



Rhode Island

Airport Corporation

February 14, 2023

ADDENDUM NO. 2
Invitation for Bids No. 33592
PVD Taxiway C Realignment and Rehabilitation
Rhode Island T. F. Green International Airport

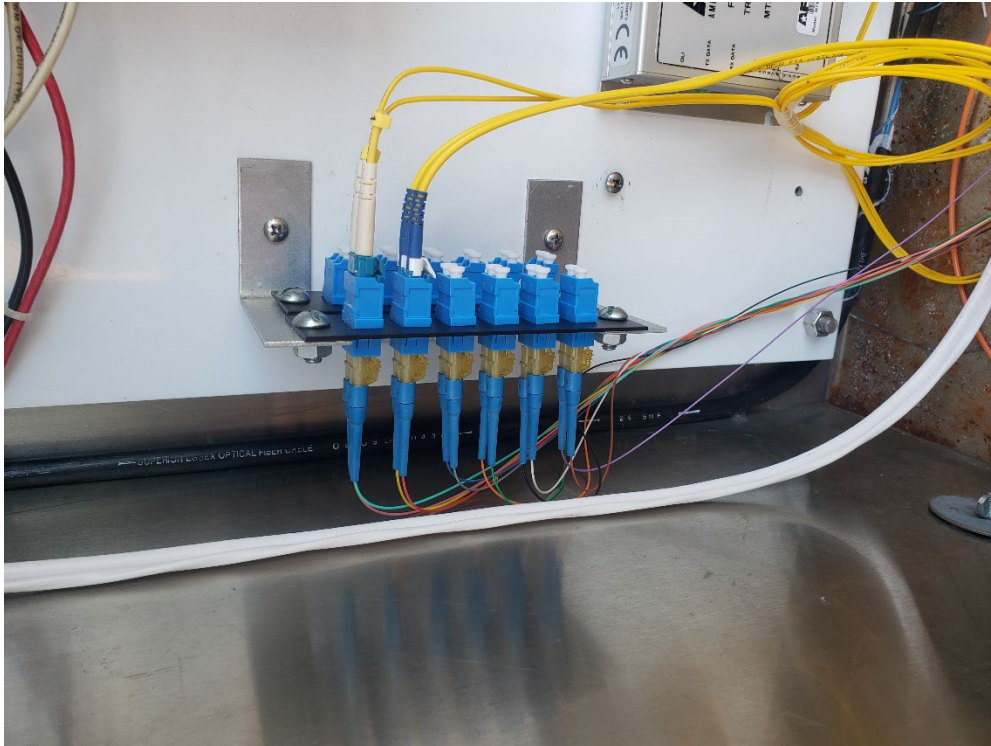
Prospective Bidders and all concerned are hereby notified of the following changes in the Invitation for Bids (IFB) No. 33592. These changes shall be incorporated in and shall become an integral part of the contract documents.

1. Attached is the Pre Bid meeting presentation and list of attendees.
2. Replace Section 00320 Bid Form with the revised Section 00320 Bid Form attached to this Addendum.
3. Replace Section Item C-102 with the revised Section Item C-102 attached to this Addendum.
4. Replace Section 00500 Contract Agreement with the revised Section 0500 Contract Agreement attached to this Addendum.
5. Will RIAC consider allowing for cost escalation relative to the price of asphalt?
No. See General Construction Note 18 on Sheet GI002.
6. Is there a contingency plan for direction drilling locations?
See Item LX-113 Installation of Conduits by Directional Drilling and Keyed Note 533 on A1/EL104 and C4/EL105.
7. What is required by the contractor for escorts and gate guards?
Security and escorting requirements are in the Construction Safety Phasing Plan, which is Attachment "A" to Section 70-08. The Contractor shall be responsible for controlling access to work area and insuring that airport security is maintained at all times. This includes staffing access points with badged personnel. As shown on Sheet GC101, a Flagperson employed by the Contractor shall be positioned near the access Gate 27 at along the perimeter road access route to the project site. In the event of material delivery, Contractor shall designate a flagman with valid security badge to escort delivery vehicles at all times. RIAC will provide appropriate training to designate Contractor personnel to have escorting privileges for this

purpose only. Escorting across open portions of the airfield shall be by RIAC personnel only.

8. Do the termination points for the fiber have existing housings and plates for single mode LC terminations? Nothing is listed in the specs.

Yes, there are existing housings and plates for the terminations. See photo below.



9. Please confirm that the fiber is actually 24 pair as opposed to 24 strand.
The existing and proposed fiber optic cable will be changed to “Single Mode, 24 Strand Fiber Optic Cable”.

- a. In the following locations, delete the reference to “Single Mode, 24 Pair Fiber Optic Cable Including Terminations” and substitute therefor “Single Mode, 24 Strand Fiber Optic Cable Including Terminations”;

1. Specification L-108, Page L-108-15, Pay Item L-108-5.7
2. Sheet GI003, A4, Item No. 67
3. Sheet ED101, A1, Keyed Note No. 427
4. Sheet EL101, A1, Keyed Note No. 427
5. Sheet EL101, A1, Keyed Note No. 560

Upon award of a Contract, Issued For Construction (IFC) documents will be issued and the above changes will be incorporated.

10. The estimated quantity for the fiber is 2,640 LF. Is there a fluff factor in that measurement? If so, how much? We won't have the benefit of placing the order based on the actual field measurement because the lead time is 40 weeks. On the other hand, if we order it ahead of time, we want to be sure it isn't short.

Note 45 on sheet EL604 indicates that select quantities include up to a 10%

bump. This is one of those quantities.

RIAC would like to remind all prospective bidders/offerors that additional Addendums may be issued by RIAC until the responses to questions deadline. As such, RIAC encourages prospective bidders/offerors to visit www.flyri.com/riac/procurement on a frequent basis.

####END OF ADDENDUM####



Rhode Island
Airport Corporation



Pre-Bid Meeting Taxiway C Realignment & Rehabilitation Rhode Island T. F. Green International Airport February 6, 2023

Agenda

- ◆ Introductions
- ◆ RIAC opening remarks
- ◆ Project summary
 - General scope of project
 - Unique project items
 - Construction safety, phasing and schedule requirements
- ◆ Questions
- ◆ Site visit

Introductions



Opening Remarks

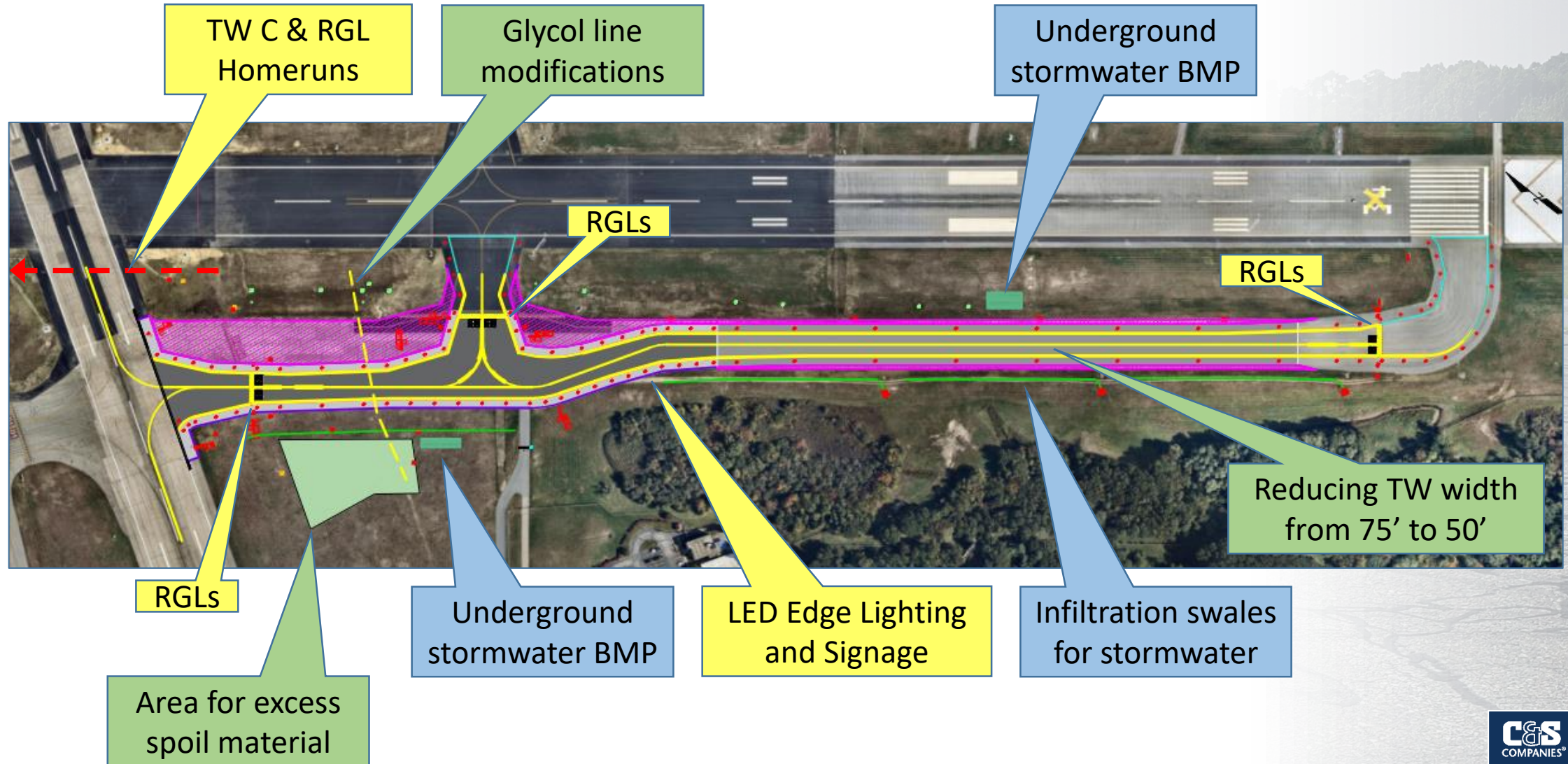


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Project Scope

- ◆ Realignment of a portion of Taxiway C
- ◆ Rehabilitation & geometry changes to Taxiway C
- ◆ Taxiway Safety Area grading
- ◆ Stormwater improvements and BMPs
- ◆ Electrical
 - Edge lighting and signage (LED)
 - New RGLs at Runway 34 and Taxiway C1
 - Vault improvements & ALCMS circuit controls
 - Replace TW C east circuit homerun
- ◆ FAA cable replacement in project area
- ◆ RIAC fiber optic cable replacement in project area

Major Project Components



Unique Project Items

- ◆ Use of RAP in Item P-154
- ◆ Protection of existing glycol line in place
- ◆ SUE required for installation of homerun circuits
- ◆ Sustainability tracking forms in CX-120
- ◆ FAA cable replacements and requirements
- ◆ Replacement of RIAC fiber optic cable



FAA Owned Cables

- ◆ Replacement of 50 pair “north loop” cable through project area
 - ➔ Installed first in Work Area 1B
 - ➔ Must remain active until new cable is installed
 - ➔ 8-hour maximum outage allowed for cut-over/splicing
- ◆ Replacement of 2-25 pair cable serving Runway 34 end facilities.
 - ➔ Installed in Work Area 1C while Runway 16-34 is closed
 - ➔ Runway can not be re-opened until new cable is active



Pavement Sections

◆ New Full Strength Pavement Section

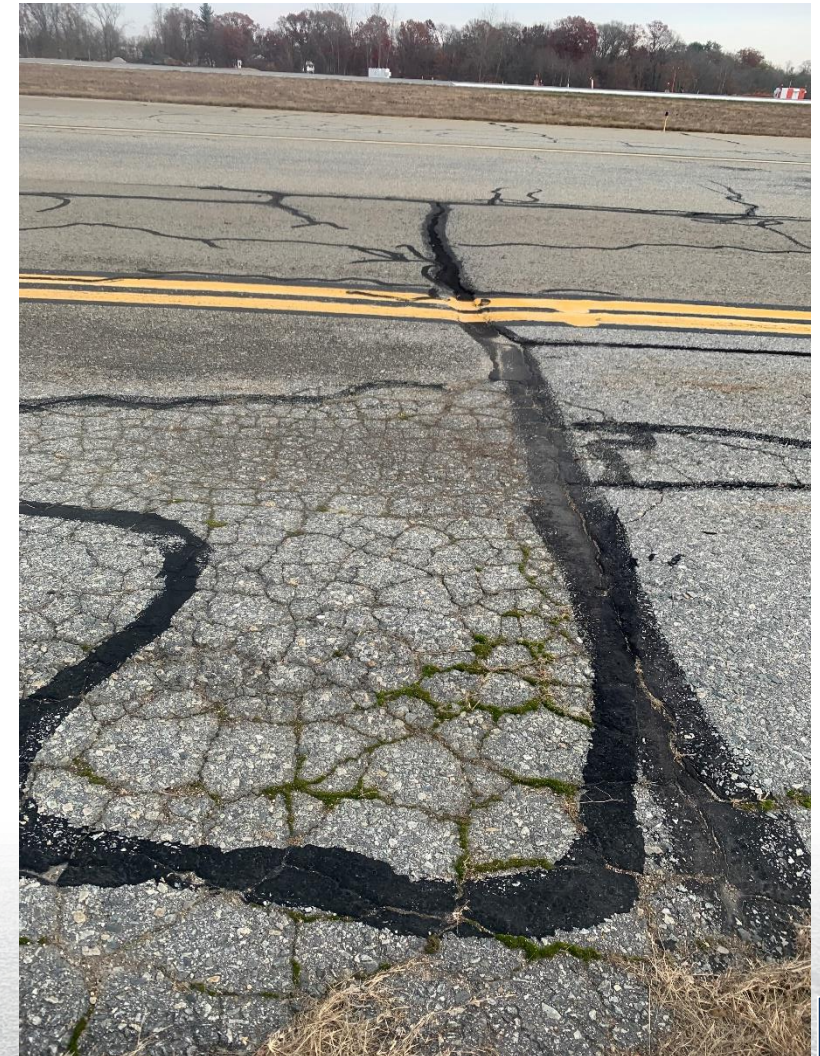
Full Strength Asphalt Pavement Section Design (New Pavement)		
Surface	P-401	4"
Stabilized Base	P-401	5"
Base Course	P-209	6"
Subbase Course	P-154	11"

◆ Rehabilitated Taxiway C Section (after removing all existing asphalt)

Asphalt Surface Replacement w/ P-401 (Rehabilitation)		
Surface	P-401	4"
Stabilized Base Course	P-401	9"
Existing Aggregate Subbase	P-154	8"

◆ New Taxiway Shoulder Section

Taxiway Shoulders		
Surface	P-401	4"
Base Course	P-209	6"
Subbase Course	P-154	16"



Construction Phasing

- ◆ Two Notices to proceed will be issued
 - ➔ Administrative NTP expected in fall 2023
 - Shop drawings
 - Material procurement
 - Schedule preparation
 - ➔ Construction NTP expected in Spring 2024
- ◆ Project is broken into 2 phases with 7 total work areas
 - ➔ Work areas in Google Earth
 - ➔ Durations, available work hours and concurrent areas described in GC series

Construction Work Area Summary

Phase	Duration (Calendar days)	Shutdowns	Working Hours
1A	36	Taxiway C southeast of Taxiway C1	Daytime
2B	32	Taxiway C southeast of Runway 5-23	Daytime
2C	20	Runway 16-34, Taxiway C southeast of Runway 5-23 Mostly concurrent with 2B	24/7 available
2D	15 nights	Runway 5-23	10 pm to 5 am
2E	11 nights	Runway 5-23, Runway 16-34	1 am to 5 am
2F	14	Taxiway B between N and M Taxiway S east of Runway 16-34	Daytime
2G	3	Taxiway N between Runway 16-34 and Taxiway B Taxiway V east of Runway 16-34	Daytime
TOTAL	100		

Questions

Deadline for questions (in writing) is February 9, 2:00 pm
Bids are due February 23, 2023 at 2:00 pm



Rhode Island

Airport Corporation

Pre-Bid Meeting Attendance Sheet

February 6, 2023 at 3:00PM

IFB No. 33592 Taxiway C Realignment & Rehabilitation

BADGE / Attendee #	First Name	Last Name	Company	Email Address	Phone #
1	Douglas	Bauer	C & S Engineers	dbauer@cscos.com	315-415-3660
2	Matthew	Wenham	C & S Engineers	mwenham@cscos.com	216-570-0162
3	Joseph	Colapietro	Cardi Corporation	joecolapietro@cardi.com	401-739-8300
4	Lee	Taylor	D'Ambra Construction	ltaylor@d-ambra.com	401-737-1300
5	Kelly	Drolet	J H Lynch & Sons	kdrolet@jhlynch.com	401-241-3893
6	Samuel	Poirier	J H Lynch & Sons	spoirier@jhlynch.com	401-333-4300
7	Peter	Calcagni	Manafort Brothers	pcalcagni@manafort.com	401-265-3871
8	Kenneth	Moulison	Moulison Electric, Inc.	kmoulison@moulison.com	617-719-5008
9	Anthony	Mesiti	Cardi Corporation	amesiti@cardi.com	401-525-1793
10	Steven	Cardi	Cardi Corporation	sacardi@cardi.com	401-739-8300
11					

SECTION 00320 - BID FORM

To: Rhode Island Airport Corporation
Rhode Island T. F. Green International Airport
2000 Post Road
Warwick, Rhode Island 02886
ATTN: Office of Procurement

Date: _____

Time: _____

For:

**Taxiway C Realignment & Rehabilitation
Rhode Island T. F. Green International Airport
Warwick, Rhode Island
RIAC Construction Contract No. 33592**

The undersigned, having visited the site of the work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

ADDENDA: Bidder acknowledges receipt of and has examined the Addenda:

Addendum Number _____	dated _____
Addendum Number _____	dated _____
Addendum Number _____	dated _____
Addendum Number _____	dated _____

Acknowledged by _____ date _____.

BID PROPOSAL: This Proposal shall be filled in by the BIDDER with prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between the words and numerals, the amounts shown in words shall govern.

BIDDER agrees to perform all necessary labor, furnish all materials and do all work described in the Specifications, including allowances, and shown on the Drawings, for the following lump sum prices and/or unit prices:

BID PROPOSAL: Bidder agrees to perform all of the work described in the Contract Documents, including allowances, for the sum of:

Total Bid:

_____	\$ _____
(Words shall govern)	(Figures)

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WARWICK, RHODE ISLAND
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SCHEDULE OF PRICES - ADDENDUM NO. 2

ITEM NO.	FAA SPEC NO.	QUANTITY	ITEM LIST ITEM DESCRIPTION (PRICE WRITTEN IN WORD)	UNIT PRICE IN FIGURES		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1	C-100	1 LS	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)				
			AT				
			PER LUMP SUM				
2	C-102	22 EACH	INSTALLATION AND REMOVAL OF SACK INSERT CATCH BASIN INLET PROTECTION				
			AT				
			PER EACH				
3	C-102	150 SY	RIPRAP				
			AT				
			PER SQUARE YARD				
4	C-102	65 LF	INSTALLATION AND REMOVAL OF SILT FENCE				
			AT				
			PER LINEAR FOOT				
5	C-102	7,000 LF	INSTALLATION AND REMOVAL OF COMPOST FILTER SOCK				
			AT				
			PER LINEAR FOOT				
6	C-102	200 LF	BALED HAY EROSION CHECK STANDARD 9.1.0				
			AT				
			PER LINEAR FOOT				
7	C-102	4,600 LF	CLEAN AND FLUSH PIPE				
			AT				
			PER LINEAR FOOT				
8	C-102	1 EACH	RI STD 9.9.0 CONSTRUCTION ACCESS				
			AT				
			PER EACH				

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				DOLLARS	CENTS	DOLLARS	CENTS
9	C-105	1 LS	MOBILIZATION (4% MAX.)				
			AT PER LUMP SUM				
10	C-105	1 LS	ENGINEER'S FIELD OFFICE				
			AT PER LUMP SUM				
11	C-105	1 LS	ENGINEER'S FIELD OFFICE EQUIPMENT				
			AT PER LUMP SUM				
12	C-105	1 LS	CONSTRUCTION ADMINISTRATION VEHICLES				
			AT PER LUMP SUM				
13	CX-106	1 LS	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC				
			AT PER LUMP SUM				
14	CX-107	150 MIN	CONTRACTOR DELAY - STANDBY TIME				
			AT PER LUMP SUM				
15	CX-107	12 QTR-HR	CONTRACTOR DELAY - DOWN TIME				
			AT PER LUMP SUM				
16	CX-107	2 DAY	CONTRACTOR DELAY - SUSPENSION TIME				
			AT PER LUMP SUM				

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				DOLLARS	CENTS	DOLLARS	CENTS
17	P-101	33,800 SY	AC PAVEMENT REMOVAL				
			AT PER SQUARE YARD				
18	P-101	4 EACH	REMOVAL OF DRAINAGE STRUCTURE				
			AT PER EACH				
19	P-101	5 EACH	REMOVAL OF HEADWALL				
			AT PER EACH				
20	P-101	400 LF	REMOVAL OF PIPE				
			AT PER LINEAR FOOT				
21	P-152	12,000 CY	UNCLASSIFIED EXCAVATION				
			AT PER CUBIC YARD				
22	P-152	2,900 CY	UNCLASSIFIED EXCAVATION FOR UNDERCUT REPLACEMENT				
			AT PER CUBIC YARD				
23	P-154	6,400 CY	SUBBASE COURSE (USING 30% MAX. ON-SITE RAP)				
			AT PER CUBIC YARD				
24	P-154	2,900 CY	SUBBASE COURSE FOR UNDERCUT REPLACEMENT				
			AT PER CUBIC YARD				

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				DOLLARS	CENTS	DOLLARS	CENTS
25	P-209	3,200 CY	CRUSHED AGGREGATE BASE COURSE				
			AT PER CUBIC YARD				
26	P-209	18,100 SY	SEPARATION GEOTEXTILE				
			AT PER SQUARE YARD				
27	P-401	8,300 TON	ASPHALT SURFACE COURSE, GRADATION 2				
			AT PER TON				
28	P-401	11,000 TON	ASPHALT BASE COURSE, GRADATION 1				
			AT PER TON				
29	P-401	290 TON	ASPHALT LEVELING COURSE				
			AT PER TON				
30	P-603	4,800 GAL	EMULSIFIED ASPHALT TACK COAT				
			AT PER GALLON				
31	P-620	1 LS	SURFACE PREPARATION				
			AT PER LUMP SUM				
32	P-620	30,000 SF	MARKING				
			AT PER SQUARE FOOT				

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				DOLLARS	CENTS	DOLLARS	CENTS
33	P-620	1 LS	REFLECTIVE MEDIA				
			AT PER LUMP SUM				
34	P-620	14,500 SF	TEMPORARY MARKING				
			AT PER SQUARE FOOT				
35	D-701	40 LF	15-INCH REINFORCED CONCRETE PIPE, CLASS V				
			AT PER LINEAR FOOT				
36	D-701	200 LF	18-INCH REINFORCED CONCRETE PIPE, CLASS V				
			AT PER LINEAR FOOT				
37	D-701	180 LF	12-INCH PVC PIPE				
			AT PER LINEAR FOOT				
38	D-701	50 LF	10-INCH CORRUGATED HDPE PIPE				
			AT PER LINEAR FOOT				
39	D-701	60 LF	8-INCH CORRUGATED HDPE PIPE				
			AT PER LINEAR FOOT				
40	D-701	110 LF	6-INCH CORRUGATED HDPE PIPE				
			AT PER LINEAR FOOT				

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41	D-701	2 EACH	15-INCH REINFORCED CONCRETE END SECTION				
			AT PER EACH				
42	D-701	150 LF	UTILITY PROTECTION				
			AT PER LINEAR FOOT				
43	D-751	7 EACH	DRAINAGE MANHOLE, RI STD 4.2.0				
			AT PER EACH				
44	D-751	4 EACH	CATCH BASIN, RI STD 4.3.0M				
			AT PER EACH				
45	D-751	1 EACH	CATCH BASIN, RI STD 4.4.0M				
			AT PER EACH				
46	D-751	1 EACH	PRECAST 4-FOOT DIA. LOW PROFILE CATCH BASIN				
			AT PER EACH				
47	D-751	1 EACH	DIVERSION MANHOLE				
			AT PER EACH				
48	D-751	1 EACH	DOGHOUSE MANHOLE				
			AT PER EACH				

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				DOLLARS	CENTS	DOLLARS	CENTS
49	D-751	8 EACH	ELEVATION ADJUSTMENT TO EXISTING DRAINAGE STRUCTURE				
			PER EACH				
50	D-751	5 EACH	REPLACE MANHOLE FRAME AND GRATE				
			PER EACH				
51	D-751	2 EACH	REPLACE CLEANOUT				
			PER EACH				
52	D-751	3 EACH	ELEVATION ADJUSTMENT TO EXISTING CLEANOUT				
			PER EACH				
53	DX-790	1 LS	UNDERGROUND INFILTRATION CHAMBER SYSTEM A				
			PER LUMP SUM				
54	DX-790	1 LS	UNDERGROUND INFILTRATION CHAMBER SYSTEM C				
			PER LUMP SUM				
55	DX-791	1 LS	INFILTRATION SWALES				
			PER LUMP SUM				
56	DX-792	1 EACH	STORMWATER PRETREATMENT UNIT				
			PER EACH				

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				DOLLARS	CENTS	DOLLARS	CENTS
57	T-901	44,000 SY	SEEDING				
			AT				
			PER SQUARE YARD				
58	T-904	5,700 SY	SODDING				
			AT				
			PER SQUARE YARD				
59	T-905	8,200 CY	TOPSOIL (OBTAINED ON-SITE)				
			AT				
			PER CUBIC YARD				
60	T-908	44,000 SY	MULCHING				
			AT				
			PER SQUARE YARD				
61	L-108	44,400 LF	NO. 8 AWG, 5KV, L-824, TYPE C AIRFIELD LIGHTING CABLE				
			AT				
			PER LINEAR FOOT				
62	L-108	17,700 LF	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE				
			AT				
			PER LINEAR FOOT				
63	L-108	1,140 LF	50 PAIR, NO. 19 AWG, SHIELDED COPPER COMMUNICATION CABLE				
			AT				
			PER LINEAR FOOT				
64	L-108	3,100 LF	25 PAIR, NO. 19 AWG, SHIELDED COPPER COMMUNICATION CABLE				
			AT				
			PER LINEAR FOOT				

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				DOLLARS	CENTS	DOLLARS	CENTS
65	L-108	2,860 LF	NO. 1/0 AWG, 7-STRAND, BARE COPPER GUARD WIRE				
			AT PER LINEAR FOOT				
66	L-108	7,000 LF	CABLE REMOVAL, PER CONDUIT, REGARDLESS OF NUMBER OF CABLES				
			AT PER LINEAR FOOT				
67	L-108	2,640 LF	SINGLE MODE, 24 STRAND FIBER OPTIC CABLE INCLUDING TERMINATIONS				
			AT PER LINEAR FOOT				
68	L-109	1 LS	AIRPORT ELECTRIC BUILDING EQUIPMENT				
			AT PER LUMP SUM				
69	L-110	2,100 LF	NON-ENCASED ELECTRICAL DUCT BANK, 2-WAY, 4-INCH PVC				
			AT PER LINEAR FOOT				
70	L-110	350 LF	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4-WAY, 4-INCH PVC				
			AT PER LINEAR FOOT				
71	L-110	7,000 LF	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY, 2-INCH SCH. 80 PVC, IN TURF				
			AT PER LINEAR FOOT				
72	L-110	5,800 LF	CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY, 2-INCH SCH. 40 PVC, IN PROPOSED PAVEMENT				
			AT PER LINEAR FOOT				

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				DOLLARS	CENTS	DOLLARS	CENTS
73	L-110	2,700 LF	CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY, 4-INCH SCH. 40 PVC, IN TURF OR PAVEMENT				
			AT PER LINEAR FOOT				
74	L-110	840 LF	CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY, 2-INCH SCH. 40 PVC, EXISTING PAVEMENT WITH PAVEMENT RESTORATION				
			AT PER LINEAR FOOT				
75	L-110	690 LF	DUCT BANK REMOVAL, ALL TYPES AND SIZES				
			AT PER LINEAR FOOT				
76	LX-113	700 LF	4-INCH SCHEDULE 80 HDPE CONDUIT INSTALLED BY DIRECTIONAL DRILLING				
			AT PER LINEAR FOOT				
77	LX-113	850 LF	(2) 4-INCH SCHEDULE 80 HDPE CONDUIT BUNDLE INSTALLED BY DIRECTIONAL DRILLING				
			AT PER LINEAR FOOT				
78	L-115	2 EACH	ELECTRICAL JUNCTION CAN				
			AT PER EACH				
79	L-115	15 EACH	PRECAST ELECTRICAL PULL BOX				
			AT PER EACH				
80	L-115	5 EACH	ELECTRICAL JUNCTION CAN PLAZA, 2-WAY				
			AT PER EACH				

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				DOLLARS	CENTS	DOLLARS	CENTS
81	L-115	2 EACH	ELECTRICAL STRUCTURE RIM ELEVATION ADJUSTMENT				
			AT				
			PER EACH				
82	L-115	7 EACH	REMOVAL OF ELECTRICAL PULL BOX				
			AT				
			PER EACH				
83	L-115	11 EACH	REMOVAL OF ELECTRICAL JUNCTION CAN				
			AT				
			PER EACH				
84	L-125	1 EACH	HIGH INTENSITY RUNWAY EDGE LIGHT FIXTURE, SEMI- FLUSH, QUARTZ				
			AT				
			PER EACH				
85	L-125	1 EACH	HIGH INTENSITY RUNWAY EDGE LIGHT FIXTURE, ELEVATED, QUARTZ				
			AT				
			PER EACH				
86	L-125	94 EACH	MEDIUM INTENSITY TAXIWAY EDGE LIGHT FIXTURE, ELEVATED, LED				
			AT				
			PER EACH				
87	L-125	6 EACH	RUNWAY GUARD LIGHT FIXTURE, ELEVATED, LED				
			AT				
			PER EACH				
88	L-125	1 EACH	L-868B LOAD BEARING LIGHT BASE, IN PAVEMENT				
			AT				
			PER EACH				

RHODE ISLAND AIRPORT CORPORATION
TAXIWAY C REALIGNMENT & REHABILITATION
RHODE ISLAND T. F. GREEN INTERNATIONAL AIRPORT
WARWICK, RHODE ISLAND
RIAC CONSTRUCTION CONTRACT NO. 33592
SCHEDULE OF PRICES - ADDENDUM NO. 2

ITEM NO.	FAA SPEC NO.	QUANTITY	ITEM LIST ITEM DESCRIPTION (PRICE WRITTEN IN WORD)	UNIT PRICE IN FIGURES		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
89	L-125	88 EACH	L-867B NON LOAD BEARING LIGHT BASE, IN PAVEMENT				
			AT PER EACH				
90	L-125	2 EACH	AIRFIELD GUIDANCE SIGN AND BASE, LED, SIZE 3, 1 MODULE				
			AT PER EACH				
91	L-125	4 EACH	AIRFIELD GUIDANCE SIGN AND BASE, LED, SIZE 3, 3 MODULE				
			AT PER EACH				
92	L-125	1 EACH	AIRFIELD GUIDANCE SIGN AND BASE, LED, SIZE 3, 4 MODULE				
			AT PER EACH				
93	L-125	1 EACH	AIRFIELD GUIDANCE SIGN REPLACEMENT ON EXISTING BASE, LED, SIZE 3, 2 MODULE				
			AT PER EACH				
94	L-125	1 EACH	AIRFIELD GUIDANCE SIGN REPLACEMENT ON EXISTING BASE, LED, SIZE 3, 1 MODULE				
			AT PER EACH				
95	L-125	1 EACH	RETROREFLECTIVE STOP/ HOLD SIGN ASSEMBLY AND BASE				
			AT PER EACH				
96	L-125	70 EACH	REMOVAL OF LIGHT FIXTURE AND ALL APPURTENANCES, ALL TYPES				
			AT PER EACH				

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				DOLLARS	CENTS	DOLLARS	CENTS
97	L-125	51 EACH	REMOVAL OF LIGHT BASE, ALL TYPES				
			AT PER EACH				
98	L-125	6 EACH	REMOVAL OF LIGHT BASE BY CORE DRILLING W/ RESTORATION				
			AT PER EACH				
99	L-125	8 EACH	REMOVAL OF GUIDANCE SIGN AND FOUNDATION				
			AT PER EACH				
100	L-125	1 LS	SPARE LIGHTING PARTS (NOT TO EXCEED \$10,000)				
			AT PER LUMP SUM				

PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM

TOTAL PRICE: \$ _____
 (AMOUNT IN FIGURES)

 (AMOUNT IN WORDS)

NOTES:

- In the event of a bidder's mathematical error in tabulating any bid prices, the written unit price shall govern. The Contract will be awarded to the responsive and responsible bidder offering the lowest total price based on the calculated total of all items actually awarded, at the discretion of RIAC.**
- The Contract award is subject to receipt of Federal Aviation Administration (FAA) grant funding.**

LIQUIDATED DAMAGES: Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written “Notice-to-Proceed (NTP)” which will specify an effective date for the Contractor to begin work at the site. See Section 80-02 for more information on the NTP and Section 80-08 for the Contract Duration.

Should work continue beyond time specified above, and no time extension has been granted via the Change Order process, then liquidate damages will be assessed to the Contractor for each and every calendar day the work remains uncompleted.

Liquidated damages for this project shall as indicated in Section 80-08 for Contractor’s failure to complete any work area within the duration stipulated in Section 80-08.

The undersigned affirms that in making such bid, neither he or she nor any company that they may represent, nor anyone in behalf of him or her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other bidder or proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned further agrees that if awarded the Contract he or she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he or she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he or she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided in the Special Provisions and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

In submitting this bid, it is understood that the right is reserved by the Owner to the fullest extent permitted by law to waive any informality or irregularity in any bid or bid guaranty, to reject any and all bids, to re-bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive bidder to such extent as may be beneficial to the Owner in its sole discretion.

The undersigned attaches hereto a cashier’s check, certified check or Bid Bond in the sum of _____ Dollars (\$_____), payable to the Rhode Island Airport Corporation, as required in the Information for Bidders, and the undersigned agrees that in case he or she fails within five (5) calendar days after Notice of Intent to Award the Contract to him or her, to enter into a Contract Agreement in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his rights and interest in such bid and that the cashier’s check, certified check, or Bid Bond accompanying his or her bid has been forfeited. Otherwise, the cashier’s check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his or her bid.

A bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract

to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his or her own employment policies and practices as well as those of his or her proposed Subcontractors as the Owner may require.

The bidder shall furnish similar statements executed by each of his or her first-tier and second-tier Subcontractors whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such Subcontractors before awarding such Subcontractors. No subcontract shall be awarded to any non-complying Subcontractor.

The undersigned affirms that he or she has completed all of the blank spaces in the “Bid Form”, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted shall take precedence and govern when determining final costs or award of Contract.

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of Rhode Island were used in the preparation of this “Bid Form”.

SIGNATURE OF BIDDER

* Signed _____
 By: _____
 Title: _____
 Date: _____

This proposal includes Addendum Numbers(s): _____
(Fill in numbers(s) if Addendum(s) are issued)

Address of permanent place of business to which Notice-to-Proceed should be sent:

Email Address: _____

*Important: Execute acknowledgment of officer or agent who signs this document (use proper form below):

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of: (_____)

County of: (_____)§

On this _____ day of _____, 20____, before me personally came and appeared _____ to me Known, who, being by me duly sworn, did depose and say to me that he/she resides at _____, _____ that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument, and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of (_____)

County of (_____)§

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of (_____)

County of (_____)§

On this _____ day of _____, 20_____, before me
personally came and appeared _____ to me known and known to me
to be the person described in and who executed the forgoing instrument and acknowledged that
he/she executed the same.

(Seal) _____
Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(SWORN AFFIDAVIT)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the successful bidder before a person who is authorized by the Laws of this State to administer oaths.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the unsworn declaration (as stated on the following page) or the sworn affidavit as prescribed below:

PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT. DO NOT SIGN BOTH STATEMENTS.

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(SWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of _____

County of _____ §

I, _____ (name of party signing affidavit)

_____ (title), being duly sworn, do

depose and say: on behalf of _____ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Airport Corporation Construction Contract Number 33592.

County of _____

Town/City _____

Contractor

Signature

Sworn to before me this _____ day of _____ 20____

My commission expires _____
Signature and Seal of Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(UNSWORN AFFIDAVIT)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the sworn affidavit (as stated on the previous page) or the unsworn declaration as prescribed below:

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(UNSWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of _____

County of _____ §

I, _____ (name of party signing affidavit)

_____ (title), under penalty of perjury

under the laws of the United States, do depose and say: on behalf of _____
that said Contractor has not, either directly or indirectly, entered into any agreement, participated in
collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode
Island Airport Corporation Construction Contract Number 33592.

County of _____

Town/City _____

Contractor

Signature

Sworn to before me this _____ day of _____, 20____

My commission expires _____

Signature and Seal of Notary Public

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime:	
6. Federal Department Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity, (if individual, last name, first name, MI)	10b. Individuals performing Services (including address if different from No. 10a.), (if individual, last name, first name, MI)	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify _____	
12. Form of Payment (check all that apply): a. cash b. In-kind; specify; nature _____ value _____		
14. Brief Description of services preformed or performed and date(s) of Service, including officer(s), employer(s), or member(s) contacted for payment indicated in Item 11.		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	
<i>Federal Use Only</i>		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTION**

In accordance with the Code of Federal Regulations, part 49, CFR Section 29.510, the prospective primary participant _____ (Name of Authorized Agent), _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his / her knowledge and belief, that it's principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification?
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial or award, but will be considered in determining contractor responsibility. For any exception note, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanction. If an exception is noted, the contractor must contact the Corporation to discuss the exception prior to award of the contract.

Signature of Authorized Agent

Date

REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:

A certification of Nonsegregated Facilities must be submitted at the time of the bid opening of a contract or subcontract exceeding Ten Thousand Dollars (\$10,000), which is not exempt from the provisions of the Equal Opportunity Clause.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (*please type*)

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

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

1. Name of Project: Taxiway C Realignment Rehabilitation
2. Number of Project: RIAC Contract No. 33592
3. Total Dollar Amount of Bid: \$
4. Disadvantaged Business Enterprise Participation: \$
 - a. Name of Bidder
Address
Phone(s)
 - b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)

Total of listed amounts \$

(Use back of sheet for additional space, if needed)

Contractor:

By:

Address:

Phone Number: Zip Code:

**LETTER OF INTENT TO PERFORM
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: _____ Project: Taxiway C Realignment & Rehabilitation
(Name of Contractor)

Reference #: _____

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

The undersigned certifies the company is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail work to be performed).

Subcontractor: _____ Contract Amount _____
(Name)

Supplier: _____ Contract Amount _____
(Name)

The Bid Price agreed upon is: \$ _____ Dated _____

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

Name of company, signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed nonresponsive.

(Date)

(Name of Disadvantaged Company)

*As determined by _____

(Signature of Authorized Official)

(Title of Authorized Officer)

DBE WAIVER FORM

(Required for All Bids Requesting Waiver of the use of DBE's Stated in Section 00750)

I, _____, _____, of _____
(Name) (Address) (Company)

certify that on _____, I contacted the following DBE Contractors to obtain a bid for work
(date)

items to be performed on Contract Number 33592

DBE Contractor Name and Address Work Items Sought

_____	_____
_____	_____
_____	_____

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

Signature: _____

Date: _____

This portion to be completed by DBE Contractor:

_____ was offered an opportunity to bid or make an offer on the above
(Name of DBE)

identified work on _____ by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

Signature: _____

Title: _____

CONTRACTOR QUALIFICATION FORM

Instructions:

Elaboration of the following required information is necessary to ascertain your firm's capabilities to effectively execute the Project. Pursuant to the Information to Bidders of Section 1, your completion of this Contractor Qualification Form is MANDATORY and will be utilized by RIAC as a basis for determining the qualified lowest bid, and subsequent award.

PLEASE ATTACH TO THIS FORM A COPY OF YOUR CERTIFICATE OF INSURANCE INDICATING CURRENT LIMITS.

Firm: _____ President: _____
Address: _____ Phone: _____
_____ Fax: _____
Federal ID#: _____ Contact: _____ Former Company Name: _____
Years performing work specialty: _____ Work Now Under Contract: \$ _____
Bank Reference: _____ Work in Place Last Year: \$ _____
Address: _____ Average Annual Sales Last 3 Years.: \$ _____
_____ Value Of Capital Equipment Owned: \$ _____
Bonding Company: _____ Bonding Agent: _____
Total Bonding Capacity: \$ _____ Address: _____
Work Currently Bonded: \$ _____
Work Now Under Contract: \$ _____
Bonding Companies Best Rating: _____ Bonding Agent's Phone: _____
Is Firm In Compliance with all EEO Requirements? Y N Has Firm Ever Failed To Complete A Contract?: Y N
Has Firm Ever Been Involved In Bankruptcy Or Re-organization? Y N Are There Any Claims Against The Firms?: Y N
Are There Any Pending Judgments Against The Firm?: Y N
(IF THE ANSWER IS YES TO ANY OF THE ABOVE PLEASE DESCRIBE ON A SEPARATE SHEET)

Insurance: ("CLAIMS-MADE" GENERAL LIABILITY IS UNACCEPTABLE)

Submit Sample Certificate Of Insurance Showing Coverage And Limits For General Liability, Automobile Liability, Excess Umbrella Liability, And Worker's Compensation.

Experience Modification Rating: _____ Agency's Name: _____
Contact's Name: _____ Contact's Phone: _____

Safety:

Attach Log And Summary Of OSHA violations and any fines or settlements for the past 36 months

Attach Log And Summary Of Occupational Injuries And Illnesses As Required By the U.S. Dept. Of Labor For The Past 36 Months (OSHA Form No. 200)

OSHA Recordable Incident Rate (Current Year): _____ OSHA Lost Days Away Incident Rate (Current Year): _____

List Four (4) Or More Most Significant Projects Completed Within The Last Five (5) Years:
Refer to Section 00100, paragraph XI.

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY

Please list **key personnel** available for project and describe responsibilities of each:

Total Firm Staff Employed for this project: _____ Total Staff Employed Firm-wide: _____

Please list **key equipment** available for project and whether Firm owns or leases equipment:

List Three (3) Or More Most Significant Projects Currently Under Construction:

Refer to Section 00100, paragraph XI

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY

THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER COMPANY'S FINANCIAL STATEMENT, CERTIFIED BY CERTIFIED PUBLIC ACCOUNTANT, WITHIN 5 DAYS OF REQUEST BY RIAC.

THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER COMPANY'S CONTRACTOR QUALIFICATION FORM TO RIAC, IF REQUESTED, WITHIN 5 DAYS OF BID OPENING.

This Form **MUST** Be Signed By An Officer Of The Firm Or An Individual So Authorized By An Officer Of The Firm.

Signature: _____

Name: _____

Title: _____

PROJECT SUBCONTRACTORS

The Bidder advises herein that the following Subcontractors are proposed for the item of work listed. Subcontractors are subject to review and approval per the requirements of the Contract Documents and the technical requirements specified. List only firms that will supply labor at the site. Failure to provide this information may result in the bid being considered non-responsive.

SUBCONTRACTOR	DBE (Y/N)	TRADE	CONTRACT WORK ITEM(S) TO BE PERFORMED	VALUE (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Respectfully Submitted:

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH FEDERALLY REQUIRED CONTRACT
REQUIREMENTS

The bidder/offeror certifies, by submission of this proposal or acceptance of this, that he/she has read the federally mandated contract requirements as listed in Section 00950, Federal Contract Conditions and Section 00960, Executive Orders and that compliance with said references will be incorporated into the terms of the Contract documents.

I hereby certify that I have read and will comply with all of the above requirements.

Signature of Authorized Contractor and/or Consultant Representative

Date

Certificate of Buy American Compliance for Manufactured Products

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

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

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

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

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

Date

Signature

Company Name

Title

**CERTIFICATION OF OFFERER/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

- a) 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.
- b) The applicant represents that it is () is not () 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.

Date

Signature

Company Name

Title

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT
As Required by 41 CFR 60-1.7(b)

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bids.

1. The Bidder (proposer) has _____ has not _____ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR.
2. The Bidder (proposer) 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 (proposer) has _____ has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (proposer) does _____ does not _____ employ fifty (50) or more employees.

(Name of Bidder)

BY:

(Signature)

TITLE:

DATE:

BID BOND

STATE OF _____)
) §
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENT that we, _____
as Principal, and _____ as Surety, are
held and firmly bound unto the Rhode Island Airport Corporation, hereinafter called the Owner,
in the Penal sum of _____
Dollars (\$ _____) for the payment of which sum well and to be
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally firmly by these presents.

WHEREAS, the Principal, on the _____ day of _____, 20____ entered into
a certain Contract with the Owner, hereto attached, for Contract entitled

**Taxiway C Realignment & Rehabilitation
Rhode Island T. F. Green International Airport
Warwick, Rhode Island
RIAC Construction Contract No. 33592**

NOW THEREFORE, IF THE Principal shall not withdraw said Bid(s) within One Hundred Twenty (120) calendar days after date of opening of the same, and shall within five (5) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee in accordance with the Bid(s) as accepted, and give a Performance Bond and a Payment Bond with good and sufficient surety or sureties, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the proper payment of all persons furnishing labor or materials in connection therewith, or in the event or withdrawal of said Bid(s) within the period specified, or in the event of failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said (Bid(s) and the amount of which the Obligee may procure the required work and/or supplies, provided the latter amount be in excess of the former then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this _____ day of _____, 20____.

PRINCIPAL (If Sole Proprietor or Partnership)

(Firm Name)

ATTEST :

By: _____
(SEAL)

Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Impress Corporate Seal)

(Corporation Name)

By: _____
(President)

Attest: _____
(Secretary)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

Project Location: Rhode Island T. F. Green International Airport, Warwick, RI

Project Name: Taxiway C Realignment & Rehabilitation

Contractor's Official Name: _____

Contact Person: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written.

I certify that I have read the Safety Plan Compliance Document (SCPD) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written;

I certify that I will provide the information required in the SCPD prior to the start of construction work, if awarded this Contract, and that I will provide any additional information requested by the Airport Owner.

Printed Name of Signer

Signature

Title

Date

END OF PROPOSAL FORMS

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the RIDEM Freshwater Wetlands Permit No. 22-0434 (attached), RIDPES General Permit for Stormwater Discharge During Construction Activity, approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Compost Filter Sock. Compost filter sock shall be machine produced, consisting of compost-filled tubes of compacted straw of rice, wheat, or barley and is to be certified as weed free. Netting for socks to be seamless, high density polyethylene with ultra violet inhibitors. Compost filter socks shall weigh 2.5 pounds (minimum) per linear foot. Compost used for filter materials shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an

aerobic composting process and shall be free of any refuse, contaminants, or other materials toxic to plant growth. Non-composted products will not be accepted.

102-2.7 Riprap. Riprap shall be in accordance with Item DX-791.

102-2.8 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

102-3.5 Installation, maintenance, and removal of compost filter sock.

- a. Install at locations indicated on the Drawings or as directed by the RPR.
- b. Remove all rocks, vegetation, or other obstructions at filter sock locations.
- c. Anchor compost filter tube with stakes placed a maximum 10-feet apart.
- d. The end stakes shall be placed 6-inches from the end of compost filter sock and angled toward previously laid compost filter sock to force compost filter sock together.
- e. Refer to detail on Drawings for additional installation requirements.
- f. Maintain compost filter socks throughout the entire duration of the project. Damaged or displaced compost filter socks shall be replaced by the Contractor at no additional cost to the Owner.
- g. Remove sediments when depths accumulate to 50% of the depth of the compost filter sock height, or as necessary.

All compost filter socks shall be removed at project completion. Remove all sediment collected by the compost filter sock, remove the compost filter sock, and restore the area to pre-existing conditions.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- a. Sack insert catch basin inlet protection will be measured per each.
- b. Riprap will be measured per square yard at the depths indicated on the plans and shall include all required bedding and filter fabric.
- c. Installation and removal of silt fence and compost filter sock will be measured by the linear foot (meter).
- d. Baled hay erosion check standard 9.1.0 will be measured by the linear foot.
- e. Cleaning and flushing pipes will be measured by the linear foot.
- f. RI Std. 9.9.0 Construction Access, including installation, maintenance, removal and restoration will be measured per each.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1a	Installation and Removal of Sack Insert Catch Basin Inlet Protection - per each
Item C-102-5.1b	Riprap - per square yard
Item C-102-5.1c	Installation and removal of silt fence - per linear feet
Item C-102-5.1d	Installation and removal of compost filter sock - per linear feet
Item C-102-5.1e	Baled hay erosion check standard 9.1.0 - per linear foot
Item C-102-5.1f	Clean and flush pipe - per linear foot
Item C-102-5.1g	RI Std 9.9.0 Construction Access - per each

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

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 150/5200-33	<i>Hazardous Wildlife Attractants on or Near Airports</i>
AC 150/5370-2	<i>Operational Safety on Airports During Construction</i>

ASTM International (ASTM)

ASTM D6461	<i>Standard Specification for Silt Fence Materials</i>
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United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102



RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER RESOURCES
235 Promenade Street
Providence, Rhode Island 02908

December 22, 2022

Rhode Island Airport Corporation
Iftikhar Ahmad, President and CEO
2000 Post Road
Warwick, RI 02886

Freshwater Wetlands Permit

Re: Application No. 22-0434 for the property and project located:

Approximately 5000 feet south of Airport Road and approximately 6000 feet southeast of its intersection with Post Road at the T.F. Green State Airport, Assessor's Plat 321, Lot 4, Warwick, RI.

Dear Mr. Ahmad:

Kindly be advised that the Department of Environmental Management's ("DEM") Freshwater Wetlands Program ("Program") has completed its review of your **Application for a Freshwater Wetlands Permit** as described in Rule 3.11 of the Rules and Regulations Governing the Administration and Enforcement of the Fresh Water Wetlands Act, 250-RICR-150-15-3 ("Rules"). This review included a site inspection of the above referenced property ("subject property") and an evaluation of the proposed rehabilitation and realignment of Taxiway C, stormwater mitigation systems with grading, landscaping and associated site alterations as illustrated and detailed on site plans submitted with your application. These site plans were received by the DEM on December 1, 2022, and the Revised Sheet entitled, "Construction Safety and Work Phasing Plan – Phase 2, Work Area 2B" received by the DEM on December 20, 2022.

Our observations of the subject property, review of the site plans and evaluation of the proposed project reveals that alterations of jurisdictional areas are proposed. However, pursuant to Rule 3.7.3B of the Rules, this project meets the General Variance Criteria and a **Freshwater Wetlands Permit** may be issued under the following terms and conditions:

Terms and Conditions for Wetlands Application No. 22-0434: and RIPDES No. RIR102440; Groundwater Discharge/UIC No. 002136:

1. This letter is the DEM's permit for this project under the R.I. Fresh Water Wetlands Act, R.I. Gen. Laws § 2-1-18 et seq. This application review has also included review of any stormwater infiltration system subject to the DEM Groundwater Discharge Rules (Rules for the Discharge of Non-Sanitary Wastewater and Other Fluid to or Below the Ground Surface), 250-RICR-150-05-4.
2. This determination also includes your final authorization to discharge storm water associated with construction activity under the **2020 RIDPES General Permit for Stormwater Discharge During Construction Activity ("CGP")**. For future references and inquiry, your permit authorization number is RIPDES No. **RIR102440**.

3. This permit is specifically limited to the project, site alterations and limits of disturbance as detailed on the site plans submitted with your application and received by the DEM on December 1, 2022 and December 20, 2022. A copy of the site plans stamped approved by the DEM is enclosed. Changes or revisions to the project that would alter jurisdictional areas are not authorized without a permit from the DEM.
4. Where the terms and conditions of the permit conflict with the approved site plans, these terms and conditions shall be deemed to supersede the site plans.
5. You must notify this Program in writing of the anticipated start date, and of your contractor's contact information, by submitting the Notice of Start of Construction Form prior to commencement of any permitted site alterations or construction activity. You must also notify this Program in writing upon completion of the project. The Start of Construction Form can be found on the webpage: dem.ri.gov/stormwaterconstruction.
6. A copy of the stamped approved site plans and a copy of this permit must be kept at the site at all times during site preparation, construction, and final stabilization. Copies of this permit and the stamped approved plans must be made available for review by any DEM or city representative upon request.
7. Within ten (10) days of the receipt of this permit, you must record this permit in the land evidence records of the City of Warwick and supply this Program with written documentation obtained from the City showing this permit was recorded.
8. The effective date of this permit is the date this letter was issued. This permit expires five (5) years from the date of this letter unless renewed pursuant to the Rules.
9. Any material utilized in this project must be clean and free of matter that could pollute any jurisdictional area.
10. Prior to commencement of site alterations, you shall erect or post a sign resistant to the weather and at least twelve (12) inches wide and eighteen (18) inches long, which boldly identifies the initials "DEM" and the application number of this permit. This sign must be maintained at the site in a conspicuous location until such time that the project is complete.
11. Both the owner and the contractor retained to undertake the construction activity are required to comply with all terms and conditions of the CGP. This includes maintaining the Soil Erosion and Sediment Control (SESC) Plan, performing the required inspections and maintenance of the selected Best Management Practices (BMPs), and retaining inspection records. Further information on the requirements of the CGP is available at:
<http://www.dem.ri.gov/programs/benviron/water/permits/ripdes/pdfs/cgp092620.pdf>.
12. Temporary erosion and sediment controls detailed or described on the approved site plans shall be properly installed at the site prior to or commensurate with site alterations. Such controls shall be properly maintained, replaced, supplemented, or modified as necessary throughout the life of this project to minimize soil erosion and to prevent sediment from being deposited in any freshwater wetland, buffer, floodplain, area subject to storm flowage, or area subject to flooding or other jurisdictional areas not subject to disturbance under this permit.

13. Upon permanent stabilization of all disturbed soils, temporary erosion and/or sediment controls must be removed.
14. You are responsible for the proper installation, operation, maintenance and stability of any mitigative features, stormwater treatment facilities, and systems of treatment and control that are installed or used in compliance with this permit to prevent harm to adjacent freshwater wetland, buffer or floodplain, area subject to storm flowage, or area subject to flooding or other jurisdictional areas until documentation is provided that this responsibility has been assigned to another entity. The long-term operation and maintenance plan shall be strictly followed. The long-term O & M Plan shall be as described in the plan entitled, "Taxiway C Realignment and Rehabilitation – T.F. Green Airport, Warwick, RI, Operation & Maintenance Plan", dated August 2022, updated copy dated received 12/19/2022, as prepared by Beta, 701 George Washington Hwy, Lincoln, Rhode Island 02865.
15. You are obligated to install, utilize, follow, and maintain all best management practices detailed or described on the approved site plans in the construction of the project to minimize or prevent adverse impacts to any adjacent freshwater wetland and buffers, floodplain, area subject to storm flowage, or area subject to flooding and the functions and values provided by such jurisdictional areas.
16. You must provide written certification from a registered land surveyor or registered professional engineer that the stormwater drainage system including any and all basins, piping systems, catch basins, culverts, swales and any other stormwater management control features have been constructed/installed in accordance with the site plans approved by this permit. This written certification must be submitted to this Program within twenty (20) days of its request or upon completion of the project.
17. This Program has made specific revisions to the approved site plans. These revisions are clearly marked in red on the approved plans and include the following:
 - a) The Limit of Disturbance (LOD) has been revised on Sheet 54 of 54 of the site plans to enclose all site work;
 - b) The sheets have been re-numbered consecutively

This project must take place in compliance with these revisions.

Please be aware that the RIDEM's Rules and Regulations Governing the Establishment of Various Fees (250-RICR-30-00-1) require that RIPDES CGP permit holders to pay an Annual Fee of \$100.00. An invoice will be sent to the owner on record in May/June of each year if the construction was still active as of December 31st of the previous year. The owner will be responsible for the Annual Fee until the construction activity has been completed, the site has been properly stabilized, and a completed Notice of Termination (NOT) has been received by the RIPDES Program.

You are required to comply with the terms and conditions of this permit and to carry out this project in compliance with the Rules at all times. Failure to do so may result in an enforcement action by this Department.

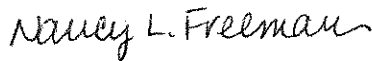
In permitting the proposed alterations, the DEM assumes no responsibility for damages resulting from faulty design or construction.

Kindly be advised that this permit is not equivalent to a verification of the type or extent of freshwater wetlands or jurisdictional areas on site. Should you wish to have the types and extent of freshwater wetlands verified, you may submit the appropriate application in accordance with 250-RICR-150-15-3.9.3.

This permit does not remove your obligation to obtain any local, state, or federal approvals or permits required by ordinance or law and does not relieve you from any duties owed to adjacent landowners with specific reference to any changes in drainage.

Please contact Jessica Lord of this office (telephone: 401-222-6820, ext. 277-7416) should you have any questions regarding this letter.

Sincerely,



Nancy L. Freeman, Principal Environmental Scientist
Office of Water Resources
Freshwater Wetlands Program
NLF/JAL/jal

Enclosure: Approved site plans

cc: Jay Brolin, Manager of Environmental Programs, RIAC
Nicole Iannuzzi, PE, BETA Group, Inc.
Neal Personeus, DEM Stormwater Program
Michael Arguello, DEM GWD/UIC Program
Alfred DeCorte, City of Warwick Building Official

Section 00500

RHODE ISLAND AIRPORT CORPORATION

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT, hereinafter “Contract”, executed in the City of Warwick, in the State of Rhode Island this _____ day of _____, 20____, by and between the Rhode Island Airport Corporation (RIAC or Owner), a quasi-public agency of the State of Rhode Island, and

the CONTRACTOR: _____
CONTRACTOR NAME

CONTRACTOR ADDRESS

CONTRACTOR TELEPHONE NUMBER

for the Project: **TAXIWAY C REALIGNMENT & REHABILITATION
RHODE ISLAND T. F. GREEN INTERNATIONAL AIRPORT
WARWICK, RHODE ISLAND
CIP NO. PVD.351
CONTRACT NO.33592;
PURCHASE ORDER NO. TBD;
FAA AIP NO. 03-44-0003-TBD-2023**

1. **SCOPE OF WORK.** The CONTRACTOR agrees to furnish all equipment, machinery, tools, labor; to furnish and deliver all material required to be furnished and delivered in and about the improvements; and to do and perform all of the Work necessary and required for construction **of the TAXIWAY C REALIGNMENT & REHABILITATION project** (“Project”) in accordance with and pursuant to the terms, provisions, covenants and conditions of this Contract and the Contract Documents that are incorporated by reference.
2. **CONTRACT TIME.** See Section 80-02 for information regarding the written Notice to Proceed and Section 80-08 for the Contract duration.

3. **CONTRACT PRICE.** Owner shall pay the Contractor for the performance of the Work and completion of this Contract, subject to any additions and deductions by Change Order as provided in the Contract, in current funds, the amount of:

_____ for the bid.
Amount in Words **(\$Amount in Numbers)**

4. **CONTRACT DOCUMENTS.**

- A. This Contract, together with the following documents, constitute the “Contract Documents” and are incorporated by reference:

1. Invitation to Bid, Instruction to Bidders, Bid Proposal Forms & Bid Bond
2. Bid Addenda (if any)
3. Certification of Bidding Requirements
4. Certification of Compliance with Federally Required Contract Requirements
5. Anti-Collusion Certificate (Sworn or Unsworn Affidavit)
6. Disclosure of Lobbying Activities
7. Certificate Regarding Debarment, Suspension or Other Responsibility Matters
8. Certification of Non-Segregated Facilities
9. Disadvantaged Business Utilization Plan with Letters of Intent
10. Certification of Buy American Compliance for Manufactured Products
11. Certification of Bidder Regarding Tax Delinquency and Felony Convictions
12. Equal Employment Opportunity Report Statement
13. Contractor Qualifications and Certification Form
14. Bidder’s Subcontractor List
15. Notice of Award
16. Construction Contract
17. Construction Contract Change Orders (if any)
18. Payment and Performance Bonds
19. Insurance Certificate(s) and Policies
20. Notice to Proceed
21. Project Contract Forms
22. Contractor’s Guarantee
23. RIAC and FAA General Provisions
24. Supplemental General Provisions
25. Special Provisions
26. Technical Specifications
27. Project Plans
28. Project Permits
29. FAA Airport Improvement Program Requirements
30. Required Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects – See Attachment “A”
31. Federal (Davis-Bacon) Prevailing Wage Rates
32. Construction Safety and Phasing Plan (CSPP)

- 33. Contractor's Safety Plan Compliance Document (SPCD)
- 34. FAA Advisory Circular (AC) 150/5370-2, latest revision, Operational Safety on Airports during Construction

B. The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

C. In the event of a conflict between the terms and conditions of the Contract Documents, the more restrictive on the CONTRACTOR shall control.

- 5. **REQUIRED FEDERAL AVIATION ADMINISTRATION PROVISIONS.** Refer to Attachment A - Required Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects for the required provisions considered to be part of this Contract.
- 6. **WORK PROSECUTION.** The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed by the Owner, and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the Owner to ensure its completion within the time set forth in the CONTRACT. Should the prosecution of the work for any reason be discontinued by the CONTRACTOR, with the consent of the Owner to such work stoppage, the CONTRACTOR shall not recommence work unless CONTRACTOR has given the Owner at least forty-eight (48) hours prior to written notice.
- 7. **INTEREST OF MEMBERS OF OWNER AND OTHERS.** No officer, member or employee of Owner and no member of its governing body and no other public official of the governing body of the locality or localities that the Project covers or in which it is being carried out who exercises any functions or responsibilities in the review of or approval of the undertaking or carrying out of this Project, shall (a) participate in any decision relating to the Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, interested or (b) have any interests, direct or indirect, in this Contract or proceeds from it.
- 8. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Rhode Island, exclusive of its choice-of-law rules, as well as all applicable federal and local laws. The CONTRACTOR and its subcontractors shall comply with all local, state and federal laws. All rights and remedies available to Owner under this Contract shall be cumulative and in addition to all other rights and remedies granted to Owner at law or in equity.
- 9. **ALL LEGAL PROVISIONS INCLUDED.** The parties intend and agree that all legal provisions of law that are required to be included in this Contract shall be deemed to be included. If by mistake or otherwise some provision is not included or is not included in its proper form, then either party may apply to amend the Contract, which shall be made in writing and signed by both parties, to comply strictly with the law and without prejudice to the rights of either party.

10. RIGHTS AND REMEDIES.

A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the Owner or the CONTRACTOR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. DISPUTE RESOLUTION PROCEDURES. The parties agree to endeavor, in good faith and in recognition of the costs and expenses associated with legal proceedings, to resolve and settle among themselves any disputes, or controversies, pertaining to the Contract through direct negotiations between the parties. However, if settlement, or resolution, cannot be reached from these direct negotiations, the parties agree to the following dispute resolution procedures:

- (a) **Mediation:** For any Controversy or Claim not resolved directly between the CONTRACTOR and the Owner, and prior to the implementation of the binding dispute resolution procedures set forth in Section (b) below, the Owner shall have the option to pursue non-binding mediation, exercisable by written notice to the CONTRACTOR. In the event of the exercise of such option by the Owner, the Owner and the CONTRACTOR shall attempt to select a mediator, and in the event that the Owner and the CONTRACTOR cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the State of Rhode Island, Superior Court, with a copy to the other, with a request for the court to appoint a mediator.

The mediation, unless the parties mutually agree otherwise in writing, shall be in accordance with the Construction Industry Rules of the American Arbitration Association. The parties agree to equally share in the mediator's fee and any filing fees. Any mediation will be held in Warwick, Rhode Island. Each party agrees to bear their own attorneys fees associated with the mediation.

- (b) **Arbitration and Litigation:** If the mediation described in Section (a) is unsuccessful, then, in Owner's sole discretion, any controversy, or claim, arising out of or relating to this Contract, or the breach thereof, shall be resolved by either binding arbitration or litigation (filed in the state or local courts of Warwick, Rhode Island). Owner will notify the CONTRACTOR in writing of its election of arbitration or litigation within thirty (30) calendar days after the date of the unsuccessful mediation, and CONTRACTOR agrees not to commence any legal action against Owner until such election is made and communicated. If Owner elects binding arbitration, it shall be administered, unless the parties mutually agree otherwise in writing, in accordance with the most recent Construction Industry Rules of the American Arbitration Association. Whether arbitration or litigation is elected by Owner, any hearing shall be held in the State of Rhode Island,

and the Court or Arbitrator(s) shall have the power to award to the prevailing party its reasonable attorneys' fees, expenses and costs.

12. SUBCONTRACTOR APPROVAL AND CONTRACT EXECUTION. The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, without the Owner's prior written consent, which the Owner may grant or withhold in its sole discretion. No Subcontracts or any contract assignment or transfer shall release the CONTRACTOR of its liability under the Contract (and the Payment and Performance Bonds provided with respect thereto).

The CONTRACTOR agrees and understands that all subcontracts will contain, by inclusion or reference, all the pertinent provisions of this Contract which bind the subcontractor to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the CONTRACTOR, by this Contract assumes toward the Owner.

Further, the Owner at all times retains the right to approve all Subcontractors utilized in the performance of Work on the Project and Owner has the right to request copies of any and all subcontract agreements. CONTRACTOR shall utilize all subcontractors, indicated as subcontractors (including MBE/WBE or DBE subcontractors), for the performance of the Work unless the substitution of a subcontractor is approved by Owner. If CONTRACTOR wishes to substitute a subcontractor, CONTRACTOR must contact Owner at least thirty (30) days prior to the date of the desired substitution. Should an emergency arise wherein a substitution is necessary immediately, CONTRACTOR should contact Owner as soon as possible. Owner has sole discretion as to whether or not to grant a request for a substitution.

13. LIQUIDATED DAMAGES. It is mutually agreed between the parties hereto that time is of the essence on this Contract, and in the event the construction is not completed within the time herein specified, it is agreed that from any money due or to become due the CONTRACTOR or their Surety, the Owner may retain the sum specified in Section 80-08 of the FAA General Contract Provisions, for each calendar day thereafter, Sundays and holidays included, that the work remains incomplete, not as a penalty, but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the CONTRACTOR to complete the work within the time stipulated. In addition to these liquidated damages listed herein, other liquidated damages associated with each phase, or sub-phase, of work are identified within the Construction Safety Phasing Plans and are also considered to be eligible for payment as liquidated damages.

It is mutually agreed between parties hereto that in addition to liquidated damages specified above, the CONTRACTOR pay the Owner the actual costs for any Resident Project Representative, or inspectors, necessarily employed by the Owner on the Work and the actual costs for the Engineer's observation of construction and project representative services, including all travel and subsistence expenses after the date specified for completion until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that these sums for these actual costs may be deducted from the payment sum due to the CONTRACTOR by the Owner for work performed as provided in Section 90 of the FAA General Provisions.

14. INDEMNIFICATION.

1. Indemnified Parties.

For purposes of this Contract, the term “Indemnified Parties” shall mean the RIAC and the State of Rhode Island and/or their current and former commissioners, officers, employees, agents, servants, representatives, Consultants, subconsultants, affiliates, subsidiaries, successors and assigns.

2. Indemnification.

(a) The CONTRACTOR agrees to indemnify, and defend and hold each of the Indemnified Parties harmless from and against losses, costs, damages, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including, but not limited to, bodily injury, death and/or property damage to the extent caused by any act, error or omission, of the CONTRACTOR or any of the CONTRACTOR's officers, Consultants, subconsultants, subcontractors, agents, representatives or employees in the performance of professional services under this agreement.

(b) Ownership or Use of the Construction Documents: The CONTRACTOR agrees to indemnify and defend and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from the ownership or use of the Construction Documents, including, without limitation, claims of infringement of property rights by a third party.

(c) Hazardous Materials and Environmental Laws: The CONTRACTOR agrees to indemnify and defend and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from any negligent or intentional act or omission of the CONTRACTOR or any of the CONTRACTOR's officers, Consultants, subconsultants, subcontractors, agents, representatives or employees with respect to (i) any investigation, monitoring, clean-up, containment, removal, storage or restoration work with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Airport premises or any other areas; (ii) any actual, threatened or alleged contamination by Hazardous Materials on the Airport premises or other areas; (iii) the disposal, release or threatened release of Hazardous Materials on the Airport premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; (iv) any bodily injury, death or property damage with respect to the use or placement of Hazardous Materials on the Airport premises or other areas; or (v) any violation of any applicable Environmental Laws.

(d) **Supersede and Survival:** The CONTRACTOR's indemnity and defense obligation under this Section 14 shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of this Contract for a period equal to the statute of limitations for any action which could be brought against RIAC, the state of Rhode Island or their respective agents, officers, directors and employees and shall continue through the duration of any such action brought during the applicable time periods.

(e) **Indemnification Limitation:** In claims against any person or entity indemnified under this Contract by an employee of the CONTRACTOR or its subcontractor, subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Contract shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. BREACH OF CONTRACT TERMS. Any violation or breach of terms of this contract on the part of the CONTRACTOR or their 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 to this agreement.

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

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

16. SUSPENSION BY OWNER FOR CONVENIENCE. The Owner may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole, or in part, for such period of time as the Owner may determine.

17. NO MONETARY CLAIM OR DAMAGE FOR DELAYS. Notwithstanding any other provision contained in this Contract, the Owner shall not be liable to the CONTRACTOR, or any subcontractors, for any monetary claims, or damages of any nature, caused by or arising of any delays, suspensions, interferences, or hindrances of any kind in the performance of this Contract occasioned by any act, or omission to act, of the Owner or any of its Representatives or Agents, or of a separate contractor employed by the Owner. The sole remedy against the Owner, by the CONTRACTOR, shall be the allowance of additional time for completion of the Work.

18. TERMINATION OF CONTRACT.

A. TERMINATION FOR DEFAULT

The RIAC may suspend or terminate this Contract at any time, without forfeiture, waiver, or release of any other rights of the RIAC, upon default or breach by CONTRACTOR in the performance of the Work to be provided by CONTRACTOR under this Contract or in observance of or compliance with any of the terms and conditions of this Contract, or if the RIAC determines that the services rendered and/or work performed by CONTRACTOR are unsatisfactory in any way. The RIAC shall give CONTRACTOR seven days prior written notice of such termination and an opportunity to cure the default or breach within said notice period, if not otherwise provided under a separate provision of this Contract. If default or breach is not timely cured, CONTRACTOR shall immediately cease or cause to be ceased all services. CONTRACTOR shall invoice and be paid for only those services rendered and work performed in accordance with the terms and conditions of this Contract through the date of termination that are reasonably satisfactory to the RIAC. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the RIAC for damages sustained by the RIAC by reason of any breach or default of this Contract by CONTRACTOR, and the RIAC may withhold any payments to CONTRACTOR for the purpose of set-off for such damages sustained by the RIAC.

B. TERMINATION FOR CONVENIENCE

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.

19. ENTIRE AGREEMENT; SEVERABILITY. This Contract constitutes the final written expression of all the terms of the parties' agreement and is a complete and exclusive statement of those terms. Any modifications or amendments hereof must be in writing and signed by the parties. If any of the terms of this Contract shall be finally declared invalid in a court of competent jurisdiction, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have caused this CONTRACT to be executed in their names and on their behalf as of the date first written above.

CONTRACTOR NAME, "Contractor"

RHODE ISLAND AIRPORT CORPORATION, "Owner"

By:_____

By:_____

Name:_____

Name: Iftikhar Ahmad

Title:_____

Title: President and CEO

Approved as to substance and form:

By:_____

Name:_____

Title:_____

Recommended By:

By:_____

Name: _____

Title:_____

END OF SECTION 00500
