

**INVITATION FOR BIDS  
ROANOKE REGIONAL AIRPORT COMMISSION**

<b>BID NUMBER:</b>	<b>18-019R</b> released on <b>December 3, 2018</b>
<b>DEADLINE FOR RECEIPT OF BID:</b>	<b>December 21, 2018 at 2:00 P.M. in person, or by mail/carrier</b>
<b>BID PROJECT:</b>	<b>Sprinkler Pipe Replacement Project</b>
<b>PRE-BID MEETING SITE INSPECTION:</b>	<b>December 13, 2018=Conference Room "A" at 10:00 AM</b>

**INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

1. The Roanoke Regional Airport Commission is seeking bids for the demolition and removal of existing pipes and replacement of approximately 330 feet of 3"-schedule 40 sprinkler pipe and labor and materials and performing all associated services at Roanoke Blacksburg Regional Airport.
2. Submit bid quotation on the blank Bid Form included herein, filling in all spaces and information; failure to answer all questions, provide all information, or return all pages of this Request for Bid may be cause for disqualification of the bidder (see Part II-Bid Form).
3. All bids must be signed by an authorized representative of the responding company.
4. Bids which are mailed by US mail or private carrier, or which are hand delivered, must be presented in an opaque envelope and must be sealed, marked and addressed as follows and must be received by **2:00 P.M. on December 21, 2018 at the following address:**

Roanoke Regional Airport Commission  
Administrative Offices  
5202 Aviation Drive, N.W.  
Roanoke, Virginia 24012  
Attention: Erin Henderson-Contracts Administrator

Place in lower left hand corner of the envelope:

**Sprinkler Pipe Replacement Project  
Bid No. 18-019R**

5. Only bids received in the Commission's Administrative Offices, Second Floor Terminal Building, or by email as specified above, on or prior to the bid deadline specified above shall be considered. Bids received after the bid deadline are considered late and will not be accepted.
6. **EVALUATION OF BIDS:** Subject to the terms and conditions herein, the Contract will be awarded to the lowest responsive and responsible bidder offering the lowest total price for all required services.
7. A **PRE-BID** meeting will be held and site inspection provided by Commission's representative on **December 13, 2018 at 10:00 a.m.** , in order to assist bidders in preparing their bid packages. Any interested bidder should arrive at the Commission's Conference Room A, Second Floor Terminal Building, by the specified time in order to participate in the pre-bid meeting and view the sites. No additional meetings or site reviews will be provided.
8. **INTERPRETATIONS:** Any questions concerning this Invitation for Bids shall be provided in writing to Erin Henderson, Contracts Administrator by the close of business on December 17, 2018 by email to [erinh@flyroa.com](mailto:erinh@flyroa.com) Addenda and/or answers to questions will be provided to all Bidders of record who have requested a bid package and/or attended the pre-bid meeting. Any Addenda sent to Bidders will become a part of the Contract documents.

**B. ADDITIONAL REQUIREMENTS FOR COMPLETION OF BID**

1. The scope of work, including the detailed specifications and other requirements, terms and conditions which will be imposed on the Successful Bidder are included in the Proposed Contract (Section III of this Request for Bids), including the Technical Specifications and Plans attached thereto and incorporated therein.
2. The Bidder must submit its Bid on the Bid Forms contained herein; no other form is acceptable. All blank spaces in the Bid Forms must be correctly and completely filled in, where indicated, in ink or type written, except that all signatures shall be signed in ink by an official of the firm who is authorized to submit the bid.
3. No bid will be received and tabulated or considered, nor any contract awarded, unless the bidder has demonstrated in the bid form that it is properly licensed as a Contractor, as required under the Code of Virginia (1950), as amended (complete Part II Bid Form).

4. Each Bidder shall include on the bid form the name of at least three (3) commercial references for similar services, including the name and telephone number of a contact at the referenced company (Part II-Bid Form Section II).
5. Each Bidder shall specify, in its bid, the name of and the work to be performed, if any, by each subcontractor. Part II-Bid Form 2).
6. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage (Part II-Bid Form, Section III). No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
7. Each bidder shall complete and submit with its bid, the Bidder Certification of Licensure and Licensure of Subcontractors appearing in Part II- Bid Form, Section IV.
8. Every Bidder (or Offeror) shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the Bidder is not required to be authorized under Title 13.1 or Title 50 or as otherwise required by law, the Bidder shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Executive Director (Part II-Bid Form, Section V).
9. Each Bidder shall be prepared to submit evidence of qualifications, experience, and equipment to perform the work specified in this Request for Bid.
10. Any changes, including corrections of omissions and discrepancies that may be made to the Requests for Bids will be in the form of an Addendum which will be provided to all Bidders of record.
11. All proposals or bids and any accompanying or related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including, without limitation, Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents submitted to the Commission are not subject to copyright and, as such, may be copied; however, the release of such documents shall be governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

12. LIQUIDATED DAMAGES: Time is of the essence in the completion of this Work. Bidders are advised that the Contract documents do contain provisions for liquidated damages, including without limitation liquidated damages for failure to complete to Work in a timely manner. By submitting a bid, a bidder acknowledges and agrees that the bidder has been advised of such liquidated damages and has reviewed and agreed to the liquidated damages provision in the Contract Documents, including without limitation, Contractor's waiver of any defenses as to the validity of such liquidated damages based on such liquidated damages being void as penalties or not being reasonably related to actual damages. Liquidated damages may be assessed at \$250.00 per day for each day project is not complete after project deadline.

### 13. GENERAL BOND REQUIREMENTS

#### A. BID BOND

Each separate Bid shall be accompanied by a Certified or Cashier's Check or a Bid Bond on the form provided herein in the amount of not less than five (5%) of the total amount bid, including all alternates, made payable to the Roanoke Regional Airport Commission. If a Bid Bond is provided in lieu of a Certified or Cashier's Check, it must be signed by the bidder as principal and by a corporate surety authorized to transact business in Virginia, be substantially on the form included with the Bid Forms herein, include an executed surety bond affidavit and be accompanied by a valid power of attorney indicating that the person signing the bond on behalf of the surety has full legal authority to do so.

#### B. LABOR AND MATERIAL PAYMENT BOND

If Contractor is awarded bid, they will be required to submit a Labor and Material Payment Bond to Commission with their Contract. A good and sufficient Labor and Material Payment Bond in substantially the forms contained in these specifications and in the sum of not less than 100 percent of the contract amount, with a surety company satisfactory to the Owner and licensed to conduct business in the Commonwealth of Virginia, will be required of the Contractor guaranteeing that the contract, including the various guarantee periods hereunder, will be faithfully performed, and the labor and material suppliers shall be paid. The fully executed bond, along with appropriate Power of Attorney and the executed contract shall be delivered to the Owner no later than fifteen (15) calendar days from the date of receipt of the Owner's Notice of Award. If, at any time after the execution of the agreement, Owner shall deem the surety or sureties upon

such bond or bonds to be unsatisfactory, or, if, for any reasons, such bond or bonds ceases to be adequate to cover the performance of the work as above specified, Contractor shall, at its expense within five (5) days of receipt of Owner's written notice to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no payment to Contractor shall be deemed due under the agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

Only use the Labor and Material Payment Bond Form in substantially the form as are included within these documents are acceptable.

C. ADDITIONAL INFORMATION TO ASSIST BIDDERS

1. PROJECT PHASES

The project will be divided into two (2) Phases. Phase 1-All preliminary and administrative work shall be completed within twenty-five (25) days. This includes obtaining badges, and procuring a Permit from the City of Roanoke.

Phase 2-Performance of Work. Contractor will be given thirty (30) days to complete the Project after a Notice to Proceed for Phase 2.

2. INSURANCE

The successful bidder shall be required to obtain and maintain comprehensive general liability insurance on a per occurrence basis in the amount of \$5,000,000.00 million dollars (see Terms/Conditions GC-8 Insurance).

D. BID AWARD

1. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all specifications and having positive commercial references.

2. The Commission reserves the right to cancel the request for bids, to waive any informality in any bid and to reject any or all bids should said action be deemed to be in the best interest of the Commission.

3. Bids shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Bid Opening date, the Commission may give written "Notice of Bid Acceptance". The successful Bidder shall be required, within fifteen (15) consecutive calendar days after the receipt of

the "Notice of Bid Acceptance" to execute the Contract and furnish the Roanoke Regional Airport Commission with proof of liability insurance coverage's and a copy of the proposed project schedule.

4. Should the successful Bidder fail or refuse to execute and return the Contract, supply the required insurance and proposed schedule within the time allowed, the Commission may proceed to contract with the next lowest bidder meeting all specifications and reference requirements, and may debar the first successful Bidder from future bidding opportunities.

5. The bid shall not be final and effective, nor the Commission legally bound, until the fully executed contract is returned to the successful bidder.

6. Failure to perform the Contract in a reliable manner shall constitute a basis to determine for future Contracts that the Contractor is not a responsible bidder and the Commission may refuse to award such future contracts to Contractor.

7. This procurement is subject to and governed by the small purchase provisions of the Virginia Public Procurement Act, as amended, as modified by the Roanoke Regional Airport Commission Procurement Regulations, as amended, which are incorporated by reference herein.

## **PART II - BID FORM**

### **SPRINKLER PIPE REPLACEMENT PROJECT**

**Bid No. 18-019R**

**THE BIDDER SHALL COMPLETE ALL ITEMS AND FILL IN ALL BLANKS IN THESE BID FORM PAGES**

#### **SECTION I            BID PRICE**

The undersigned hereby proposes and agrees, if this Bid is accepted, it will contract with the Roanoke Regional Airport Commission to furnish and provide all supervision, labor, materials, tools, equipment, services, out of pocket costs and other incidentals for the Sprinkler Pipe Replacement Project that includes demolition and removal of existing pipes and the replacement of approximately 330 feet TOTAL of 3" sprinkler pipe and performing all associated services. Replacement pipe shall be schedule 40 pipe. There is 145' of pipe in the bag make-up area and 165' on the west side of baggage claim area, also schedule 40 pipe in addition, project will involve the replacement of two (2) dry valves, an "O-ring" and all new fittings for the branch circuits/lines for the sprinkler heads. Work will be done in accordance with this Bid Form, the Instructions to Bidders, the Proposed Contract, Technical Specifications, Drawings, Exhibits and any Addenda, as applicable, to the Request for Bids, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluation of bids, with the right reserved by the Owner to delete all or any portion of minor bid items.

**TOTAL LUMP SUM PRICE BID FOR Sprinkler Pipe Replacement Project and all associated services, as shown on the Contract Documents, and more particularly described in the Technical Specifications and Plans, including travel time and costs:**

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(use words) (dollar figures)

Recognizing that time is of the essence, the Contractor will commence Phase 1-Administrative Services portion of the project Work within 10 days of Notice to Proceed-Phase 1 and be completed within 25 calendar days after the effective date of the written notice to proceed. During this Phase, Contractor will obtain Permit, be badged and order materials and supplies.

Phase 2-Performance of Work will be issued upon completion of Phase 1 and Contractor will begin on the Project. The Project shall be completed within thirty (30) calendar days of the issuance of Notice to Proceed-Phase 2.

**Contract Time:** Twenty-five (25) consecutive calendar days from Phase 1-Administrative Services Notice to Proceed; and Thirty (30) consecutive calendar days from Phase 2-Performance of Work Notice to Proceed.

**Liquidated Damages:**

\$100.00 per day-Phase 1  
\$250.00 per day-Phase 2

The price quoted by the successful bidder shall remain in effect during the entire term of the Contract, and the successful bidder shall be paid upon the satisfactory completion of all of the Work, as determined by Commission.

The bid will remain valid and binding on the Bidder for a period of 60 days from the date of the bid opening.

Enclosed is security as required consisting of \_\_\_\_\_  
(cash, certified check or bid bond)

payable to the Roanoke Regional Airport *Commission in the amount of*  
\$\_\_\_\_\_. The amount equals five (5)  
percent of the total amount bid submitted by the Contractor.



**SECTION II                    QUALIFICATIONS OF BIDDERS**

Each bidder shall fully complete the information below, which may be used in determining Bidder's competency and responsibility in accordance with the General Conditions.

**Contact in your firm for inquiries:** \_\_\_\_\_

**Years of business under present name:** \_\_\_\_\_

**Date of Incorporation:** \_\_\_\_\_

**Place of Incorporation:** \_\_\_\_\_

**Contracting Specialties:** \_\_\_\_\_

**Years performing work specialties:** \_\_\_\_\_

**List equipment available for project:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**List three (3) most recent contracts or subcontracts completed in the last five (5) years which included work similar to that required in this project.**

<u>Type of Project</u>	<u>Contract With Contact Person/ Phone No.</u>	<u>Contract Amount</u>	<u>Date Completed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**List of key subcontractors to be utilized on this project and their responsibilities:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION III    COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION**

***Certification of Coverage***

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of work.

This form must be returned to the organization contracting the work.

The undersigned organization stipulates that it:

- A. Has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia

\_\_\_ Yes    \_\_\_ No

Insurance Company : \_\_\_\_\_

Policy expiration date \_\_\_\_\_ or,

- B. Is self insured for workers' compensation \_\_\_ Yes.

**SECTION IV      **BIDDER CERTIFICATION OF LICENSURE AND  
LICENSURE OF SUBCONTRACTORS****

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to Licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work, hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (ii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons executing this Certification on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

IN WITNESS WHEREOF, the Bidder has affixed its hand and seal.

\_\_\_\_\_  
(INSERT BIDDER'S NAME)

CONTRACTOR LICENSE NO. \_\_\_\_\_  
(IF APPLICABLE)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION V            COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

A. \_\_\_\_\_ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

\_\_\_\_\_.

B. \_\_\_\_\_ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

\_\_\_\_\_.

C. \_\_\_\_\_ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

\_\_\_\_\_

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia)

**SECTION VII      **BIDDER INFORMATION AND SIGNATURE****

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents:

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

**EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCK BELOW  
OR ITS BID SHALL BE DETERMINED TO BE NON-RESPONSIVE**

\_\_\_\_\_  
**Complete Firm Name of Bidder**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Name & Title of Signing Official**

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** (    ) \_\_\_\_\_

**Area Code**

**Email:** \_\_\_\_\_

**CONTRACTOR'S VIRGINIA CONTRACTOR NO:** \_\_\_\_\_

## PART III- PROPOSED CONTRACT

### SPRINKLER PIPE REPLACEMENT PROJECT

THIS CONTRACT, made and entered this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Roanoke Regional Airport Commission ("Owner" or "Commission") and \_\_\_\_\_, ("Contractor") pursuant to and in accordance with Commission's Small Purchase Procedures.

#### 1. **WORK**

Contractor hereby agrees to furnish and provide the supervision, labor, materials, tools, equipment, services. Incidentals and warranties necessary for the Sprinkler Pipe Replacement Project ("the Work") at Roanoke Blacksburg Regional Airport as more particularly identified in the Contract Documents. Said Project shall be undertaken in accordance the Technical Specifications, Plans, Drawings, Exhibits, as applicable and, with all applicable laws, ordinances and government regulations.

A more detailed description of the Work and its requirements is contained in the Section 7 hereof.

#### 2. **CONTRACT DOCUMENTS**

This Contract shall consist of the following Contract Documents: this executed Contract; the Invitation to Bid; the Instructions to Bidders; General Conditions; Drawings; Bid Bond, Labor and Material Payment Bond and the Contractor's completed Bid Form which is attached hereto and incorporated herein by reference. In the event of any inconsistency between this Contract and any of the other Contract Documents, the terms and conditions of this Contract shall prevail.

The General Conditions, which are attached hereto as Attachment "A", are hereby made a part of this Contract and incorporated herein as if fully rewritten.

#### 3. **TERM**

The Project is two-phased. Contractor agrees that time is of the essence for completion of this Contract. All preliminary and administrative work shall be completed within twenty-five (25) consecutive calendar days after the effective date of the written Phase 1-Administrative Notice to Proceed. All Work at the Airport including 330' feet of 3" schedule 40 pipe, two (2) dry valves, all new fittings, O-rings for the branch circuits for sprinkler heads and associated parts and equipment, all associated services and final clean-up shall be completed and final acceptance issued within thirty (30) consecutive calendar days after the effective date of the written Phase 2-Performance of Work Notice to Proceed.

Contractor shall notify the Owner in writing received at least 48 hours in advance of the date it desires to begin the Work at the site. The Work, once begun must continue uninterrupted until completion.

#### **4. CONTRACT SUM**

A. Owner agrees to pay Contractor the Contract Price a not to exceed sum of \_\_\_\_\_ (\$ \_\_\_\_\_) upon satisfactory completion of the Work as provided for in this Contract and as determined by Commission. Contractor acknowledges and agrees that the Contract payment amount may be increased or decreased by additions to and/or reductions in the Work only as effected by prior written change orders or amendments signed by both parties. Contractor agrees not to initiate any additional work, not called for in the Contract Documents, for which Contractor intends to seek additional compensation without first notifying Engineer in writing and obtaining Owner's prior approval by properly executed written change order or Contract Amendment.

The Contract sum specified above shall be the full and only sum paid to Contractor for all Work, materials, expenses and costs specified herein or incidental thereto.

B. It is understood that for each calendar day that the Work remains incomplete after the Contract time for Phase1-Administrative Services, including all extensions and adjustments as provided by written Change Order, the sum of One hundred Dollars (\$ 100.00) per day may be claimed as liquidated damages and retained, offset or deducted from any money due or to become due to the Contractor or its Surety. It is understood that for each calendar day that the Work remains incomplete after the contract time for Phase 2-Performance of Work, including all extensions and adjustments as provided by written Change Order, the sum of Two hundred fifty Dollars (\$250.00) per day may be claimed as liquidated damages and retained, offset, or deducted from any money due or to become due to the Contractor or its Surety. Such deducted sums may be assessed cumulatively, and such deducted sums shall not be considered to be a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the Work in the time provided in its Contract. It is understood and agreed that: (a) the actual damages that may result from failure to complete the Work within the required time are uncertain and difficult to determine with exactness and that the fixed amount is not out of proportion to the probable loss; (b) Owner retains the right to make such retentions, deductions and/or offsets for liquidated damages at any time and that Owner's imposition and the retention, deduction and/or offset of any liquidated damages hereunder shall not be subject to any prior notice or claim requirements; and, (c) Contractor waives any defenses as to the validity of any liquidated damages provisions in the Contract based on such

liquidated damages being void as penalties or not being reasonably related to actual damages. It is further agreed, however, that application of liquidated damages hereunder shall not be Owner's exclusive remedy and shall not bar any other claim, cause of action or remedy that Owner may have against Contractor under applicable law in the performance of this Contract.

C. See the **General Conditions** for payment and claims procedures.

D. **ACH VENDOR PAYMENT**

Roanoke Regional Airport Commission pays its vendors electronically rather than by paper check. Your payment will be deposited into the checking account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by email. The email will provide you with all the information that would normally be on your check stub. To receive payments electronically you must print, and complete the ACH form, include a voided check and return both with your signed Contract to [finance@flyroa.com](mailto:finance@flyroa.com)

By signing the form(attached herein), you authorize the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to your checking account.

5. **INSURANCE**

A. **Liability Coverage**

Prior to execution of this Contract by Commission, Contractor shall provide Owner's Executive Director suitable evidence of commercial general liability occurrence-type insurance that includes contractual liability and products and completed operations insurance, and automobile liability with "any auto" coverage, naming Contractor as insured and its employees, subcontractors, the Commission and its officials, officers, board members, agents, employees, and volunteers as additional insureds, providing coverage against any and all claims and demands made by any person or persons or any other entity whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work, services, items and/or other matters to be performed hereunder and including contractual liability coverage for the terms and conditions of this contract, which policies shall provide limits of not less than \$5,000,000.00.

B. **Other Requirements**

Other requirements concerning insurance are included in the **General Conditions** (Attachment A).



## 6. **SPECIAL CONTRACT TERMS**

### A. Scheduling and Notification of Work

- (1) Prior to Contractor beginning any work at the airport, it may be required to participate in the pre-construction meeting which shall include representatives of the Commission and, if applicable, the Consultant, and shall address many of the issues identified in Item 2 below. Such meeting should take place at least two weeks prior to the beginning of the Work.
- (2) Issues of parking, access, dumpsters, storage of equipment and supplies, use of sanitary facilities, schedules for security badging and training, if applicable, and other related procedures shall be governed generally by the contract documents, however, specific issues or problems will be coordinated by Contractor with the Commission's Project Coordinator in order to minimize inconvenience to Contractor, airport businesses and the general public.
- (3) Contractor shall provide at least 48 hours notice to Commission's Project Coordinator of its desire to begin work at the Airport.
- (4) The performance of the Work hours shall be scheduled in advance with the Commission's Project Coordinator. The Project hours will be flexible to accommodate Contractor so he can work with minimal disruption(s). A walk-through inspection by the Project's Coordinator may occur prior to the Contractor departing the work areas at the end of each or some work days.
- (5) At least daily, Contractor's job superintendent/supervisor and the Commission's Project Coordinator-Jay Ball, Director of Facilities and Grounds shall meet and discuss the work for the next day(s), as well as any coordination or issue resolution that needs to be undertaken.
- (6) Existing buildings will be occupied by the Owner and/or its tenants and in full operation during construction. If at any time Contractor's activities create such noise, dust, fumes or noxious odors, or safety issues so as to substantially curtail or affect the operations of Owner, its tenants or passengers, then Contractor may be required to cease its operations until the affected activities cease for that work period or for the day.
- (7) Work necessary to be performed in, or otherwise affecting the use or comfort of, the existing buildings and/or their surroundings shall be coordinated with the occupants' schedules.

- (8) Under no circumstances shall any emergency or required means of ingress or egress be blocked unless expressly authorized by Commission, upon at least 48 hours notice by Contractor.
- (9) See the **General Conditions-Attachment "A"** for other performance requirements.

## 7. **DETAILED DESCRIPTION AND REQUIREMENTS OF THE WORK**

The Project consists of:

Demolition and removal of existing pipes and replacement of approximately 330 feet of 3"-schedule 40 sprinkler pipe and performing all associated services. Areas involved: 145' of pipe in the bag make-up area and, 165' of pipe on the west side of the baggage claim area. In addition, Project will involve replacement of two (2) dry valves and all new fittings and O-rings for the branch circuits for the sprinkler heads.

- Contractor personnel will be badged and attend a training class for working in a secure area/non-movement area.
- Contractor will provide a \$5 million Certificate of Insurance.
- Contractor will provide Labor and Material Bond
- Contractor to obtain a PERMIT from the City of Roanoke
- Contractor to provide Certificate of Warranty
- All material that is part of the demolition phase of Project will be removed and disposed of off Airport premises.
- The Contractor shall furnish, erect, and maintain all barricades, warning and notification signs, and markings for hazards necessary to protect airport employees, airport tenants, and the public and the Work. During any work on or around the Terminal or elsewhere where appropriate, Contractor shall install the proper barricades and signage to isolate the Work area. Contractor shall coordinate placement of signs and other requirements for signs with the Owner. Signs shall be metal with wording, lettering size and type of stands determined by the Owner. Cost of signs and stands to be included in the price bid for other items.

## 8. **MAINTENANCE OF WORK SITE AND DAILY/NIGHTLY RETURN OF WORK AREA TO OPERATIONAL CONDITION**

At the completion of each work day or night work session, any and all areas of construction activities at the Terminal Building should be left in a

condition whereby normal passenger operations can be conducted without subjecting passengers, employees and tenants to a hazardous or unsafe condition.

All public areas shall be open and safely accessible to the public, unless otherwise noted herein.

All material storage, removal and installation operations shall not obstruct safe entrances and/or exits to the Terminal Building, except as required by the Work and approved by the Owner. All materials, equipment and vehicles shall be removed from the work area at the end of each day's work, with the possible exception of the work area barricade, marking and lighting systems.

All debris shall be removed and all work area demolition removal routes cleaned; waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines, shall not be placed, permitted to drop or be blown by the wind or jet blast onto the aircraft ramp at any time. Material tracked on or near this area shall be **removed continuously during the Work. All debris must be containerized**; no open-topped debris containers or dumpsters will be allowed. Use magnetic broom equipment as needed.

All material and stock shall be secured and barricaded at locations determined by the Owner and shall not unduly obstruct Airport operations.

## 9. AIRPORT SECURITY

Contractor acknowledges that the area where the work will take place is in Secured Area, which is a highly restricted access area and is referred to individually and collectively herein as "Security Restricted Areas." Contractor agrees to be responsible for and to insure that, none of its employees, agents, subcontractors or representatives gains access, enters or moves about the Security Restricted Area(s) without prior approval of the Owner's Executive Director as evidenced by a Commission issued identification badge, or constant escort by a duly authorized and badged employee of the Owner; and that the Contractor, its employees, agents, subcontractors and representatives shall comply with the requirements of Owner's federally mandated security program at Contractor's sole cost and shall be subject to the penalties of such program. *Only persons delivering materials or performing job functions of extremely short duration will be permitted to enter and remain inside any Security Restricted Area under escort by a badged representative of Contractor; all other persons involved with and performing the Work must be approved, trained and badged.*

Prior to issuance of a Commission identification badge, an authorized representative of Contractor shall designate an individual, in writing and on company letterhead, to serve as the Contractor's "Authorized Signatory". Only

the Contractor's Authorized Signatory may initiate requests for unescorted access to Security Restricted Areas of the airport for its employees, or subcontractors, in accordance with the Commission's Airport Security Plan (ASP). The Authorized Signatory and each employee for whom access is being restricted must submit to a Security Threat Assessment, vetting applicants through various TSA databases, and further, the Authorized Signatory and each employee for whom access to the Secured Area, Sterile Area or a Security Identification Display Area (SIDA) is requested shall be required to submit to a fingerprint based criminal history records check. The Authorized Signatory and all persons for whom badges are requested will be required to attend a security training taught or overseen by Commission personnel. The Owner reserves the right to deny any unescorted access within one or more of the Security Restricted Areas to some or all of Contractor's employees or the employees of Contractor's subcontractors.

Contractor agrees it shall be responsible for paying a \$30.00 deposit on each identification badge issued. In the event the badge is returned at the completion of the work, then the deposit shall be returned to the Contractor. In the event that any badge is not returned, then the deposit for the badge shall be forfeited and Contractor may be held in violation of TSA regulations and be subject to a fine of up to \$10,000.00. In the event that the badge is lost or otherwise unaccounted for during the time the work is being performed, then the deposit shall be forfeited and a new deposit and fee shall be charged for the replacement badge in accordance with the schedule of fees established by the Commission. Currently the first replacement badge will be \$50.00, second replacement badge \$75.00, third replacement badge \$100.00 during any consecutive twelve month period. Contractor understands and agrees that the fees and charges listed above are subject to revision by the Commission at any time and that it shall be subject to the fees established from time to time by the Commission.

Upon voluntary or involuntary termination of employment or completion of the Work at the Airport, Contractor shall notify Airport Security within 8 hours and surrender the identification badge(s) as soon as possible.

Contractor must keep employment records for each identification badge applicant for at least 180 days after termination of unescorted privileges and return the badges.

**TOOLS:** Recognizing that certain portions of the Terminal area where the Work may be or is being performed is located inside the Secured/SIDA and/or sterile area, Contractor shall take extraordinary measures to ensure that none of its tools or materials shall be left in any area where they might be picked up and taken onto an aircraft by passengers or other persons in violation of TSA regulations.

**VEHICLES:** Contractor agrees that any vehicles that it may be permitted to bring inside the security fence line shall be commercial vehicles, properly insured and identified with the company name on both sides of the vehicles using letters eight

inches or greater in height, and subject to search before each entry, as well as subject to escort by Commission personnel at all times it or they are in operation. Contractor may also be required to affix a Commission issued vehicle decal to each such vehicle.

All persons routinely driving such vehicles shall be trained regarding driving inside the security fence in an area where aircraft are operating, and/or be escorted by an employee of the Commission.

In addition, Contractor shall keep its vehicles, and any bins, tool boxes, etc. locked therein, in a locked condition whenever located inside the fence, and Contractor is not actively engaged in the process of removing/replacing tools and materials into or out of the vehicle.

**ACCESS POINTS:** The Contractor shall use only authorized access points and routes into and within the Security Restricted Areas. Contractor is responsible for ensuring all employees of Contractor and the subcontractor(s) use only the authorized access points and approved routes to access the work sites, and that they verify that the access points are secure immediately after use. Gates that fail to secure must be immediately reported to a Public Safety Officer. The persons and vehicles entering any part of a Security Restricted Area shall proceed immediately to and from the work site and the entrance gate, and shall not unnecessarily drive or walk onto or across any aircraft parking or taxiing area.

The Airport is subject to TSA security requirements and rigid adherence is mandatory. Any fines resulting from unauthorized contractor's personnel enter a Security Restricted Area or being left without escort or other security violations by Contractor, its employees and subcontractors will be deducted from money otherwise due Contractor.

#### 10. **FINAL ACCEPTANCE**

Upon due notice from Contractor of presumptive completion of the entire project, commonly referred to as Substantial Completion, the Consultant and Owner will make an inspection.

If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract documents, including, without limitation, drawings and supplementary drawings and specifications, such inspection shall constitute the final inspection, and the Owner shall notify the Contractor in writing of Final Acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Contractor shall proceed to correct the unsatisfactory work, commonly referred to as the "punch list", within fourteen (14) consecutive calendar days. Upon correction of the work, another inspection will be made which will constitute the final inspection, provided the work has been satisfactorily

completed. In such event, the Owner will make the Final Acceptance, and notify the Contractor in writing of this acceptance as of the date of the final inspection. Final Acceptance shall be achieved within the Contract time.

## 11. **WARRANTIES**

The Contractor expressly warrants that all aspects of the Work shall be of good and merchantable quality and fit for the particular purpose for which intended. In addition to and not in lieu of any others warranties, express or implied, the Contractor expressly warrants and guarantees the Work against defect or deficiencies in all material and workmanship and shall maintain, repair or replace solely at its own cost and expense including, without limitation, any cost of labor, materials or travel, any work that is found by the Owner to be defective, within a period of one (1) year on the valves and five (5) years on the pipe from the date of Final Acceptance of the Work.

The establishment of the time period of one (1) year on the valves and five (5) years on the pipe after Final Acceptance relates only to the specific contractual obligation of the Contractor to correct the Work, and has no relationship to and is in addition to and not in lieu of any manufacturer's warranty, the time within which Contractor's obligations to comply with the Contract Documents may be sought to be establish the Contractor's liability with the respect to any of its obligations other than specifically to correct the Work.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the express warranty, the Owner may have the defects corrected and the Contractor and its Surety shall be liable for all expense incurred.

This warranty shall be in addition to and not in lieu of any and all other applicable and required warranties, as specified in these contract documents, including, without limitation, manufacturer's, special, express or implied warranties.

## 12. **PERMITS/LICENSES/TAXES**

The Contractor shall be solely responsible for providing and shall procure all permits and licenses, pay all charges, fees and taxes, and, give all notices necessary and incidental to the due and lawful prosecution of the Work.

The Contractor shall obtain or possess a valid Contractor Business License in accordance with any City of Roanoke ordinances.

A City of Roanoke Building permit is required for this Project.

## 13. **NOTICES**

- A. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on

behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid, is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.

B. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012, or at such other office as Commission may hereafter designate by notice to contractor in writing.

C. Notice to Contractor. Notice to Contractor shall be addressed and delivered to: \_\_\_\_\_

\_\_\_\_\_ or at such other office in the continental United States as Contractor may hereafter designate by notice to Commission in writing.

WITNESS the following signatures:

Contractor: \_\_\_\_\_ Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Roanoke Regional Airport Commission

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Executive Director Commission Secretary

Date: \_\_\_\_\_

Certification of Funding:

Approved for Legal Form:

By: \_\_\_\_\_  
General Counsel  
Roanoke Regional Airport Commission

By: \_\_\_\_\_  
Treasurer  
\_\_\_\_\_  
Account Number