

**SPECIAL EXCEPTION**

**FOR**

**DTW ARFF STATION 1**

**WOMEN’S LOCKER ROOM IMPROVEMENTS**

**AT DETROIT METRO AIRPORT**

**SPECIAL EXCEPTION NO. 230824**

**(MUST BE A WCAA CERTIFIED SBE PRIME CONTRACTOR TO RESPOND)**

|  |  |  |
| --- | --- | --- |
| Action | Date | Time |
| Special Exception issued | 3/13/23 |  |
| Pre-Response Question Deadline(Purchasing.questions@wcaa.us)Reference RFB#230523 in all emails | 3/17/23 | 2:00 PM |
| Response Deadline | 3/27/23 | 2:00 PM  |

**Response Submittal Location:** purchasing.questions@wcaa.us

  **Procurement Contact:** Faye Northey, NIGP\_CPP, CPPO, CPPB

Deputy Director, Procurement

Phone: (734) 247-7900, Fax: (734) 955-5648

purchasing.questions@wcaa.us

**DESCRIPTION:** Special Exception for construction and related services to modify the existing airfield operations area Airport Rescue and Fire Fighting (ARFF) Station 1 for selective demolition and construction to renovate existing space for new Female Fire Fighter Toilet, Shower and Locker Room for the Wayne County Airport Authority at Detroit Metro Airport. Scope of work involves approximately 345 SF of existing space for the construction of new Americans with Disability Act (ADA) compliant Restroom and Shower/Locker Room, including: removals of existing masonry partitions, select in floor/underground removals for plumbing, new metal stud/drywall partitions, doors/frames/hardware, architectural elements, plumbing fixtures and accessories, showers, lockers, and benches.

***All questions regarding this Special Exception must be submitted to the Procurement Contact at the above number and email address. Contact concerning this Special Exception with any other employee, officer or Board Member of the Airport Authority is not permitted during the solicitation process.***

***It is the Respondent’s responsibility to obtain and view all Special Exception documents and addenda issued by the Wayne County Airport*** ***Authority Airport Authority for this Special Exception.***

1. To **obtain** One courtesy copy of Attachments I only- Construction Documents, send email request to Detroit@Eng-Repro.com. Reference **Special Exception Special Exception# 230824 in the subject line** and provide **your company contact info**.

Engineering Reproduction, Inc. will respond to the email request with a security form (found in Attachment H) to be completed by the potential Plan Holder for return to Engineering Reproduction, Inc. When the completed form has been received, Engineering Reproduction, Inc. will give the Requestor all the information related to the job. **No partial sets will be issued.**

Engineering Reproduction, Inc. is located at:

13550 Conant Ave.

Detroit, MI 48212

Detroit@eng-repro.com

Telephone: 313.366.3390

Fax: 313.366.3393

Paper and electronic files are available. The Contractor must obtain the paper files, which are the official documents of record for this Special Exception, to obtain the electronic files. The following is a list of the attachments that are available..

One courtesy copy will be provided by the Airport Authority. The Respondent is responsible for the cost of printing/reproduction and shipping of any additional copies. The Respondent may contact Engineering Reproduction, Inc. for an exact amount and shipping options and costs.

|  |  |  |  |
| --- | --- | --- | --- |
| **Att.** | **Date** | **Attachment Description** | **No. of Pages / Drawings** |
| I | 10/05/22 | Construction Documents – IFB 10/05/22: Wayne County Airport Authority DTW ARFF Station 1Women’s Locker Room Improvements (24”x 36”) | 39 |

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SECTION 1 – GLOSSARY OF TERMS

**To the extent in this Special Exception document the following are defined as:**

1. **Airports:** Detroit Metropolitan Wayne County Airport and Willow Run Airport.
2. **Air Trade Area (ATA):** Michigan counties of Genesee, Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne.
3. **Response Guarantee:**  sum of money or a bond provided by a Respondent to the Airport Authority with a Response to guarantee that the Respondent will not withdraw the Response for a specified period of time and will enter into a contract with the Airport Authority within the time specified in the Special Exception, based upon the substantive terms and conditions contained in the Special Exception or Form of Agreement included in the Special Exception.
4. **Respondent:** Business that submits a Response to the Special Exception issued by the Airport Authority.
5. **Board:** the governing body of the Airport Authority.
6. **Business:** an individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.
7. **Certified Small Business Enterprise (SBE)**: Business certified by the Wayne Country Airport Authority as being headquartered within the ATA, and not exceeding the Small Business Administration (SBA) Size Standards.
8. **Contractor:** the successful awarded Respondent of a Special Exception, who is legally bound to the contract.
9. **Currency:** All monetary references in this document are in U.S. Dollar.
10. **Detroit Metropolitan Wayne County Airport or DTW:** Detroit Metro Airport
11. **Experience:** For the purposes of this Special Exception, Experience shall equal a standard Michigan construction season, which ranges from April to November.
12. **Form of Agreement or FOA:** the contract document for the Special Exception.
13. **Freedom of Information Act (FOIA):** regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.
14. **Holiday:** the legal holidays observed by the Airport Authority. (New Year’s Day, Martin Luther King Jr. Birthday, Friday before Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve)
15. **Insurance:** all projects require insurance naming the Wayne County Airport Authority and the Charter County of Wayne as additional insured.
16. **Joint Venture:** A partnership or other legal cooperative agreement between two or more persons or entities.
17. **LEED:** Leadership in Energy and Environmental Design
18. **Managed:** For the purpose of this Special Exception, Managed shall be defined as being in full responsible charge of, and administering all facets of, a project.
19. **Metro Airport or DTW:** Detroit Metropolitan Wayne County Airport.
20. **Nonresponsible Response:** a Response submitted in reply to a Special Exception issued by the Airport Authority, where the Respondent does not meet all required minimum qualifications or SBE goal requirements, if required, or is not in compliance with the Airport Authority’s requirements concerning ethics, debarment and/or arrearage.
21. **Nonresponsive Response:** a Response submitted in reply to a Special Exception issued by the Airport Authority, which does not conform to all material requirements of the Special Exception.
22. **Notice of Award:** written notification from the Airport Authority to the successful Respondent that they have been awarded the contract.
23. **Notice to Proceed:** written authorization from the Airport Authority to the successful Respondent to proceed with the work defined in the contract.
24. **Partnership:** an agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.
25. **Prevailing Wage:** Local minimum wage and fringe benefit rates established by the U.S. Department of Labor to be paid to onsite laborers and mechanics on construction projects.
26. **Procurement and Contracting Ordinance (Purchasing Ordinance):** the common name of the Wayne County Airport Authority Procurement and Contracting Ordinance, which is the policy governing procurement and contracting at the Wayne County Airport Authority.
27. **Public-use Airport:** an airport that is open to the public which is either 1) publicly owned, or 2) privately owned but designated by the Federal Aviation Administration (FAA) as a reliever, or 3) is privately owned but having scheduled service and at least 2,500 annual enplanements.
28. **Reciprocity:** an expedited application process available to firms headquartered within the Air Trade Area that are already certified as a small business with the Small Business Administration or maintains small business certification with any Public Agency located in the Air Trade Area (at the discretion of the Procurement Administrator).
29. **Responsible Respondent:** a Respondent who is qualified in all respects to fully perform the required services or to provide the required goods, and who possesses the integrity, experience and reliability necessary for good faith performance. A responsible Respondent meets the minimum qualification requirements and conforms to the Airport Authority’s requirements concerning ethics, debarment, arrearage, and where applicable, SBE participation goal.
30. **Responsive Response: a** Response timely submitted by a Respondent in reply to, and in conformity with all material requirements of a Special Exception issued by the Airport Authority.
31. **Similar Government or Private facility:** is defined as a facility that has high security of a critical infrastructure, for example, stadiums, court houses, jails, nuclear plants, college campuses, or corporate campuses.
32. **Small Business Enterprise (SBE) Program** - Program created by Wayne County Airport Authority to increase opportunities for qualified small businesses to participate on Airport Authority contracts that are not federally funded.
33. **Substantially Complete**: a construction project having achieved the “Substantial Completion” date, which is defined in Section 7.1.2 of the Typical Construction Services Agreement General Terms and Conditions, which is included in Attachment H of this Special Exception.
34. **Team Member:** an entity identified in the Respondent’s response to this Special Exception that will be assigned to the project outlined in this Special Exception if the Respondent is awarded the contract for construction. A Team Member may be the Respondent’s business (as identified on the Business Information Questionnaire included in the Special Exception), or a Subcontractor, or if the Respondent is a partnership or joint venture, an entity that is part of the partnership or joint venture.
35. **Willow Run or YIP:** Willow Run Airport

SECTION 2 – INSTRUCTIONS AND SPECIAL REQUIREMENTS

1. **SPECIAL EXCEPTIONINFORMATION AND QUESTIONS:** Respondents are advised to review this document in its entirety and to rely only upon the contents of this Special Exception and accompanying documents and any written clarifications or addenda issued by the Airport Authority. **THE AIRPORT AUTHORITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS**. If a Respondent finds a discrepancy, error, or omission in the Special Exception or any accompanying documents thereto, the Respondent shall promptly notify the Procurement Contact noted on the Cover Page of this Special Exception, so that written clarification may be sent to all prospective Respondents. All questions must be submitted in writing by the pre-Response question deadline. **No contact with other Airport Authority employees, officers or Board members regarding this document is permitted.**
2. **PRE-RESPONSE MEETING:** In lieu of an onsite meeting, a virtual ZOOM Pre-Response meeting concerning this Special Exception will be held. The date, time and location are indicated on the Cover Page of this Special Exception. Airport Authority staff will be available at this meeting to answer questions about this Special Exception. Attendance at the meeting is strongly encouraged for the entities that will be submitting a Response that will be signatory on a contract with the Airport Authority for the work contained in this Special Exception, as well as subcontractors participating on the Respondent’s teams.
3. **SPECIAL EXCEPTION MODIFICATIONS/ADDENDA:** Clarifications or modifications may be made to this Special Exception at the discretion of the Airport Authority. Any and all Addenda issued by the Airport Authority will be posted as noted on the Cover Page of this Special Exception. It is the responsibility of the Respondent to obtain from MITN any issued Addenda and to acknowledge the Addenda on the Response Form. If any changes are made to this Special Exception document by any party other than the Airport Authority, the original document in the Airport Authority’s files takes precedence.
4. **RESPONSE DEADLINE / LATE SUBMISSIONS:** The Response is due not later than the date and time listed on the Cover Page of this Special Exception. ***The MITN system does not accept late Responses and will cut you off at the exact deadline date and time, so allow yourself plenty of time when submitting your Response.*** The deadline date may in some instances change during the Special Exception issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this Special Exception prior to the deadline date indicated on the Cover Page of this Special Exception.
5. **SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:** Respondent must be a WCAA Certified SBE Prime Contractor to respond.

**NOTE: WCAA SBE Certification status must be active as of the Response deadline.**

1. **RESPONSE SUBMISSION:** Failure to submit a timely Response including: 1) a signature binding the offer and2) a completed Price Form, will result in your Response being deemed nonresponsive.
	1. The Respondent is also to submit the following required information:
		1. Submit an original Response.
		2. Subcontractor Form
			1. The Respondent must include information about each subcontractor that will be utilized in the contract. Subcontractors cannot be added or replaced after submittal of the Response without the prior written approval of the Airport Authority.
		3. Submit an executed Project Documents Declaration Form
		4. Submit an executed Document Security Agreement for Sensitive Security Information
		5. Respondent must be in Good Standing with the State in which their business is domiciled.  The Respondent must certify on its Business Information Questionnaire that it is in Good Standing or not required to obtain such a certificate or otherwise register with that state.  If the Respondent is domiciled outside of Michigan, the Respondent will also be required to be in Good Standing with the State of Michigan or certify on its Business Information Questionnaire that it is not required to obtain such standing or otherwise register with the State of Michigan.  How to obtain information regarding obtaining a Certificate of Good Standing from the State of Michigan may be found at <http://www.michigan.gov/lara>.
	2. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the Special Exception, and that the Respondent understands and agrees to a Response by each and all of the stipulations and requirements contained therein.
	3. All documentation submitted with the Response will become the property of the Airport Authority.
	4. All costs incurred in the preparation and presentation of the Response is the Respondent’s sole responsibility; no pre-Response costs will be reimbursed to any Respondent.
	5. Responses must be held firm for a minimum of 120 days from the Response Deadline date of the Special Exception.
	6. The Airport Authority has the right to request samples from Responsive and Responsible Respondent. The requested samples must be provided within two (2) business days of the request by the Airport Authority, or the Response will be considered nonresponsive.
2. **EXCEPTIONS:** Respondent shall clearly identify any proposed deviations from the language in the Special Exception (including its Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this Special Exception or its Terms and Conditions. The exception shall include, at a minimum, the Respondent proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Response, the Airport Authority will assume complete conformance with this specification and the successful Respondent will be required to perform accordingly. Responses not meeting all requirements may be rejected. Responses taking exception to material terms and conditions (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The Airport Authority reserves the right to accept or to allow the Respondent to withdraw any or all exceptions.
3. **WITHDRAWAL:** Responses may be withdrawn or revised via the MITN portal up to the deadline date and time. No Response may be withdrawn after the deadline for submission.
4. **REJECTION OF RESPONSES:** Responses will be rejected for the following reasons:
	1. Respondent’s failure to submit all required information of Special Exception.
	2. Respondent is in arrears or in default to the Airport Authority on any contract, debt, or other obligation.
	3. Respondent is debarred by the Airport Authority or federal government (for federally funded contracts) from consideration for a contract award.
	4. Respondent has committed a violation of the Airport Authority’s Ethics Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
	5. Respondent has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.
	6. In the event a Respondent, including its subsidiaries, affiliated companies, and franchises, submits more than one (1) Response, the Airport Authority, at its sole option, will have the right to determine which Response will be considered, or reject all such multiple Responses.
5. **CANCELLATION OF SPECIAL EXCEPTION:** The Airport Authority reserves the right to cancel this Special Exception, in whole or in part, as well as reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received if it is determined by the Chief Executive Officer (CEO) or his designee that the best interest of the Airport Authority will be served by so doing. If the Special Exception is cancelled or all Responses are rejected by the Airport Authority, a notice will be posted on MITN.
6. **PROCUREMENT POLICY:** Procurement for the Airport Authority will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Airport Authority. The Chief Executive Officer has the vested authority to execute a contract, subject to Board approval where required.
7. **RESPONSE SIGNATURES:** Responses must be signed by an authorized official of the Responsdent.  Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Airport Authority if the Respondent is determined to be the lowest Responsive and Responsible Respondent. Properly authenticated electronic signatures are acceptable and shall be treated the same as if the signee had put pen to paper.
8. **SPECIAL EXCEPTION CONTRACT AWARD AND CONTRACT EXECUTION:**  The Airport Authority reserves the right to award by item, group of items, or total proposed items and to award more than one contract at its sole discretion, to the lowest Responsive and Responsible Respondent.
	* 1. All contract award recommendations must be approved by either the Airport Authority’s CEO or Board.
		2. The Respondent to whom the award is being recommended will be notified and provided the Airport Authority’s contract for execution at the earliest possible date. If for any reason, the awarded Respondent does not execute a contract within the time specified by the Airport Authority, then the Airport Authority may recommend award to the next lowest Responsive and Responsible Respondent. A final Notice of Award, and if required, a Notice to Proceed, will be issued after completion of a fully executed contract.
		3. If a Respondent requires an agreement beyond any agreement (e.g. Terms and Conditions) required by the Airport Authority, or required as a part of this Special Exception by the Airport Authority, the Airport Authority reserves the right to reject execution of any additional agreements required by the Respondent. In instances where the Airport Authority rejects execution of additional agreements that are required by the Respondent, the Airport Authority reserves the right to deem the Respondent as Nonresponsive, and to recommend award to the next most Responsive and Responsible Respondent.
9. **NO RESPONSE:** Respondents who receive this Special Exception but do not submit a Response are asked to submit a notice stating the reason(s) for not responding.
10. **FREEDOM OF INFORMATION ACT (“FOIA”) REQUIREMENTS:**  Responses are subject to public disclosure after the Response Deadline in accordance with state law. For additional information, contact the Airport Authority’s FOIA Coordinator at foia.coordinator@wcaa.us.
11. **PROTESTS:** A protest must be filed in writing and within the timeframes outlined in Section 9 of the Airport Authority Procurement and Contracting Ordinance. A copy of the Procurement Ordinance is available from Procurement Department at the Airport Authority, and accessed at <https://www.metroairport.com/business/about-wcaa/important-documents>
12. **SECURITY BADGES:** Security badges are required. Information regarding the requirements, process and fees for obtaining a badge is available via: [https://www.metroairport.com/business/dtw-airport-id-badges](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.metroairport.com%2Fbusiness%2Fdtw-airport-id-badges&data=02%7C01%7CDarwin.Hadley%40wcaa.us%7C263617db225f40cdaf9108d84aa1b848%7C3dd77ff24b51432bb1fac6b44af89de7%7C0%7C0%7C637341405729018372&sdata=xDNeHDGc76UayefvXe2iXSlQ%2BjpWCqLplFVLzNeL25E%3D&reserved=0).
13. **PROOF OF INSURANCE REQUIREMENTS:** The successful Respondent must submit proof that they meet all Airport Authority insurance requirements prior to receiving an executed contract and purchase order.
14. **BASIS FOR CONTRACT AWARD:** The determination of the lowest responsive and responsible Respondent shall be based upon Total Base Bid and the percentage of SBE participation included in your response, determination will be in the best interest of the Airport Authority which will be at the sole discretion of the CEO or his designee.
15. **AIRPORT AUTHORITY ETHICS ORDINANCE:** To view or download the WCAA Ethics Ordinance, access the following web link: [<https://secure.ethicspoint.com/domain/media/en/gui/35303/ethics.pdf>](http://66.77.244.129:8002/Portals/WCAACorp/WCAA%20Documents/PDFs/Legal/WCAA_Ethics_Ordinance_Nov-2013.pdf) To report an ethics violation or for more information, go to [www.wcaa.ethicspoint.com](http://www.wcaa.ethicspoint.com) or call 1.888.447.8643.
16. **TITLE VI:** The Wayne County Airport Authority , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and related Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all businesses, will be afforded full and fair opportunity to submit Response in answer to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SECTION 4 – PROJECT OVERVIEW & SCOPE OF WORK

1. **PROJECT OVERVIEW:** Through this Special Exception, the Wayne County Airport Authority (Airport Authority) hereby invites select WCAA certified SBE businesses to submit Responses for the construction services to modify the existing airfield operations area ARFF Station 1 for selective demolition and construction of a new Female Fire Fighter Toilet, Shower and Locker Room at Detroit Metro Airport. Scope of work involves approximately 345 SF of existing space for the construction of new ADA compliant Restroom and Shower/Locker Room; including removals of existing masonry partitions, select in floor/underground removals for plumbing, new metal stud/drywall partitions, doors/frames/hardware, architectural elements, plumbing fixtures and accessories, showers, lockers, and benches. The fire station is located on the secured Air Operations Area (AOA) at DTW, and as such, the contractor will be required to obtain and use security badges for the entire project.

**Please note that the work is on the Airfield Operations Area (AOA), which has specific insurance requirements. See Section 6 of this Special Exception for required insurance.**

1. **SCOPE OF WORK:** The successful Respondent(Contractor) will be required to comply with all requirements and provisions of the Project as described and detailed in this Special Exception (including its attachments), and to complete the Scope of Work upon the receipt of a Notice to Proceed(s) from the Airport Authority. The Contractor must provide all labor, materials, equipment, tools, permits and supplies required to complete the work in accordance with the agreement. An overview summary of the items included in the scope of work is as follows:
	1. Locate all existing utilities within the project limits to ensure that those indicated to remain will be avoided and not disturbed or damaged.
	2. Obtain all Required Permits: As required per the City of Romulus.
	3. Written Site Security Program: The Contractor will be required to comply with all security requirements. Prior to initiating any construction activity on the site, the Contractor must submit a Written Site Security Program. Refer to the Attachment F –Project Manual Specification SP-20 – Airport Security Requirements for additional requirements. The Contractor shall not park any vehicle, nor store any construction materials within ten (10) feet of the Airport Operations Area (AOA) perimeter fence;
	4. Safety Program: The Contractor will be required to comply with all safety requirements and provide a written Decommissioning and Demolition Plan. Refer to the Attachment N - SP-10 – Airport Safety Requirements for additional requirements. Prior to beginning construction, the Contractor will be required to develop and submit its written Safety Program to the Airport Authority for review and approval.
	5. The construction of this project falls within the Airfield Operations Area (AOA). The Contractor working within the AOA will be required to maintain continuous security and safety of the AOA during the project, and comply with all requirements, including the following:
		1. The Contractor will be required to obtain insurance as described in this Special Exception.
		2. The Contractor will be required to obtain Airport Authority Security Identification badges as referenced in Section 2 of this Special Exception.
		3. Access to the AOA will be confirmed at the pre-construction meeting.
		4. The Contractor is responsible for ensuring all airfield and road pavement is kept free of dust and debris or Foreign Objects and Debris (FOD) at all times. Under no circumstances will FOD be allowed to remain on airfield pavement.
	6. Manage the Work as required including:
		1. Manage the Work, the Contractor’s staff, and all subcontractors to the satisfaction of the Airport Authority;
	7. Provide all necessary water and dust control for the duration of the project;
	8. Provide all temporary utilities and site management necessary to perform the work as described;
	9. Protection of adjacent structures and facilities, including any temporary screening, fencing or walls; and shoring and/or stabilization of excavations as necessary;
	10. Provide and install temporary barriers, temporary signs and other temporary provisions;
	11. Construction Staking and Layout of new work and as required;
	12. Saw-cutting, removal and disposal of existing concrete pavement(s) and base material(s) as indicated; disposal of unclassified excavation (subgrade, pavement base material) free of concrete chunks and other construction debris may be disposed of on Airport Authority property at a location to be provided during construction. Determination of suitable material for on-site disposal is at sole discretion of the Airport Authority. The disposal location will be within three miles of the project area and will be on the Airfield Operations Area (AOA). Contractor is responsible for hauling to disposal site and spreading of material to Airport Authority satisfaction. Erosion control and restoration of on-site disposal location will be by others. Concrete pavement, general construction waste, unclassified excavation material deemed unsuitable by Airport Authority on-site disposal shall be disposed of off-site at an approved facility.
	13. Site restoration.
	14. All work as specified in Attachment C Construction Documents.
2. **COORDINATION OF WORK:** The Contractor will be required to coordinate its work with the Airport Authority and Public Safety representatives in the scheduling and performance of each phase as outlined for this project.
3. **CONSTRUCTION REQUIREMENTS AND PROCEDURES:** This project is located within a fully operational airport. All work shall be performed as approved by the Airport Authority.
	1. Access to Site, Staging, Temporary Trailers, Contractor Parking, temporary facilities:
		1. No claims for additional fees or extension to contract duration will be considered on the grounds of site restrictions imposed by any security requirements associated with this project. The Contractor will not be permitted access to the airfield or other restricted areas without proper approval from the Airport Authority.
		2. All on-site staging and temporary storage of equipment and tools must be contained within an Airport Authority approved site. All deliveries to the construction site must be done using public access roads.
			1. All materials and tools that are required to be delivered to the construction site shall be stored and secured within a designated staging area at all times. No tools and materials shall be left unsecured or unattended in public areas. No containers (toolboxes, storage containers, debris containers, etc.) shall be left unsecured or unattended in public areas.
			2. Locations for staging, contractor’s temporary construction trailer (if desired), and a contractor parking area will be assigned on the Airport Authority property at the Pre-Construction Meeting. If a temporary construction trailer is desired, the Contractor shall be required to obtain a permit for trailer from the Airport Authority and the City of Romulus. The Contractor shall not park any vehicle, nor store any construction materials within six (6) feet of the Airport Operations Area (AOA) perimeter fence.
			3. Concrete crushing operations will not be permitted on Airport property. The contractor will be required to legally dispose of all removed concrete off-site. All costs associated with disposal are the full responsibility of the Contractor.
		3. Contractor parking will be permitted at the staging area, however, other contractor parking sites on the Airport property may be required and designated by the Airport Authority. Transportation to the construction site and staging area(s) from other locations is the responsibility of the contractor.
		4. The Contractor will conduct the required work in such a manner so as to cause minimum disruption to Airport Authority operations. No traffic flow alterations, blockages or stoppages will be permitted without review and prior approval by the Airport Authority. The Contractor shall be required to provide and install all temporary measures required to maintain safety and security for the construction described herein.
		5. The Contractor will be responsible for providing all power needed for the required construction.
		6. The Contractor will be responsible to provide toilet facilities for all construction workers.
	2. Hot Work: Hot work is defined as a process or procedure that could result in a fire if not properly controlled. No welding, flame cutting, or other operations involving the use of flame, arcs, or sparking devices will be allowed without adequate protection, subject to prior approval by the Fire Marshal, and a Hot Work permit from the airport Fire Division. A Hot Work permit is not anticipated.
4. **PROJECT MILESTONES:** Work is required to be Substantially Completed in the phases and construction durations as required in this Special Exception. General information related to project milestones is as follows:
	1. Contract Award - It is anticipated that the contract will be awarded in March 2023.
	2. Administrative Notice to Proceed - Following receipt of approved Contractor’s insurance, bonds, and issuance of an executed Contract, it is anticipated that an Administrative Notice to Proceed for this contract will be issued to permit the Contractor to obtain, prepare and submit pre-construction schedules, submittals, and to plan for construction or as otherwise specified. It is anticipated that the Pre-Construction Conference will be scheduled and conducted during this time. The Airport Authority’s review of pre-construction submittals once they are complete and accurate may take up to fourteen (14) calendar days.
	3. Notice(s) to Proceed - Upon receipt and approval of all permits, required pre-construction submittals, and following the Pre-Construction Conference, an initial or full Notice to Proceed with Construction (NTP) will be issued.
	4. Substantial Completion of Construction shall be achieved within **90 calendar days** of the NTP with construction.
	5. Final Completion - Construction work including all restoration, cleanup, completion of punch list and removal of temporary traffic control and safety devices shall be no later than **30 calendar days** after the Substantial Completion date.
	6. Schedule & Work Restrictions – All work on Airport Authority grounds shall be conducted Monday – Friday, between the hours of 08:00 AM and 08:00 PM.
5. **ALLOWANCES:** Certain allowances will be provided in the contract for this Project. A summary of the allowances is as follows:
	1. **Allowance No. 1 – Permit and Inspection Fees –** Contractor costs for agency/municipal permit and inspection fees shall be paid under the Allowance described in this Special Exception. Payment will be based on actual costs (without any mark-up) incurred by the Contractor or Subcontractor(s) upon submittal of original paid receipts from each permitting agency.  The contractor will not be paid for permitting agency fines or fees resulting from but not limited to, unsatisfactory work, multiple inspections of unsatisfactory work, unsatisfactory work site and staging area conditions, unsatisfactory noise or dust control.  Other required fees including, but not limited to insurance and bonds, shall be incidental to the Mobilization pay item.

**Allowance No. 2 – General Construction Allowance –** This allowance shall be used strictly at the discretion of the Wayne County Airport Authority. The Contractor shall not consider this allowance as part of the project budget and is not entitled to any compensation for the use or lack of use of this allowance. For any additional work performed by the Contractor under this allowance, the Contractor shall provide detailed records of all time, materials, and labor expenses prior to being reimbursed and shall keep a log of all work, including costs, that are billed to this line item in accordance with the General Terms and Conditions.

1. **LIQUIDATED DAMAGES:** If the Contractor fails to achieve Substantial or Final Completion on or before the required dates as specified in the in the contract document then the Contractor and the Contractor’s surety agree to pay the Airport Authority liquidated damages. Liquidated damages for failure to meet the project milestones are as follows:
	1. Substantial Completion **$500 per Calendar day** until Substantial Completion is achieved.
	2. Final Completion **$250.00 per Calendar day** starting on the required date of Final Completion until Final Completion is achieved.
	3. Notwithstanding anything to the contrary herein, the assessment of liquidated damages is not the Airport Authority’s sole and exclusive remedy in the event the Contractor fails to achieve Substantial and/or Final Completion the Work by the Completion Dates.
2. **REQUIRED DOCUMENT FORMAT AND SOFTWARE:** The Contractor will be required to submit in English all final documents in hard copy and electronic format as requested by the Airport Authority (such as Word, Excel, AutoCAD 2014, PDF).
	1. PROPERTY OF THE AIRPORT AUTHORITY: All item(s) (including drafts, photos, work papers, prototype and the like), produced by Contractor(s) during any Work required by the Contract Documents shall become the sole and exclusive property of the Airport Authority.

SECTION 5 – KEY TERMS AND CONDITIONS

1. **CONTRACT TERM:** The contract term commences upon issuance of the Airport Authority’s Notice of Award and will terminate upon final payment of all required services resulting from this Special Exception. It is anticipated that the contract will commence in April 2023.
2. **WAYNE COUNTY AIRPORT AUTHORITY’S PREVAILING WAGE REQUIREMENTS:** All wages on the project are subject to the Wayne County Airport Authority’s Prevailing Wage Requirements.
3. **SAFETY STANDARDS:** The Contractor is required to comply with the WCAA’s Safety Standards for Contractors (October 2018), which may be accessed at the following weblink:

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.metroairport.com%2Fsites%2Fdefault%2Ffiles%2Fbusiness_documents%2FPDFs%2FRiskManagement%2Fwcaa_safety_standards_dec_21_rev1.pdf&data=04%7C01%7CFaye.Northey%40wcaa.us%7Cae78282315434aa298ba08d9c0c1055e%7C3dd77ff24b51432bb1fac6b44af89de7%7C0%7C0%7C637752757509851229%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=UiAWvZ%2F%2BgZ7HELTX52qSlloC%2F%2B4tlMZEmgYRlJJFYzw%3D&reserved=0>

1. **CHANGES TO KEY PERSONNEL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
	1. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the Airport Authority.
	2. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Airport Authority, and shall, subject to the concurrence of the Airport Authority, replace such personnel with personnel of substantially equal ability and qualifications.
2. **PROOF OF INSURANCE REQUIREMENTS: T**he successful Respondent must submit proof that they meet all Airport Authority insurance requirements prior to receiving an executed contract and purchase order.
3. **PROJECT ACCEPTANCE:** Acceptance is predicated on all Scope of Work objectives or any other specifically identified criteria being completed to the Airport Authority’s satisfaction.
4. **PERFORMANCE REVIEW:** The Airport Authority may conduct regular contract performance reviews to ensure Contractors consistently meet all aspects of performance.
5. **PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND:** The Contractor shall obtain and provide a Performance Bond and a Labor and Materials Payment Bond on the AIA 311 forms (AIA 312 forms will not be accepted). Both bonds shall be in an amount equal to 100% of the Contract Sum and shall comply with the requirements set forth in the General Terms and Conditions.
6. **CONFLICTS OF INTEREST:** The Airport Authority reserves the right to reject a Response if the Respondent has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.
7. **RUNWAY INCURSIONS:** The Federal Aviation Administration (FAA) defines a Runway Incursion as “Any occurrence at an airport involving an aircraft, vehicle, person, or object on the ground that creates **a collision hazard or results in a loss of separation with an aircraft taking off, intending to take off,** landing or intending to land”.

Entering the Movement Area (i.e. runways, taxiways, etc.) without authorization from the FAA Air Traffic Control Tower and the Wayne County Airport Authority will result in the suspension of an assigned ID Badge and/or ramp driving privileges and could subject the Contractor or the Contractor’s key personnel to permanent revocation of their airfield driving privileges. Furthermore, runway incursions may result in federal fines and/or termination of the contract.

1. **PROPERTY OF THE AIRPORT AUTHORITY:** All item(s) (including drafts, photos, work papers, prototype and the like), produced by Contractor(s) during the service of any resulting contract(s) will become the property of the Airport Authority.

SECTION 6 – INSURANCE REQUIREMENTS

1. **INSURANCE REQUIREMENTS:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
	1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
	2. Business Automobile Liability Insurance, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $5,000,000 per accident for bodily injury and property damage..
	3. Workers’ Compensation Insurance, as required with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $500,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Airport Authority requires and shall be entitled to the broader coverage and /or higher limits maintained by the contractor. Any available insurance proceeds on excess of the specific minimum limits of insurance and coverage shall be available to the Airport Authority.

The Wayne County Airport Authority and the County of Wayne, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Airport Authority for all work performed by the Contractor, its employees, agents and subcontractors.

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**Primary Coverage**

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

**SAMPLE CERTIFICATE OF INSURANCE**



## SUBMITTAL DOCUMENTS CHECKLIST (not required)

The following information forms and documentation shall be included with the response to the Special Exception:

|  |  |
| --- | --- |
|  | **Form or Documentation:** |
|[ ]  Response Form |
|[ ]  Subcontractor Acknowledgement Form |
|[ ]  Subcontractor Form |
|[ ]  Business Information Questionnaire |
|[ ]  Price Form |
|[ ]  Project Documents Declaration Form |
|[ ]  Document Security Agreement for Sensitive Security Information |

##

SECTION 7 – REQUIRED FORMS, CONTRACT DOCUMENTS & EXHIBITS

***If you have received this document electronically, the following Attachments are separate documents.***

## REQUIRED FORMS:

*These forms shall be submitted at the time of the Response for Respondent to be deemed Responsive and Responsible.*

## ATTACHMENT A – RESPONSE FORM

## ATTACHMENT B – SUBCONTRACTOR FORMS

## ATTACHMENT C – BUSINESS INFORMATION QUESTIONNAIRE

## ATTACHMENT D – NOT USED

## ATTACHMENT E – PRICE FORM

## ATTACHMENT F – Project Documents Declaration Form

## ATTACHMENT G – DOCUMENT SECURITY AGREEMENT FOR SENSITIVE SECURITY INFORMATION

## CONTRACT DOCUMENTS:

*These documents, along with the Required Forms, will be part of the final contract.*

## ATTACHMENT H – FORM OF AGREEMENT AND GENERAL TERMS AND CONDITIONS

*The Contractor and the Airport Authority shall both be required to sign the attached Form of Agreement.*

* ATTACHMENT H1 – FORM OF AGREEMENT
* ATTACHMENT H2 – GENERAL TERMS AND CONDITIONS

## ATTACHMENT I – CONSTRUCTION DOCUMENTS

*To obtain Attachments I – Construction Documents, send email message referencing Special Exception # 230824 in the subject line, along with your company contact info to Engineering Reprographics, Inc. at* *Detroit@Eng-Repro.com**. Refer to Page 2 of this document for additional details.*

## ATTACHMENT J - MISCELLANEOUS CONSTRUCTION REQUIREMENTS AND FORMS

## ATTACHMENT K – GENERAL DECISION

* ATTACHMENT K1 - GENERAL DECISION
* ATTACHMENT K2 - SAMPLE EXCEL CERTIFIED PAYROLLTEMPLATE
* ATTACHMENT K3 - PREVAILING WAGE INSTRUCTIONS

## ATTACHMENT L - SP20 WCAA AIRPORT SECURITY REQUIREMENTS

## ATTACHMENT M – SAFETY VERIFICATION FORM

## ATTACHMENT N – SP-10 Airport Safety Requirements