

INVITATION FOR BIDS
2010 Airport Perimeter Fencing Project
Chehalis-Centralia Airport
Chehalis, Washington
A.I.P. No. 3-53-0012-012

Sealed proposals will be received by the Chehalis-Centralia Airport, 900 Northwest Airport Road, Chehalis, Washington 98532, **11:00 a.m.** local time on the **28th day of April, 2010**. The bids will be publicly opened and read at **12:00 p.m.**

The work contemplated consists of, but is not limited to, the following:

1. Chain-Link Fence (3,415 LF)
2. 20' Double Swing Gate (Qty 1)

The contract time will be limited to 20 working days to substantially complete all work. Liquidated damages will be charged as described in the General Provisions should the contractor fail to complete the work within the time limit specified. Sundays and legal holidays shall be excluded in determining days in default.

The Airport will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at www.flycls.com. Click on: "Notices" or "News". Call or email aroe@flycls.com to be added to the "Bidders List" in order to receive automatic email notifications of future addenda. Contact the Airport office at (360) 748-1230 should you require further assistance. Informational copies of any available maps, plans, and specifications are on file for inspection at the Airport – 900 Northwest Airport Road, Chehalis, WA 98532.

The proposed contract is subject to the following regulations:

1. Bidders must submit qualification statements in accordance with the terms of Subsection 20-02 of the General Provisions with their Proposal.
2. The proposed contract is under and subject to Executive Order 11246 of September 24, 1986 and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.
3. All labor on the project shall be paid no less than the minimum wage rates established the U.S. Secretary of Labor or the Washington State Department of Labor and Industries, whichever is higher.
4. Each Bidder must supply all information required by the bid documents and specifications.
5. The EEO requirements, labor provisions, and wage rates are included in the specifications and bid documents.
6. Each Bidder must complete, sign and furnish with his bid a "Certification of Nonsegregated Facilities" and a statement entitled "Bidders Statement of Previous Contracts Subject to EEO Clause," as contained in the Bid Proposal.
7. A Contractor having 50 or more employees and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
8. To be eligible for award each Bidder must comply with the affirmative action requirements which are contained in the specifications.

9. Disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.
10. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or Bid Bond on the form bound within the Contract Documents or one similar, payable to Chehalis-Centralia Airport in an amount not less than 5 percent (5%) of the amount bid. The successful Bidder will be required to furnish a Performance and Payment Bond, each in the full amount of the contract price.

The Owner reserves the right to waive any informalities or to reject any or all proposals not conforming to the intent and purpose of the contract documents. No Bidder may withdraw his proposal within ninety (90) days after the actual date of the opening thereof.

All bidders and primary subcontractors are strongly urged to examine the site to become familiar with all site conditions prior to bid, and may examine the site of the proposed work at their own convenience subject to arrangements with the Airport. Bidders shall notify the Airport Manager, (360) 748-1230, prior to any site examination on the airport property.

The award of the contract is subject to approval of the Federal Aviation Administration and availability of federal funding.

Allyn J. Roe
Airport Manager
Chehalis-Centralia Airport

Publish:
Seattle Daily Journal of Commerce: April 7, 2010
East County Journal: April 7, 2010

INSTRUCTIONS TO BIDDERS

GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the "Invitation to Bid". The scope is indicated on the accompanying plans and specified in applicable parts of these Contract Documents.

CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute this work consist of all material bound here, plus any addenda incorporated into the documents.

These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Owner, in writing (at least six (6) working days prior to bid opening), an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of the documents, who shall indicate receipt of same in the space provided on the proposal form. The Owner will not be responsible for any other explanation or interpretation of said documents.

REQUIREMENTS FOR BIDS FOR A.I.P. CONTRACTS

A. GENERAL:

1. All contracts shall be in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).
2. Contracts over \$10,000 shall contain provisions allowing administrative, contractual and legal remedies where contractors violate or breach contract terms, and provide appropriate sanctions and penalties. Contracts shall also contain conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.
3. Contracts over \$100,000 shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection regulations (40 CFR Part 15).
4. A bidder for contracts over \$25,000 certifies that neither it nor its principals is presently debarred, suspended or proposed for debarment by any Federal agency. It further agrees, by submitting this proposal, that it will include this clause in all subcontracts. Where the bidder or any subcontractor is unable to certify to this statement an explanation shall be attached to this proposal.
5. The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this cause without modification in all lower tier transactions, solicitation, proposals, contracts, and subcontracts. Where the bidder/ offeror/ contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

6. Contractors and subcontractors agree:
 - a. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
 - c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
 - d. To include or cause to be included in any construction contract or subcontract which exceeds 100,000 the aforementioned criteria and requirements.

7. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Chehalis-Centralia Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Chehalis-Centralia Airport. This clause applies to both DBE and non-DBE subcontractors.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS (AND SUBCONTRACTORS)

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a Federally assisted construction contract (or subcontract) exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors (and subcontractors) receiving Federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements is prescribed in 18 U.S.C. 1001.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED) (AC 150/5100-15, APPENDIX 6)

1. The Bidder's attention is called to the "Equal Employment Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: (See Below)
Goals for Female Participation for Each Trade: 6.9%

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

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractors' goals, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification of the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographic area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Lewis County, Washington.

GOALS FOR MINORITIES:

WASHINGTON:

Non-SMSA Counties 6.1%
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

DISADVANTAGED BUSINESS ENTERPRISES

- A. Policy. It is the policy of Chehalis-Centralia Airport and the Department of Transportation that disadvantaged business enterprises (DBE) as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- B. DBE Obligation. Chehalis-Centralia Airport requires that bidders ensure that DBE contractors as defined in 49 CFR Part 26 have the maximum opportunity to participate in

the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE contractors have the maximum opportunity to compete for and perform contracts. Chehalis-Centralia Airport requires that bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

The bidder, potential contractors, or subcontractors shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17p, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:

	Checked
1. Proposal (Bid) Fully Executed	_____
2. Bidder's Bond or other Security (5%)	_____
3. Power of Attorney for Surety's Agent to Execute Bidder's Bond	_____
4. Acknowledgement of Addenda (on Proposal)	_____
5. Certification of Nonsegregated Facilities	_____
6. Bidder's Statement on Previous Contracts Subject to EEO Clause	_____
7. Letter of Intent	_____
8. Non-Collusion Affidavit	_____
9. Bidder's Qualification Statement	_____
(To be prepared in accordance with General Provisions - Section 20-02)	
10. Buy American Certificate	_____

PROPOSAL
2010 Airport Perimeter Fencing Project
Chehalis-Centralia Airport
Chehalis, Washington
A.I.P. No. 3-53-0012-012

BIDDERS DECLARATION

Contractor's State License No. _____

Contractor's State Tax Reg. No. _____

Federal Tax ID No. _____

Chehalis-Centralia Airport
PO Box 1344
900 NW Airport Road
Chehalis, Washington 98532

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the provisions required pertaining to prevailing wage rates shall be included in his contract and will be complied with.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner and other sources in arriving at his conclusions.

CONTRACT EXECUTION

The Bidder agrees that if this proposal is accepted, he will, within ten (10) days, not including Sundays, and legal holidays, after notice of award, sign the contract in the form annexed hereto, and will at that time, deliver to the Owner the "Performance Bond" and the "Payment Bond," required herein, and will to the extent of his proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods specified in the Contract Documents and required by the Engineer thereunder.

In the event that the Bidder shall fail to enter into a contract within such time, the bid security in the amount of _____, deposited

herewith, shall be retained by the Owner and it is agreed that said sum is a fair measure of the amount of damage that the Owner will sustain because of such failure to enter into a contract.

CONSTRUCTION TIME LIMITS

The Bidder agrees to begin work within ten (10) calendar days after the date of the Owner's written notice to proceed and to substantially complete the construction of all work within 20 working days. Contract time will commence from the date that construction activities begin or the 10th day following issuance of the notice to proceed, whichever is sooner.

In the event that certain items not required for substantial completion, as defined in the Supplementary Conditions herein, but required for final completion of the work as put forth in this Contract Document, fail to arrive at the work site in time to be properly installed during normal working hours within the time allowed for substantial completion of the work, then an allowance of not more than thirty calendar days following the receipt of the last item required will be given to the contractor to effect the final completion of said work.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate as described in the General Provisions for all work awarded under this contract until the work is finished as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder acknowledges that addenda numbers _____

(Bidder insert number of each addendum received)
have been received and examined as part of these Contract Documents.

UNIT PRICES

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern; in the case of a discrepancy between unit prices and extensions, the unit prices shall govern.

AWARD

The Contract will be awarded to the lowest responsive bidder for the BASE BID.

STATEMENT OF PROPOSED SUBCONTRACTORS

The Bidder shall submit the name, address, description of work being done, and age of all firms bidding or quoting subcontracts on DOT-assisted projects.

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

SURETY

If the Bidder is awarded a construction contract on this proposal, the surety who provided the "Performance Bond" and "Payment Bond" will be _____ whose _____ address is _____
Street City State Zip Code

BIDDER

The name of the Bidder submitting this proposal is _____ doing business at _____
Street City State Zip Code
Phone _____ Fax _____

which is the address to which all communications concerned with this proposal and with the contract shall be sent.

The name of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Bidder (If sole proprietor or partnership)

In witness hereto the undersigned has set his (its) hand this _____ of _____, 2010.

Signature of Bidder

Title

Bidder (if Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2010.

Name of Corporation

Signed: _____

Typed Name: _____

Title _____

Signed: _____

Typed Name: _____

Title _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has previously obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

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

Name and Title of Signer (Please Type)

Signature

Date

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

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder (Proposer) has _____ has not _____ participated in a previous contract subject to the nondiscrimination clauses prescribed by Section 202 of Executive Order No. 11246 dated September 24, 1965.

The Bidder (Proposer) has _____ has not _____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the Bidder (Proposer) has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the bidder (proposer) shall submit Standard Form 100 (for federal construction contracts) with the bid or proposal indicating current compliance.

Name and Title of Signer (Please Type)

Signature

Date

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City/State/Zip Code: _____

Name of DBE Firm: _____

Address: _____

City/State/Zip Code: _____

Telephone and Area Code: _____

State DBE Certification Number: _____

DBE Ethnic Category: (Women, Black, Hispanic, Native American, Asian-Pacific, Asian-Indian)

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named DBE firm for the work described above. The estimated amount of work is valued at \$ _____. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

(Copy this page for each DBE subcontractor)

BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American – Steel and Manufactured Products or Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the owner lists of articles, materials and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

Name of Bidder

By: _____

Title: _____

Date: _____

NOTICE TO BIDDERS
BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS
(JAN. 1991)

- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP). The following terms apply:
1. Steel and manufactured products. As used in this clause, steel and manufactured products include:
 - (i) Steel produced in the United States or
 - (ii) A manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(1) or (2) shall be treated as domestic.
 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.
- (b) The successful bidder will be required to deliver only domestic steel and manufactured products, except those:
- (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 - (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

End of Clause

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____ of _____
_____ (Contractor)
_____ (Address)
as Principal, and _____
_____ (Surety)

as Surety, as held and firmly bound unto CHEHALIS-CENTRALIA AIRPORT GOVERNING BOARD, hereinafter called the Owner, in the full and penal sum of five percent (5%) of the total amount of the bid of said Principal for the equipment hereinafter described, for the payment of which, well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these present.

The condition of this obligation is such, that whereas the Principal has this day submitted a sealed Bid for: Chehalis-Centralia Airport, **2010 Airport Perimeter Fencing Project**, AIP No. **3-53-0012-012**.

NOW, THEREFORE, if the said Principal shall be awarded and shall duly make and enter into a Contract with the Owner in accordance with the terms of said Bid and award, and shall within ten (10) days after presentation of the Contract furnish a Bond acceptable to the Owner for the faithful performance of such Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, this _____ day of _____, 2010.

Witness _____ (If Individual or Firm) _____ (Principal)

Attest: _____ (If Corporation) By: _____

(Corporate Seal)

(Title)

(Surety)

(Attorney-In-Fact)