

**ADDENDUM NO. 3
REVISED PROPOSAL PAGES**

Project No. 1059404

Demo and Replacement of the North Apron Hangars

| BASE BID | | | | | |
|------------------------|--|------|------------|----------|--------------|
| Item No. | Item Description | Unit | Unit Price | Quantity | Total Amount |
| FAA PAY ITEMS | | | | | |
| C-105 | MOBILIZATION | LS | 140,000.00 | 1 | 140,000.00 |
| P-101-5.1 | PAVEMENT REMOVAL (APPOX. 3.5" THICK) | SY | 6.00 | 1,990 | 11,940.00 |
| P-209-5.1 | CRUSHED AGGREGATE BASE COURSE (3" THICK) | SY | 10.40 | 1,990 | 20,696.00 |
| P-602-5.1 | EMULSIFIED ASPHALT PRIME COAT | GAL | 8.65 | 500 | 4,325.00 |
| P-603-5.1 | EMULSIFIED ASPHALT TACK COAT | GAL | 8.65 | 200 | 1,730.00 |
| ALDOT PAY ITEMS | | | | | |
| 424A-360 | SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D | TON | 134.00 | 170 | 22,780.00 |
| 424B-650 | SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D | TON | 124.00 | 220 | 27,280.00 |
| 641A-614 | 8 INCH DUCTILE IRON WATER MAIN LAID | LF | 62.00 | 82 | 5,084.00 |
| 641A-682 | 6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT) | LF | 56.50 | 20 | 1,130.00 |
| 641A-684 | 8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT) | LF | 72.00 | 51 | 3,672.00 |
| 641A-748 | 8 INCH P.V.C. WATER MAIN LAID | LF | 43.00 | 420 | 18,060.00 |
| 641A-776 | 6 INCH P.V.C. WATER MAIN LAID (RESTRAINED JOINT) | LF | 38.00 | 91 | 3,458.00 |
| 641C-500 | DUCTILE IRON FITTINGS | LB | 5.50 | 602 | 3,311.00 |
| 641D-500 | FIRE HYDRANT | EA | 5,000.00 | 2 | 10,000.00 |

**ADDENDUM NO. 3
REVISED PROPOSAL PAGES**

| BASE BID (CONTINUED) | | | | | |
|----------------------|---|------|------------|----------|-----------------------------|
| Item No. | Item Description | Unit | Unit Price | Quantity | Total Amount |
| 641J-516 | 6 INCH GATE VALVE WITH BOX | EA | 1,800.00 | 2 | 3,600.00 |
| 641J-518 | 8 INCH GATE VALVE WITH BOX | EA | 2,260.00 | 2 | 4,520.00 |
| 641L-500 | CONCRETE FOR WATER MAINS (THRUST BLOCKS) | CY | 500.00 | 3 | 1,500.00 |
| 641M-512 | 6 INCH RETAINER GLAND | EA | 80.00 | 8 | 640.00 |
| 641M-514 | 8 INCH RETAINER GLAND | EA | 100.00 | 16 | 1,600.00 |
| 641O-520 | 8 INCH X 8 INCH TAPPING VALVE AND SLEEVE | EA | 6,000.00 | 1 | 6,000.00 |
| 649A-645 | 16 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION | LF | 375.00 | 40 | 15,000.00 |
| 665O-000 | TEMPORARY EROSION CONTROL PLAN | LS | 10,000.00 | 1 | 10,000.00 |
| | SPECIAL PROVISION PAY ITEMS | | | | |
| SP-1-1 | DEMOLITION OF T-HANGAR (SOUTH HANGAR) | EA | 11,400.00 | 1 | 11,400.00 |
| SP-1-2 | DEMOLITION OF T-HANGAR (MIDDLE HANGAR) | EA | 11,400.00 | 1 | 11,400.00 |
| SP-1-3 | DEMOLITION OF T-HANGAR (NORTH HANGAR) | EA | 15,800.00 | 1 | 15,800.00 |
| SP-2-1 | T-HANGAR BUILDING SYSTEM (SOUTH HANGAR), 8-UNIT, COMPLETE IN PLACE | LS | 595,150.00 | 1 | 595,150.00 |
| SP-2-2 | REQUIRED ELECTRICAL WORK ASSOCIATED WITH T-HANGAR (SOUTH HANGAR), INCLUDING COORDINATION AND COSTS ASSOCIATED WITH RIVIERA UTILITIES | LS | 55,400.00 | 1 | Type text here 55,400.00 |
| SP-2-3 | T-HANGAR BUILDING SYSTEM (MIDDLE HANGAR), 8-UNIT, COMPLETE IN PLACE | LS | 595,150.00 | 1 | 595,150.00 |
| SP-2-4 | REQUIRED ELECTRICAL WORK ASSOCIATED WITH T-HANGAR (MIDDLE HANGAR), INCLUDING COORDINATION AND COSTS ASSOCIATED WITH RIVIERA UTILITIES | LS | 55,400.00 | 1 | Type text here 55,400.00 |

**ADDENDUM NO. 3
REVISED PROPOSAL PAGES**

| BASE BID (CONTINUED) | | | | | |
|-----------------------------|--|------|------------|----------|-----------------------------|
| Item No. | Item Description | Unit | Unit Price | Quantity | Total Amount |
| SP-2-5 | T-HANGAR BUILDING SYSTEM (NORTH HANGAR), 8-UNIT, COMPLETE IN PLACE | LS | 720,900.00 | 1 | 720,900.00 |
| SP-2-6 | REQUIRED ELECTRICAL WORK ASSOCIATED WITH T-HANGAR (NORTH HANGAR), INCLUDING COORDINATION AND COSTS ASSOCIATED WITH RIVIERA UTILITIES | LS | 55,400.00 | 1 | Type text here 55,400.00 |
| SP-2-7 | PAVEMENT TRENCH | LF | 14.00 | 200 | 2,800.00 |
| SP-3-1 | ABOVE GROUND BACK FLOW PREVENTER | LS | 7,500.00 | 1 | 7,500.00 |
| SP-5-1 | AIRFIELD BARRICADES | EA | 100.00 | 16 | 1,600.00 |
| BASE BID TOTAL | | | | | 2,444,226.00 |

| ADDITIVE ALTERNATE 1 | | | | | |
|------------------------------------|--|------|------------|----------|-------------------|
| Item No. | Item Description | Unit | Unit Price | Quantity | Total Amount |
| SPECIAL PROVISION PAY ITEMS | | | | | |
| SP-2-7 | REPLACE R-PANEL ROOF WITH STANDING SEAM ROOF (SOUTH HANGAR) | EA | 60,000.00 | 1 | 60,000.00 |
| SP-2-8 | REPLACE R-PANEL ROOF WITH STANDING SEAM ROOF (MIDDLE HANGAR) | EA | 60,000.00 | 1 | 60,000.00 |
| SP-2-9 | REPLACE R-PANEL ROOF WITH STANDING SEAM ROOF (NORTH HANGAR) | EA | 80,500.00 | 1 | 80,500.00 |
| ADDITIVE ALTERNATE 1 TOTAL | | | | | 200,500.00 |

Total Bid Amount (Base Bid + Add. Alt. 1): \$2,644,726.00

ADDENDUM NO. 1 ACKNOWLEDGED RECEIPT [Signature] (Initial)

ADDENDUM NO. 2 ACKNOWLEDGED RECEIPT [Signature] (Initial)

ADDENDUM NO. 3 & 4 ACKNOWLEDGED RECEIPT [Signature] (Initial)

The bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Owner to proceed, and fully complete performance within the time period stated in the Instructions to Bidders from and after the date stated in the Notice to Proceed.

PROPOSAL EXECUTION:

(If Bidder is an individual)

(SIGNATURE)

(NAME)

(ADDRESS)

(LICENSE NO.)

(If Bidder is a Partnership or LLC, fill in name of partnership or LLC, followed by the signature of the partner, member or manager signing on behalf of the partnership or LLC)

(PARTNERSHIP / LIMITED LIABILITY COMPANY)

(SIGNATURE)

(TITLE)

(LICENSE NO.)

Name and address of all partners or members:

(If Bidder is a Corporation, fill in the name of the corporation, followed by the signature of the officer signing on behalf

of the corporation, followed by the officer's title.)

The below Corporation is organized and existing under the laws of the State of Alabama, authorized by law to make this Bid and perform all Work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Alabama.

S.C. Stagner Contracting, Inc.
(CORPORATION)


(SIGNATURE)

Steven C. Stagner
(NAME)

President
(TITLE)

38661
(LICENSE NO.)


(ATTEST - SIGNATURE)

Raquel L Morgan
(ATTEST - NAME)

(Affix Corporate Seal)

12615 Celeste Road, Chunchula, AL 36521
(BUSINESS ADDRESS)

The full name, title, and business address of persons or firms interested in the foregoing Bid as Principals or Officers (specifically include the President, Secretary, and Treasurer and state the corporate office held by all other individuals listed) are as follows:

Steven C. Stagner, President; 12615 Celeste Road, Chunchula, AL 36521

CERTIFIED CHECK:

The above signed further agrees that, in case of failure on their part to execute the said Contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount of 5% of the total bid, including alternates, but not to exceed \$10,000, and the monies payable thereon, shall be paid into the funds of the City of Foley, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the above signed.

Attached hereto is a certified check on the _____

Bank of _____

or a bid bond for the sum of _____

_____ Dollars (\$ _____)

made payable to the City of Foley.

**SECTION D
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we S.C. Stagner Contracting, Inc.
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are
held and firmly bound unto the City of Foley as Obligee, hereinafter called the Obligee, in the sum of _____
Five percent of amount bid Dollars (\$ 5% of bid amount), for the payment of which sum
well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Project No. 1059404
Demo and Replacement of the North Apron Hangars
Foley Municipal Airport
Foley, Alabama**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

PROVIDED, further, that if the Principal shall submit the apparent lowest bid acceptable to the Obligee, but shall fail to
meet DBE goals as set forth in the bid specifications, then principal shall, upon request of the Obligee, submit to Obligee
such additional evidence of Principal's good faith efforts to meet such goals in the manner and within the time required in
such specifications. Failure to supply such information as required shall result in a forfeiture of this bid bond in the same
manner and to the same degree as though Obligee had accepted Principal's bid and Principal had thereafter failed or
refused to enter into the contract with Obligee as set forth in the immediately preceding paragraph.

Signed and sealed this 2nd day of September, 2021.

Melina Falkenberg
(Witness)

S.C. Stagner Contracting, Inc.
(Principal) (Seal)

[Signature] president
(Title)

[Signature]
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

W.E. Cadden
W.E. Cadden, Attorney-in-fact

Bid will not be considered unless the Bid Bond is signed by both Principal and Surety.



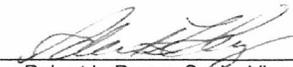
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **W. E. Cadden** of **Mobile Alabama**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **September**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**SECTION E
SUBCONTRACTOR INFORMATION**

The names and addresses of all persons and parties who will be utilized for subcontract work in the foregoing Bidder's proposal shall be listed below (including DBEs). The Contractor shall list all Subcontractors to be utilized on the work. Failure to list Subcontractors may cause the Bidder's proposal to be rejected by the Owner as nonresponsive. The Bidder shall make copies of this page as needed to submit the information of all Subcontractors being utilized on the project.

Subcontractor Name: G. Brian Lindsey Enterprises, LLC

Address: P.O. Box 9556, Mobile, AL 36691

Subcontract Work Item: Erosion Control & Concrete

Dollar Value of Subcontract Work: \$194,639.00

Subcontractor Name: SGEC

Address: P.O. Box 519, Satsuma, AL 36572

Subcontract Work Item: Concrete

Dollar Value of Subcontract Work: \$110,160.00

Subcontractor Name: HCL Contracting, LLC

Address: P.O. Box 1245, Semmes, AL 36575

Subcontract Work Item: Paving & Jack and Bore

Dollar Value of Subcontract Work: \$64,236.70

Subcontractor Name: Heritage Electrical Services, LLC

Address: 25150 Canal Road Suite E, Orange Beach, AL 36561

Subcontract Work Item: Electrical

Dollar Value of Subcontract Work: \$138,500.00

Subcontractor Name: _____

Address: _____

Subcontract Work Item: _____

Dollar Value of Subcontract Work: _____

Total Dollar Value of Work to be Performed by Subcontractors: \$ \$507,535.70

Percentage of Contract to be Performed by Subcontractors: 19 %
(Total Subcontract Work / Total Bid Amount x 100)

DBE LETTER OF INTENT

Name of bidder /offeror's firm: S.C. Stagner Contracting, Inc.

Address: P.O. Box 1014

City: Saraland State: Alabama Zip: 36571

Name of DBE Firm: G. Brian Lindsey Enterprises, LLC

Address: P.O. Box 9556

City: Mobile State: Alabama Zip: 36691

Telephone: (251) 209-7473

Descriptions of work to be performed by DBE firm:

Erosion control & concrete foundation work.

The bidder /offeror is committed to utilizing the above named DBE firm for the work described above. The estimated dollar value of this work is \$ 194,639.00

Certification Process Information

Date of On-Site: 10/01/2009

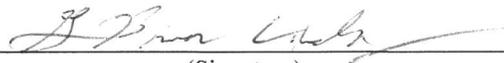
Certifying Agency/Firm: AL STATE PORT AUTHORITY

Certifying Official: ROBERT C. HARRIS, JR. P.E., CSP

Date of Certificate: 10/01/2009

Affirmation

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value stated above.

By:  Owner.
(Signature) (Title)

If the bidder /offeror does not receive award of the prime contract, any and all representations in the Letter of Intent and Affirmation shall be null and void.

(Submit this page to each DBE subcontractor.)

SECTION G
BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE

TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products.
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-

domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

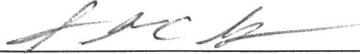
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

9/1/2021

Date

S.C. Stagner Contracting, Inc.

Company Name



Signature

President

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE
MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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

9/1/2021

Date
S.C. Stagner Contracting, Inc.

Company Name



Signature
President

Title

SECTION H
CERTIFICATION OF NONSEGREGATED FACILITIES

(As Required by Division III, Section 140 of the
Contract Documents and Specifications)

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 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, timeclocks, 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 directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications 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.



Signature of Contractor

President
Title