

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not necessary accommodation.

DURANT AIRPORT AUTHORITY

6:00 PM

**Roscoe J. Hatfield
Council Chambers
300 West Evergreen
Durant, Oklahoma**

September 17, 2024

AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of August 13, 2024

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Consider Approval of Temporary Ground Lease Between Imperium Utility and Durant Airport Authority for Storage Yard at Durant Regional Airport (C-2024-51)
- b. Discussion, Consideration, and Possible Action to Consider Approval of Contract to Hi-Lite Airfield Services, LLC. In the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC).

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 22nd day of August 2024 and that an agenda of said meeting was posted at the place of such meeting at 10:35 a.m. on the 16th day of September 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of August 13, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of August 13, 2024

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Durant Airport Authority Minutes 08132024 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 3:35 p.m. on the 9th day of August 2024.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT AIRPORT AUTHORITY
August 13, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma

CALL TO ORDER

Chairman Tucker called the meeting to order at 6:59 P.M.

ROLL CALL

Present:

Trustee Humphrey Miller
Trustee Danny Sherrer
Vice Chairman Mike Simulescu
Chairman Martin Tucker
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

Trustee Lauran Fuller

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of July 9, 2024

Motion To: Approve Consent Item as Presented

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

4. Administration

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Approval of Temporary Ground Lease Between Imperium Utility and Durant Airport Authority for Storage Yard at Durant Regional Airport (C-2024-51)

Council Information / Action Requested

Approval of Temporary Ground Lease Between Imperium Utility and Durant Airport Authority for Storage Yard at Durant Regional Airport (C-2024-51)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2024-51 Temporary Ground Lease Between Imperium Utility and DAA PARTIALLY SIGNED

TEMPORARY GROUND LEASE

This Lease is made and entered into effective the 9th day of September 2024, by and between IMPERIUM UTILITY hereinafter called the "Lessee," and DURANT AIRPORT AUTHORITY, hereinafter called the "Lessor."

WITNESSETH:

The Lessor is the owner of the real estate, premises and property situated in Bryan County, State of Oklahoma, hereinafter more particularly described, which the Lessee, desires to lease and rent upon the terms and conditions hereinafter set forth; and the Lessor is willing to lease and rent same for the consideration hereinafter expressed.

NOW, THEREFORE, in consideration of the total sum of Seven Thousand Twenty Dollars (\$7,020.00), hereinafter called the ' Rental,' to be paid in twelve (12) monthly installments of Six Hundred Dollars (\$600.00) each with the exception of the first installment which shall be prorated in the amount of \$420.00, the Lessor does hereby rent, lease and let unto the Lessee, only for purposes of storage of utility equipment and supplies along with access to, such property situated in Bryan County, State of Oklahoma, and described as follows, to-wit:

(SEE ATTACHED EXHIBIT A)

hereinafter called the "Leased Premises," for a primary term of Twelve (12) months, commencing on the 9th day of September 2024, and ending on the 31st day of August, 2025. Upon expiration of the initial term, Lessee shall have the option to extend the lease for an additional one-year term with Thirty (30) days written notice. Notices: _____.

The Lessee agrees that the Lessor shall not be liable in any manner whatsoever for any damages or injuries to the Lessee or to the Lessee's agents, servants or employees from whatsoever cause arising out of the use of the Leased Premises by the Lessee; and the Lessee agrees to indemnify and hold the Lessor harmless from and against such damages and injuries. The Lessee agrees to surrender possession of the Leased Premises upon the expiration of the term of this Lease without notice and agrees to restore leased property to like condition or better.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands this 6th day of September 2024.

"Lessor"

DURANT AIRPORT AUTHORITY

"Lessee"

IMPERIUM UTILITY



The City of Durant

Memorandum

Date: 9/17/2024
To: Mayor and City Council
From: Tiffany Steele, Assistant Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Consider Approval of Contract to Hi-Lite Airfield Services, LLC. In the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC).

Bid award to Hi-Lite Airfield Services, LLC., in the amount of \$203,885.95 for the Runway and Taxiway Markings project, was approved during the special called Airport Authority and City Council meetings on 05/06/24, contingent upon receipt of the FAA BIL grant. The FAA BIL Grant Agreement for 90% of the total cost of the project, \$217,225.00, was received and fully executed on 08/19/24 (C-2024-19 GA).

Council Information / Action Requested

Approval of Contract to Hi-Lite Airfield Services, LLC. In the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC).

City Staff Information / Action Follow-up, if Council authorizes this action:

City staff will work with KSA and Hi-Lite to successfully complete the Runway and Taxiway Markings project.

ATTACHMENTS:

1. C-2024-19 CC Runway and Taxiway Markings Project with Hi-Lite Airfield Services, LLC - FULL CONTRACT

STANDARD FORM OF AGREEMENT

STATE OF OKLAHOMA §
CITY OF DURANT §

THIS AGREEMENT made and entered into this 17th day of September, 2024, by and between the **CITY OF DURANT**, acting through the Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and **Hi-Lite Airfield Services, LLC** of the City of Watertown, and the State of New York, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond having even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Durant Regional Airport – Runway and Taxiway Marking Project

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Bidders, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by KSA Engineers, Inc. hereinafter entitled ENGINEER, together with the CONTRACTOR's written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

THE CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within **30** calendar day for the entire project after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the Contractor in current funds Two-Hundred and Three Thousand, Eight-Hundred and Eighty-Five Dollars and Ninety-Five Cents Dollars (\$203, 885.95), such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF DURANT
OWNER, Party of the First Part

Hi-Lite Airfield Services, LLC
CONTRACTOR, Party of the Second Part

By: _____

By: _____

STATE OF _____ §
CITY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said City and State, on this day personally appeared **Hi-Lite Airfield Services, LLC**, CONTRACTOR, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such _____ for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the ____ day of _____, A.D., 2024.

Notary Public in and for

County State

My Commission Expires: _____

STATE OF _____ OKLAHOMA §
CITY OF _____ DURANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **City of Durant, Oklahoma**, OWNER, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____ and that executed the same as the act of such City for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the ____ day of _____, A.D., 2024.

Notary Public in and for

City State

My Commission Expires: _____

CITY OF DURANT SERVICE AGREEMENT TERMS & CONDITIONS

1.1 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

1.2 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

2. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

2.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

2.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

2.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

2.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

2.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

2.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

2.7 This Agreement is made under and shall be construed according to the laws of the State of Oklahoma, notwithstanding the applicability of conflicts of laws principles. Any legal actions to take place within Bryan County, Oklahoma.

2.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

END OF SECTION

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SPECIAL CONDITIONS

SC-01. GENERAL DESCRIPTION OF WORK: Detailed descriptions of the several items of work are given in the Technical Specifications that follow.

SC-02. RESTRICTIONS ON TIME FOR WORK:

- A. It is the intent of this Contract to perform the work and limit the amount of time to a minimum that active areas are closed.
- B. See "Special Instructions" on Plans for ingress or egress to the project work areas.
- C. The *Durant Regional Airport* is manned during working hours. The Contractor shall monitor air-ground control radio at all times that work is being performed in the airfield. The radio shall be capable of both transmitting and receiving on the air-ground control frequency of 123.05 MHz. If for any reason emergency use of any runway and taxiway is required, the Contractor shall remove his equipment, tools, and men, leaving the runway clear as possible to a point at least 400 feet from the centerline of any runway and 65.5 feet from the centerline of a taxiway.

SC-03. SEPARATE INSURANCE: The Contractor will be required to maintain insurance of the types and amounts shown below throughout the duration of the project:

A. Type and Amount

TYPE	AMOUNT
1. Comprehensive General (Public) Liability - to include, but not limited to, the following:	<u>Bodily Injury:</u> \$250,000 per person \$500,000 per occurrence and
a) Premises/Operations	<u>Property Damage:</u> \$100,000 per occurrence
b) Independent contractors	--OR--
c) Personal injury liability/contractual liability (insuring indemnity provision within this contract)	Combined or Single Limit for Bodily Injury and Property Damage: \$500,000
	--OR--
AND, where the exposure exists, coverage for:	Combined single limit coverage (or equivalent) for bodily injury and property damage – \$1 million per occurrence
d) Products/Completed operations	
e) Explosion, Collapse and Underground Property Damage	
2. Worker's Compensation and Employer's Liability (where required by State law)	Statutory \$100,000 per occurrence

3. Comprehensive Automobile – to include coverage for:

- a) Owned/Lease automobiles
- b) Non-owned automobiles
- c) Hired cars

Bodily Injury

\$250,000

\$500,000

Occurrence

--AND--

Property Damage:

\$100,000 per occurrence

or

Combined Single Limit for

Bodily Injury and Property

Damage: **\$500,000**

The procuring of such policy of insurance shall not be construed to be a limitation upon Contractor's liability. Contractor's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities.

B. Other Insurance Requirements.

Prior to Start of Work: Contractor shall furnish to the Engineer certificates or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates prior to the expiration date of any prior certificate. Contractor understands that it is its sole responsibility to provide this necessary information and that failure to provide this information can be viewed as a breach of this contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Oklahoma. All policies shall be subject to examination and approval by the Sponsor's Attorney's office for their adequacy as to form, content, form of protection and providing company.

Insurance required by this contract for the City and Engineer as additional insured shall be primary insurance and not contributing with any other insurance available to City and Engineer, under any third part liability policy.

Contractor further agrees that with respect to the above required insurance, the City of Durant and Engineer shall:

- 1. Be named as additional insured/or an insured, as its interest may appear.
- 2. Be provided with a waiver of subrogation.
- 3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

SC-04. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The number of calendar days allowed for completion of the project is stipulated in the Bid Proposal and in the Contract and shall be known as the Contract Time.

- 1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely and in an acceptable manner, the work contracted for within the calendar days stated in the Contract. The calendar days stated in the Contract shall be counted from ten days after the effective date of the Owner's order to commence work or the date work commences, whichever occurs first and shall include all Sundays, holidays and non-work days. All calendar days, elapsing between the effective dates of any orders of the Engineer to suspend work and to resume work, for suspensions not the fault of the Contractor, shall be excluded. No allowances shall be made for delay or suspension of the prosecution of the work due to the fault of the Contractor.

2. Extensions of time for completion, under the condition of (2) (a) next below, will be granted; extensions may be granted under other stated conditions.
 - (a) If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
 - (b) An average or usual number of inclement days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, times, and seasons, so unusual as not to be reasonably anticipated, extensions of time may be granted.
 - (c) Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, extensions of time may be granted. Such causes of delay shall include, but not necessarily be limited to, the following:
 1. Priority or allocation order duly issued by the Federal Government.
 2. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 3. The amount of all extensions of time for whatever reasons granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.
 - (d) The amount of Liquidated Damages to be assessed shall be *seven hundred fifty dollars* (\$750) per calendar day that the work remains incomplete beyond the total contract time.
 1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened.
 2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
 3. Should the amount otherwise due to Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.
 - (e) If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he, may at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of this request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completions in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC-05. LEGAL HOLIDAYS: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving, and December 25th will be considered as being holidays; no other days will be so considered. No engineering supervision will be furnished on legal holidays or Sundays, except in an emergency. However, these days shall not be excluded from Contract time.

SC-06. DOCUMENTS FOR THE CONTRACTOR: The Engineer will furnish to the Contractor one (1) set of Specifications, and one (1) sets of half-size plans, along with electronic PDF copies. Additional sets, if requested, will be furnished at the costs of reproduction. Specifications and plans are available electronically.

SC-07. CLEAN UP:

- A. From time to time the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.
- B. Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.
- C. Following each work shift, runways, taxiway, and aprons shall be left clean of all loose aggregate and other foreign matter.
- D. Clean up will not be measured for separate payment, but shall be considered subsidiary work pertaining to the several items of the Contract.

SC-08. ENTRANCE AND PARKING AREAS:

- A. Forces of the Engineer and of the Contractor shall enter and leave the airfield at the entrance gates shown on the Plans.
- B. During hours of work, privately owned vehicles shall be parked in the approved areas.
- C. During non-work hours, the Contractor's equipment which is to be left on the site, shall be stored in the area designated on the approved parking and storage plan.
- D. Material hauling trucks shall enter the airfield at the gates shown on the Plans, and shall proceed to the area of work by the most direct route, as approved by the manager of the Airport. They shall leave the airfield by the same route and gate. Where required by the Engineer, barricades to define driving lanes on the airport shall be employed.
- E. At the gate, the Contractor shall station a watchman to assure that closing of the gate when not in use and to minimize the entry of unauthorized persons and vehicles. The watchman shall enter on duty one (1) hour before the beginning of the scheduled work period, and shall remain on duty one (1) hour past the end of the actual work period.

SC-09. CLEARANCE FOR USE WITH FAA: At the end of each work period, the Engineer and Owner's Representative shall determine that the work area is ready for return to service. They will inform the representative of Federal Aviation Administration, of the results of their inspection. It shall be the privilege of the FAA representative to make inspections also. If such inspection is desired, the representative and the Engineer shall develop a method of inspection that will produce the required information, and without interference with the work.

SC-10. SAFETY:

- A. Safety at the airport is a prime concern of the airport manager. The Contractor promptly shall comply with any instruction given by the airport manager or his representative.
- B. All construction shall be subject to the inspection of the airport manager, and shall meet his approval.

SC-11. EXISTING CABLES: All airfield lighting cables, all FAA cables and any foreign cables shall be located prior to construction. The Contractor shall locate all airfield lighting cable; FAA and the Engineer shall locate the FAA cables. Construction shall not begin until all parties have located all of their respective cables.

SC-12. REPAIR OF EXISTING UTILITIES: There are some existing utilities in the area of the reconstruction. The Contractor shall immediately notify the Engineer of any utility encountered and report any interruption of any utility immediately to the utility and the Engineer. Any damaged facilities shall be replaced or repaired in accordance with FAA Specifications or as directed by the Engineer.

SC-13. DAYTIME WORK RESTRICTION:

A. In order to maintain air traffic at the *Durant Regional Airport* during the construction of the project, the Contractor shall construct the area of improvements, in phases as outlined on the phasing plans in the contract drawings.

It shall be the responsibility of the Contractor to insure that the apron is cleared of all debris as a result of his construction activity prior to opening said area for traffic.

B. It shall be the full and sole responsibility of the Contractor to provide the required coordination, and to receive and comply with all instruction issued to him by traffic control or the Engineer.

C. Contact and control shall be by two-way operating radio, tuned to the specified frequency and shall be guarded at all times during the hours of work to assure receipt of information and instructions.

1. The Contractor shall provide, for use of his personnel, at least one (1) radio. The radio shall be maintained in good and operable condition at all times.

2. The radio furnished by the Contractor for use of his personnel shall remain his property and shall be recovered by him.

D. Upon direction from airport management, operations, Engineer, or Engineer's Representative at the *Durant Regional Airport*, the Contractor shall move all of his equipment and personnel to an area, or areas, at least 400 feet from the edge of runway pavement, and at least 65.5 feet from the edge of taxiway pavement. Equipment and personnel shall not be returned to the restricted work area until permission for such return is granted by air traffic control. In the clearing of restricted work areas, movement shall not be to any area opposite the ends of the runway.

SC-14. CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS:

A. Safety requirements for construction activity affecting aircraft movement area have been coordinated with the airport owner, FAA and other interested parties. As a result of this coordination, a work sequence intending a minimum of disruption to aircraft operations has been developed. The resulting restriction imposed on the Contractor have been included as a part of the Contract provisions.

B. During the time that the Contractor is performing the work, the aprons, taxiways, and runways at the airport will remain in use by aircraft, to the maximum extent allowable. The use by aircraft of runways and taxiways adjacent to the areas where the Contractor is working will be so scheduled as to minimize disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the Contract Specifications, shall always have priority over any and all of the Contractor's operations. The Contractor shall not allow his employees, Subcontractors, material suppliers, or any other persons over whom he has control, to enter or remain upon any part of the airport, which would be a hazardous location. Should aprons, runways, or taxiways be required for use of aircraft, and should the Contractor be too close to the portion used by aircraft for safety, the Engineer may at his sole discretion order the Contractor to suspend his operations, remove his personnel plant, equipment, and materials to a safe distance and stand by until the runway and taxiways are no longer required for use by aircraft.

SC-15. LIMITATIONS ON CONSTRUCTION: The following restrictions shall normally pertain for activity at the *Durant Regional Airport*. In cases where it has been determined that the following restrictions are inappropriate, similar requirements shall be developed resulting from the provisions of paragraph SC-17.A. on a case-by-case basis.

- A. When construction is being accomplished adjacent to an active runway when visibility minimums are below 3/4 mile as determined by the *Durant Regional Airport*, equipment shall not be permitted within 400 feet from the runway centerline.
- B. All work, which is too close to the runway for accomplishment during condition SC-14 a. above, shall be performed during periods when the runway is not in used. (Ref. NOTAM requirements paragraph SC-17).
- C. When construction work is being accomplished adjacent to an active runway, equipment below the VFR 7:1 slope, but penetrating the IFR 7:1 slope shall be obstruction-marked and lighted for night operations.
- D. Men, equipment, or other construction related material will be permitted adjacent to an apron or active taxiway provided that such activity is first coordinated with the users and appropriate NOTAMS issued. Additionally, barricades with flashers for night operations will be required to mark the area to prevent aircraft from inadvertently entering the construction area.
- E. Flare pots will not be permitted for temporary lighting of pavement areas or to denote construction limits.
- F. Construction equipment shall not exceed a height of **25** feet above the airport surface.

SC-16. CONSTRUCTION ACTIVITY IN THE VICINITY OF NAVIGATIONAL AIDES: Construction activity in the vicinity of FAA navigational aids (e.g., ILS, VOR, ASR, ATCT) require special consideration. Prospective Bidders are alerted to this fact and will be required to closely coordinate the work with the local Airway Facilities Sector as a condition of bid.

SC-17. NOTAMS:

- A. The Airport Manager will issue the necessary NOTAMs to reflect hazardous conditions. It is important that NOTAMs be kept current and reflect the actual condition with respect to construction situations. Active NOTAMs shall be reviewed periodically and revised to reflect the current conditions.
- B. **Inspection.** Frequent inspections will be made by both the Engineer, Airport Manager and FAA personnel during critical phases of the work to insure that the Contractor is following the required safety procedures.

SC-18. MOTORIZED VEHICLES:

- A. When any vehicle other than those routinely used in the aircraft movement area and runway approach area is require to travel over any portion of that area, it should be escorted by a vehicle properly identified to operate in the area or provided with a flag on a staff so attached to the vehicle so that the flag will be readily visible. The flag should be not less that three (3) square feet consisting of a checkered pattern of international orange and white squares of not less than one (1) foot on each side and displayed in full view above the vehicle. A flag or escort vehicle is not required for vehicles, which have been painted, marked and lighted of routine use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness should be equipped with a flashing red dome-type light.
- B. No ground vehicles are permitted onto active taxiways, or runways unless they are in two-way radio communications with air traffic control, or escorted by a vehicle with such communications, and have been appropriately cleared by air traffic control.

- C. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers prominently displayed on each side. The identifying symbols should be of eight (8) inch minimum, block-type characters of a color easily read. They may be applied by use of tape or water soluble paint to facilitate removal. In addition, all vehicles must display the identification media as specified in the approved airport security plan if applicable.
- D. **Debris.** Waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project.

SC-19. LABORATORY: All quality assurance testing for acceptance shall be done by the laboratory employed by the Owner. The Contractor shall provide his own quality control testing and pay for all quality control testing at no cost to the Owner. Any quality assurance tests which indicate that the material is not meeting the requirements of the plans or specifications shall be paid for by the Contractor at no cost to the Owner. The cost for all failed tests shall be invoiced to the Contractor by the testing laboratory. Invoices for failed tests shall be paid within 30 calendar days.

SC-20. THIRD PARTY COVERAGE: The Owner and KSA Engineers, Inc., shall be named as additional insured on the Contractor's insurance policies.

SC-21. SURFACE PREPARATION: Particular attention should be given to the edges of pavement. It will be the decision of the Engineer as to which areas receive blading.

SC-22. CONSTRUCTION STAKING: The Contractor shall be responsible for setting any and all construction stakes and markings which he may need during this project. The Engineer will provide horizontal and vertical control points (only) for use by the Contractor's surveyors in establishing line and grade stakes.

SC-23. WORKING HOURS: All work shall be conducted between the hours of 7:00 a.m. and 8:00 p.m. In all cases, a representative from the Engineer's office shall be notified each day of the next day's schedule. Contractor does have the option to do preparation and set-up during night-time hours provided sufficient project lighting is utilized. *Project lighting must be approved by the Engineer.* No paving operations will be permitted during night-time hours. Storage of equipment shall be at a site specified by the Engineer.

SC-24. RADIO OPERATIONS: Whenever the Contractor is within 250 feet of an active runway, he shall maintain constant radio contact with the Unicom frequency.

SC-25. ACCESS ROUTES: This set of plans has designated access routes onto various spots around the airport. If the Contractor wishes to propose routes other than those established, consideration will be given to them during the Preconstruction Conference. Regardless of the routes chosen, the Contractor will be required to leave the route in as good or in better condition than he found them in the opinion of the Engineer. If this route requires the Contractor to cross an existing grassed area, he shall expect that all pavement, rock or anything other than soil shall be removed upon completion of the usage of this route, and re-graded and seeded to a condition comparable to the existing state. The Contractor shall be considerate to others using these routes. If the Contractor has to go through an existing gate, or is required to build a gate, he shall furnish the Engineer and Airport Manager with a key to the lock on the gate. The Contractor shall repair all access roads which are damaged by construction traffic to original or better condition at no expense to the owner. Repair, regrading, and re-establishing grass of access roads shall be considered subsidiary to the mobilization bid item.

SC-26. SAFETY DURING CONSTRUCTION: The Contractor shall adhere to the requirements and recommendation as set forth in **AC 150/5370-2G**, which are located by reference in the Appendix of this contract.

SC-27. MARKING: All pavement markings shall be in accordance with FAA Item P-620, Runway and Taxiway Painting, and Advisory Circular 150/5340-1M.

SC-28. GEOTECHNICAL INVESTIGATIONS: ~~It is the Contractor's responsibility to review and confirm the effort required and equipment needed to complete the work in accordance with these contract documents.~~

SC-29. ENGINEER: The work "Engineer" in these specifications shall be understood as referring to KSA Engineers, Inc., supervisor or inspector as may be authorized by said Owner to act in any particular position.

SC-30. SCOPE OF WORK: The Contractor shall furnish all materials required and shall furnish all labor, equipment, tools, machinery, superintendence and all else required to complete all construction according to the "Proposal" and as shown on the plans for the contract. The work covered under this contract includes the construction of apron improvements as shown on the plans and all appurtenances and related items.

SC-31. ARREARS: No money shall be paid by the Owner upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to the City of Durant, Oklahoma for taxes. The Owner shall be entitled to counterclaim and offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignments or transfers of such debt, claim, demand or account after the said taxes are due shall affect the right of the Owner to so offset the said taxes against the same.

SC-32. PROJECT PROGRESS TO COMPLETION: The Contractor shall diligently pursue the job from the date work commenced without extended interruption until the project is complete and accepted.

When work is commenced, absence from the project for more than 10 days without written consent will constitute abandonment of the project. Absence shall be defined as making no measurable progress toward completion of the project. For example, checking to ensure that barricades are up and lighted shall not constitute progress toward the completion of the project. The Contractor shall complete the project with the time bid.

SC-33. PARTIAL AND FINAL PAYMENT: On the last day of each month, when the Contractor is due to receive either partial or final payment for the work that has been performed, an estimate shall be made by the Engineer and supplied to the Contractor for his approval. The Contractor shall verify the quantities as shown with the Owner's Inspector prior to signing the monthly estimate as approved. The Contractor will be allowed 10 days in which to protest the correctness of the estimate, otherwise the estimate will stand.

SC-34. RECORDS OF MATERIALS PURCHASED: By the first of each month, the Contractor shall furnish to the Engineer one (1) copy of all invoices for materials furnished to be incorporated into the work plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payments as prepared by the Engineer.
If the Contractor fails to furnish this information, no materials shall be included on the monthly estimates until they are permanently incorporated into the work.

SC-35. SUBCONTRACTORS: No part of this project shall be subcontracted without written permission from the Engineer. In the event permission is given for a subcontract, the Owner and the Engineer will not recognize such subcontractors in supervision of the construction or in making monthly payments for work accomplished. The general Contractor shall be primarily responsible for all work, and shall receive all payments.

SC-36. MATERIALS AND WORKMANSHIP: No materials, which have been used by the Contractor for any temporary purpose whatever are to be incorporated in the permanent structure without written consent of the Engineer. All materials to be used shall be new.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "or accepted equal" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or accepted equal" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC-37. SUPERINTENDENCE OF CONSTRUCTION: The Contractor shall be personally in charge of all construction work or shall have on the job a competent construction superintendent. In the absence of the superintendent from the job site, an acting-superintendent shall be appointed to be in full charge of the work. The superintendent and acting-superintendent shall be given full authority to follow any and all instructions given by the Engineer or his representative.

SC-38. GUARANTEE: The Contractor shall guarantee the materials he furnishes and the installation he has performed for a period of one (1) year of operation after the date of final acceptance by the Owner.

In the event a defect is found during the guarantee period, the Contractor will be notified and he shall immediately repair the defect, furnishing and installing all materials as necessary to repair the apron and taxiway improvements and/or appurtenances constructed under this contract in a manner satisfactory to the Owner and the Engineer.

The period of the guarantee shall be one (1) year of satisfactory service from the date of final acceptance of the work by the Owner and the Engineer. In the event it is necessary to take the apron or taxiway or an appurtenance out of service because of defective materials or workmanship, the period of guarantee shall be extended until the apron or taxiway or appurtenance has been in continuous service for a period of one (1) year.

Prior to final acceptance, the Contractor will furnish an affidavit of bills paid and a one (1) year maintenance bond for 100 percent of the total contract in favor of the Durant Regional Airport, to the City of Durant, Oklahoma.

SC-40. SECURITY: Contractor shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state and/or local government entity regarding airport and/or airfield security as they relate to Contractor's operations at the airport.

END OF SPECIAL CONDITIONS

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DIVISION II

GENERAL PROVISIONS

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Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of

Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Durant, Oklahoma and the Durant Regional Airport.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

Paragraph Number	Term	Definition
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR . May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards

Paragraph Number	Term	Definition
		for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

Paragraph Number	Term	Definition
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	[None]

END OF SECTION 10

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **30** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer ~~or RPR~~ shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer ~~or the RPR~~ may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's ~~RPR's~~ opinion, is necessary for completion of the extra work.

When determined by the Engineer ~~RPR~~ to be in the Owner's best interest, the Engineer ~~RPR~~ may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of

the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, the Engineer RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer and Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the **Engineer RPR** and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the **Engineer RPR**; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the **Engineer's RPR's** approval in advance of such use.

Should the **Engineer RPR** approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the **Engineer RPR** approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Engineer Resident Project Representative (RPR). The Engineer RPR has final authority regarding the interpretation of project specification requirements. The Engineer RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The Engineer RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the Engineer RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The Engineer RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the Engineer RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the Engineer RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The Engineer RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited

ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the **Engineer RPR** for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

Special Provisions can be seen in Division I.

50-05 Cooperation of Contractor. The Contractor shall be supplied with [five] hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the **Engineer RPR** and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the **Engineer RPR** or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the **Engineer RPR** that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper

execution and control of the work on this project will be provided to the **Engineer RPR**. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the **Engineer and RPR** for each area of construction and for each placement of material as specified to allow the **Engineer and RPR** to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the **Engineer and RPR** prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **CAD File and .txt Point File**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the **Engineer RPR** for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The **Engineer and RPR** shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the **Engineer RPR** requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the **Engineer and RPR** of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the **Engineer and RPR** may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the **Engineer RPR** as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the **Engineer RPR**. Work done contrary to the instructions of the **Engineer RPR**, work done beyond the lines shown on the plans or as established by the **Engineer RPR**, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the **Engineer RPR** made under the provisions of this subsection, the **Engineer RPR** will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the **Engineer RPR** shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the **Engineer's RPR's** notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the **Engineer RPR** to make final inspection of that unit. If the **Engineer RPR** finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the **Engineer RPR** may accept it as being complete, and the Contractor may be relieved of further responsibility for that

unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer, RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the **Engineer RPR** as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the **Engineer's RPR's** option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the **Engineer RPR** before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the **Engineer RPR** shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the **Engineer RPR**, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the **Engineer RPR**. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the **Engineer RPR**.

A copy of all Contractor QC test data shall be provided to the **Engineer and RPR** daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the **Engineer RPR** showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The **Engineer RPR** may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the **Engineer RPR**.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The **Engineer RPR** shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The **Engineer RPR** reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The **Engineer RPR** or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the **Engineer RPR** conduct plant inspections, the following conditions shall exist:

- a. The **Engineer RPR** shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The **Engineer RPR** shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the **Engineer RPR**, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the Engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the **Engineer and RPR**. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the **Engineer RPR**. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage

of materials on private property. Upon request, the Contractor shall furnish the **Engineer RPR** a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the **Engineer RPR**.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the **Engineer RPR** has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **Contractor to refer to Project Plans and Technical Specifications.**

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the **Engineer RPR**.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the **Engineer RPR**, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the Engineer and RPR. If the Engineer and RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the Engineer RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 04 & 05 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer and RPR have witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer, RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld

when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. **Contractor shall refer to the Project Phasing Plan(s) located in the Plan Set.**

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the Engineer’s RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the **Engineer RPR**.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the **Engineer RPR**.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the **Engineer and RPR** and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the **Engineer RPR** continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their

authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer and RPR. The Engineer RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Refer to Division I.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the **Engineer** ~~Resident Project Representative (RPR)~~.

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the **Engineer ~~RPR~~ 14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **14** days of the NTP date. The Contractor shall notify the **Engineer** ~~RPR~~ at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the **Engineer's** ~~RPR's~~ review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the **Engineer** ~~RPR~~, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The **Engineer** and ~~RPR~~ will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the **Engineer's** ~~RPR's~~ request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the **Engineer** ~~RPR~~ at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the **Engineer RPR**) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the **Engineer RPR** and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Refer to the Phasing Plan(s) for additional information.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the **Engineer RPR**, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the **Engineer RPR**, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the **Engineer RPR**.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the **Engineer RPR** may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the **Engineer RPR**. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the **Engineer RPR** to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the **Engineer RPR** determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the **Engineer RPR** may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the **Engineer RPR** within the time period stated in the **Engineer's RPR's** order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The **Engineer RPR** will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Phase 1	\$750 per Calendar Day	10 Calendar Days
Phase 2	\$750 per Calendar Day	7 Calendar Days
Phase 3	\$750 per Calendar Day	7 Calendar Days
Phase 4	\$750 per Calendar Day	6 Calendar Days
Total	\$750 per Calendar Day	30 Calendar Days

The maximum construction time allowed for Schedules 1 to 3 will be the sum of the time allowed for individual schedules but not more than **30 calendar days**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the **Engineer** ~~RPR~~ prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the Engineer RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the Engineer RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the Engineer RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this

Term	Description
	purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the <u>Engineer</u> RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.

Term	Description
	In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Engineer and RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of

anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the Engineer RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the Engineer RPR that supports the value of retainage held by the Owner for partially accepted work.
- (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made

an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the Engineer RPR, the Engineer RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer RPR at or on an approved site.
- b. The Contractor has furnished the Engineer RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the **Engineer RPR** will prepare the final estimate of the items of work actually performed. The Contractor shall approve the **Engineer's RPR's** final estimate or advise the **Engineer RPR** of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the **Engineer RPR** shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the **Engineer's RPR's** final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the **Engineer's RPR's** estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the **Engineer's RPR's** final estimate, and after the **Engineer's RPR's** receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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DIVISION III

TECHNICAL SPECIFICATIONS

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

DESCRIPTION

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

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

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

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

MATERIALS

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

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

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

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

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

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the ~~Engineer~~ RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the Engineer RPR.

METHOD OF MEASUREMENT

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

- a. Rock Construction Exits will be measured by each exit installed and accepted by the Engineer in accordance with the plans and specifications. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation and maintenance of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

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

BASIS OF PAYMENT

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

Item C-102-5.1	Rock Construction Exit – per each
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Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

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

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

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

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

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

END OF ITEM C-102

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **10 percent** of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 40%.
- b. When 50% or more of the original contract is earned, an additional 50%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 –

Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the **Engineer Resident Project Representative (RPR)**. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the **Engineer Resident Project Representative (RPR)** prior to the initial application of markings. The reports can be used for material acceptance or the **Engineer RPR** may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the **Engineer** and RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the **Engineer** and RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Type I or II	White	37925	115 ft ² /gal (2.8 m ² /l)	Type I	7 lb/gal (0.85kg/l)
Type I or II	Yellow	33538 or 33655	115 ft ² /gal (2.8 m ² /l)	Type I	7 lb/gal (0.85 kg/l)
Type I or II	Black	37038	115 ft ² /gal (2.8 m ² /l)	N/A	No Beads
Temp. Type I or II	White, Yellow, and Red	See Above	230 ft ² /gal (5.6 m ² /l)	N/A	No Beads

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

b Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I, Type II, Type III. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross

linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

c Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A. Glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the **Engineer RPR**. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the **Engineer RPR** to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the **Engineer RPR** minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the **Engineer RPR**. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the **Engineer RPR** prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the **Engineer RPR**.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the **Engineer** and RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings

taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of marking removal shall be paid for shall be measured by the number of square feet (square meters) of removal. Contractor shall refer to plan set for removal limits and quantities.

~~**620-4.1b** The quantity of surface preparation shall be measured by lump sum.~~

620-4.1c The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.1d The quantity of reflective media shall be considered subsidiary to the various project items.

BASIS OF PAYMENT

620-5.1a This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the Engineer RPR in accordance with these specifications.

620-5.1 Payment for marking removal shall be made at the contract price for the number of square feet (square meters) of markings removed.

620-5.2 Payment for surface preparation shall be considered subsidiary to the various project items.

620-5.3 Payment for markings shall be made at the contract price for by the number of square feet (square meters) of painting.

620-5.4 Payment for reflective media shall be considered subsidiary to the various project items.

Payment will be made under:

Item P-620-5.1	Pavement Marking Removal per square foot (square meter)
Item P-620-5.2a	White Markings (Reflective) per square foot (square meter)
Item P-620-5.2b	Yellow Markings (Reflective) per square foot (square meter)
Item P-620-5.2c	Black Markings (Non-Reflective) per square foot (square meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne

FED STD 595	Colors used in Government Procurement
Commercial Item Description	
A-A-2886B	Paint, Traffic, Solvent Based
Advisory Circulars (AC)	
AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

ITEM KSA-100 PROJECT SCHEDULE, MOBILIZATION AND FIELD OFFICE**DESCRIPTION**

100-1.1 The work covered by this section consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

This item shall also cover the mandatory project schedule to be updated and provided to the Engineer, as described herein.

100-1.2 PROJECT SCHEDULE. A complete project schedule shall be provided by the Contractor at the Pre-Construction meeting and shall be explained by the Contractor to the meeting attendees. Any necessary runway and /or taxiway shutdown dates may be determined at the Pre-Construction meeting, or at a later time, as approved by the airport manager and coordinated by the Resident Project Representative.

Interim project schedules shall include the following, as necessary:

- a. Original baseline schedule;
- b. Updated schedule to current construction activity;
- c. Adjusted critical path; and
- d. Adjusted runway and/or taxiway shutdown dates.

The Engineer, at their discretion, may request an updated interim project schedule. If requested, the corresponding month's pay request will not be processed until the updated interim project schedule has been submitted to the Engineer. Any delay in the Engineer receiving the updated interim project schedule will cause a delay in processing that month's pay request. Refer to the General Notes as shown on the plans for any additional requirements.

100-1.3 STAGING AREA. The area designated on the plans as the Contractor's staging area, including ingress and egress to the construction site, shall be prepared for the storage of equipment and supplies. This shall include, but not be limited to, grading, gates (for the Contractor's equipment and supplies), power supply, telephone service, field offices, etc., necessary for the Contractor to perform his responsibilities as required by the Contract. Restoring the site to pre-project conditions by grading and establishing grass shall be included in this item. The installation of a safety fence around the perimeter of the staging areas shall also be included in this bid item, as necessary.

~~**100-1.4 FIELD OFFICE.** A temporary field office with security lock and "complete" set of keys separated from the Contractor's Field Office shall be furnished to the Engineer for his sole use. The office shall be in clear view of the project area. The office shall be structurally sound, meet all local building codes for temporary structures and have a minimum of the following:~~

- ~~a. 150 square feet of floor space;~~
 - ~~b. Entrance steps, as necessary;~~
 - ~~c. One office desk with office chair;~~
 - ~~d. One table suitable for drafting and layout with drafting chair;~~
 - ~~e. One table with chairs suitable for meetings;~~
 - ~~f. Filing cabinet and storage shelves;~~
 - ~~g. Commercial power supply with adequate outlets and lights;~~
 - ~~h. Approved heating and/or cooling units;~~
 - ~~i. Drinking water;~~
 - ~~j. Toilet facilities;~~
 - ~~k. Separate phone line and equipment including local phone service;~~
 - ~~l. 3 MBps Internet service;~~
 - ~~m. Copy machine and supplies; and~~
 - ~~n. Portable hand held aviation band radio.~~
- Contractor shall be responsible for payment of all monthly utility bills and installation fees.

Contractor shall allow the Engineer and Resident Project Representative (RPR) to utilize their Field Office , if needed, during the construction period.

100-1.5 ADDITIONAL REQUIREMENTS. Refer to the General Notes as shown on the plans for additional requirements.

METHOD OF MEASUREMENT

100-2.1 Measurement for this item will be as shown in Part 1 – General Provisions, Section 105 Mobilization.

BASIS OF PAYMENT

100-3.1 All work covered by this section will be paid for as shown in Part 1 – General Provisions, Section 105 Mobilization

Payment will be made under:

Item 100-3.1	Mobilization, Etc.	Per lump sum
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END OF ITEM 100

ITEM KSA-101 SHOP DRAWINGS, PROJECT DATA, AND SAMPLES**DESCRIPTION**

101-1.1 Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing, processing, delivery, reproduction and other necessary functions incidental to scheduling and handling of shop drawings, project data, and samples as indicated on the plans and/or as specified, in accordance with provisions of the Contract Documents, and completely coordinated with work of all trades.

- a. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for completion of work under this item shall be furnished and performed as part of this item.
- b. See appropriate sections for specific items for which data and/or samples are required.

101-2.1 SUBMITTAL, ADDRESS. All items shall be submitted electronically. The preferred method of submission is utilizing the Newforma Info Exchange project page provided by KSA. KSA will provide a link to the project page for the Contractor to make submittals, to submit RFI's, and upload large files as necessary. There is no cost for using this service. If for some reason the Contractor cannot utilize the Newforma Info Exchange project page for submission, the Contractor shall submit one scanned copy of the submittal via the email to the Project Manager, Trevor Self, P.E., at tself@ksaeng.com.

101-3.1 SUBMITTALS, GENERAL.

- a. Contractor shall be responsible for and make all submissions. All items shall be transmitted electronically and include a Contractor's review stamp.
- b. Submittal 000 shall be for the Project Schedule. Each following schedule after the first initial submission shall be 000-01, 000-02, 000-03, continued for the entire duration of the project.
- c. Each transmittal after the Project Schedule will be sequentially numbered starting with No. 001.
 - (1) An item that is resubmitted will retain the original number but with an added suffix starting with – 01, example Submittal 005-01.
 - (2) Only one specification division should be covered by one letter of transmission.
 - (3) Sufficient catalog information together with catalog cuts and technical data must be submitted to allow an evaluation to be made to determine whether or not the item in question is acceptable.
- d. No submittals will be returned to subcontractors. Submittals transmitted to the Engineer by anyone other than the Prime Contractor will be returned to the Prime Contractor.
- e. Submit items sufficiently in advance of date required to allow reasonable time for review, and to allow for resubmission if necessary. Items submitted without Contractor's approval stamp will be returned, without action, for resubmission. Items that are not submitted in accord with the provisions of this item will be returned, without action, for resubmission.

- f. Operation and Maintenance Manual, and/or warranties where required, shall be separate transmittal.

101-4.1 SUBMITTALS, SHOP DRAWINGS PROCEDURE.

- a. Submit as indicated above. Identify submittals as to manufacturer, item, use, type, project designation, specification section or drawing detail reference, and other pertinent information.
- b. Submit an electronic copy of each submittal until approval is obtained.
- c. Allow clear space for stamping on right hand side. Contractor shall stamp his approval on drawings prior to submission to Engineer as indication of his checking and verification of dimensions and coordination with interrelated items. Marks on submittals by Contractor shall not be in red.
- d. Submit standard items like equipment brochures, cuts of fixtures, or standard catalog items (reproducible not required). Indicate exact item or model and all proposed options. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls, and other pertinent data.

101-5.1 SUBMITTALS, SAMPLES.

- a. Submit to address indicated above. Identify submittals as to manufacturer, item, use, type, project designation, specification section of drawing detail reference, and other pertinent information.
- b. Forward with transmittal letters. Include brochures, shop drawings, and installation instruction. Contractor shall stamp his approval on drawings prior to submission to Engineer as indication of his checking and verification of dimensions and coordination with interrelated items. Resubmit samples of rejected items.
- c. Approved samples submitted or constructed, constitute criterion for judging completed work. Finished work or items not equal to samples will be rejected.
- d. Samples will be retained for comparison purposes and/or the Contractor shall remove samples as directed. Contractor shall pay all costs of furnishing and removing samples.

101-6.1 SUBMITTALS, APPROVAL OR REJECTION.

- a. Transmittals returned with Approval are considered ready for fabrication and/or installation. If for any reason a transmittal that has an A or B approval is resubmitted, it must be accompanied by a letter pointing out the changes that have been made and the reason for the re-submittal. It shall be the Contractor's responsibility to assure that the previously approved documents are destroyed when they are superseded by a re-submittal as such.
- b. Transmittals with approval combined with Action "Revise and Resubmit" or "Rejected" will be individually analyzed giving consideration as follows:
 - (1) If the items or system proposed is acceptable and the majority of the major individual components (Drawings or Documents) are in compliance; however, there are some minor

items not in compliance. The portion of the transmittal given "Revise and Resubmit" or "Rejected" will not be distributed (unless previously agreed to otherwise). Copies of the "Revise and Resubmit" or "Rejected" drawings will be marked up and returned to the Contractor electronically. It shall be the Contractor's responsibility to insure that these items are corrected and resubmitted.

- (2) If the items or system proposed are acceptable; however, the major part of the individual drawings or documents are incomplete or require revision, the entire submittal will be given "Revise and Resubmit" or "Rejected" action. Again, it is reiterated that this is at the sole discretion of the Engineer and some drawings may contain relatively few or no comments for the statement, "Resubmit" to maintain a complete package. Distribution to the Owner and field will not be made unless previously agreed to otherwise.
- (3) Approval is general and does not permit departure from Contract Documents; relieve Contractor from responsibility for errors in detail, dimensions or related items; approve departure from previous instructions or details; components, wiring, etc., required to make item operational or usable.
- (4) Manufacture or fabrication of items prior to final approval is at Contractor's own risk.

101-7.1 REQUIRED SHOP DRAWINGS, CERTIFICATE, OR REPORTS. Shop drawings, certificate, or reports shall be submitted on the following items, as appropriate, for approval. The following list is not considered all-inclusive. The Contractor shall supply all submittals required by the plans and specifications.

- | | |
|--------------------------------------|--------------------------------|
| a. Project Schedule | c. Pavement Paint Certificates |
| b. Glass Beads for Pavement Markings | |

END OF ITEM 101

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ITEM KSA-103 RAIN DELAYS**DESCRIPTION**

103-1.1 The Contractor shall anticipate the following number of work days lost due to rain in determining the contract schedule. A rain day is defined as any day in which the amount of rain measured by the National Weather Service at the Coleman Municipal Airport is 0.10 inch or greater. No extension of time will be considered until the expected number of rain days has been exceeded and the Engineer has agreed that the status of construction was such that there was an impact detrimental to the construction schedule.

The following table represents the average rain delays per month based on the National Climatic Data Center for the "Durant, OK US".

January	4 Days	April	5 Days	July	4 Days	October	5 Days
February	5 Days	May	7 Days	August	3 Days	November	5 Days
March	6 Days	June	6 Days	September	4 Days	December	4 Days

Total Average Rain Delays for Durant, OK = 58

RAIN DELAY CALCULATION

103-2.1 For each rain delay accepted by the engineer, the actual accepted rain delay time shall be compared to the monthly average. Any month which has less than the specified average shall carry over the difference to the following month. Any month which has more than the specified average shall be considered as an "Abnormal Rain Delay".

At the end of the project the Total Abnormal Rain Delays shall be calculated by subtracting the Total Average Rain Delays by the Total Actual Rain Delays Accepted. The difference between the two values shall correspond to the number of "Abnormal Rain Delays". Total Abnormal Rain Delays which result in a number less than the Total Average Rain Delays shall not alter the total contract time. Contract Time Extensions for Rain Delays may only be requested when the Total number of Abnormal Rain Delays exceeds the Total Average Rain Delays.

Total Average Rain Delays - Total Actual Rain Delays Accepted = X Abnormal Rain Delays

X Abnormal Rain Delays > Total Average Rain Delays = X Addition Days to Contract Time

X Abnormal Rain Delays < Total Average Rain Delays = 0 Addition Days to Contract Time

METHOD OF MEASUREMENT

103-3.1 This item will not measured for separate payment.

BASIS OF PAYMENT

103-4.1 This item shall be considered subsidiary to the various bid items of the project. No direct payment will be made for Rain Delays.

END OF ITEM KSA-103

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ITEM KSA-105 SAFETY AND SECURITY

DESCRIPTION

105-1.1 All work shall comply with the Construction Safety & Phasing Plan (CSPP), included in the plans, and incorporated into this contract. Required reference material associated with this item includes:

FAA AC 150/5200-18 (Latest Edition), Airport Safety Self-Inspection
 FAA AC 150/5210-5 (Latest Edition), Painting, Marking and Lighting of Vehicles Used on an Airport
 FAA AC 150/5370-2 (Latest Edition), Operational Safety on Airports During Construction

Copies of these FAA documents are available at https://www.faa.gov/airports/resources/advisory_circulars/.

The work covered by this section consists of furnishing all materials, equipment, and labor and performing all necessary operations to comply with the phasing plans and CSPP, including, but not limited to, preparing the Safety Plan Compliance Documents (SPCD), all barricades, marking and lighting associated with construction safety and phasing and traffic control.

105-1.2 BARRICADES AND MARKING. Proper marking, barricading and lighting of areas on the airfield associated with the construction shall be the responsibility of the Contractor. This will include properly marking, barricading and lighting closed runways, taxiways, taxilanes, and aprons, the limits of construction, critical areas on the airfield, material storage areas, equipment storage areas, haul routes, parking areas and other areas defined as required for the Contractor's exclusive use. The Contractor shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day and night use. Temporary barricades, cones, flagging, and flashing warning lights shall be required at critical access points. The type and location of marking and warning devices will be approved by the Engineer. The Contractor shall be responsible for maintaining the barricades, lights, markings in their proper location, in good working order, and clean for 24 hours per day throughout the contract period.

During each phase, Lighting on closed sections of pavement may need to be taken out of service, while lighting on open sections may need to be maintained. Contractor shall perform work necessary to remove electrical equipment in closed areas (lights, signs, etc.) from service, maintaining circuits or portions of circuits adjacent to open pavement, and return electrical equipment to a functioning state prior to opening a closed section of pavement.

The Contractor may be required to remove barricades and runway or taxiway closure markings at the end of the work period and to reinstall the same prior to commencing work the following day in some cases to allow for the reopening of certain sections of the airport for operations outside of Contractor working hours.

Special emphasis shall be given to open trenches, excavations, heavy equipment marshalling areas, and stockpiled material located in the airport operations area, which shall be predominantly marked by the Contractor with flags and lighted by approved light units during hours of restricted visibility and darkness.

105-1.3 RUNWAY CLOSURES. The runway closure shall include the use and placement of Contractor supplied runway closure Xs; and any electrical work necessary to remove lights/signs/NAVAIDs from service, to return those items to service prior to opening the runway and to maintain electrical circuits to remain in service. The contractor shall provide all labor for placing of runway closure Xs and shall keep the closure Xs in good working order for the duration of the runway closure. The contractor shall maintain the closure X's. Any repairs to meet this requirement will be paid for by the Contractor at no additional cost to the Owner.

Runway Closures and reopening will be required per the Phasing Plan. The Contractor shall refer to the Phasing Sheets within the Plans and ensure that all requirements of the Runway Closure’s can be met for the duration of the project.

105-1.4 SAFETY PLAN COMPLIANCE DOCUMENT. Preparation of the Safety Plan Compliance Document (SPCD), as required by AC 150/5370-2G *Operational Safety on Airports During Construction*, will be included under this section.

METHOD OF MEASUREMENT

- 105-2.1** Measurement for “Barricades and Markings” will be by lump sum as the work progresses. This items includes all barricades, lighting and markings required for pavement closures and other areas as identified in this specification.
- 105-2.2** Measurement for “Preparation of the Safety Plan Compliance Document” will be by lump sum.
- 105-2.3** Measurement for “Runway Closure” will be by lump sum. This item includes the use of and maintaining lighted Xs provided by the Contractor and electrical work associated with the closure.
- 105-2.4** Any work identified in this item for which there is not a specific pay item will not be measured for payment but shall be considered subsidiary to other items in the contract.

BASIS OF PAYMENT

105-3.1 All work performed, and materials furnished as prescribed in this item shall be measured and paid for at the contract lump sum price for “Barricades and Markings,” “Runway Closure,” and “Preparation of Safety Plan Compliance Document.”

The lump sum for “Barricades and Markings” shall be paid pro-rata per month and the monthly amount shall be calculated by dividing the lump sum by the contract time in months. The final payment for “Barricades and Markings” shall not be made until all substantial work has been completed by the Contractor, as determined by the engineer, and the Contractor has demobilized from the project site.

50 percent of the lump sum for “Runway Closure” shall be paid for upon the start of the Phase containing the closure of the runway. The remaining 50 percent shall be paid upon the completion of the Phase containing closure of the runway.

The lump sum for “Preparation of the Safety Plan Compliance Document” shall be paid for upon completion, submittal, and acceptance of the SPCD.

These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, removal, and installation of materials; and for all labor, equipment, tools, and incidentals necessary to complete the items.

Payment will be made under:

KSA 105-3.1	Barricades and Markings	Per lump sum
KSA 105-3.2	Runway Closure	Per lump sum
KSA 105-3.3	Preparation of the Safety Plan Compliance Document	Per lump sum

END OF ITEM 105