

DIVISION 0 – SECTION 00405**PROPOSAL**Project Identification: **Taxiway Alpha West Reconstruction - Construction**Contract Number: MSCAA Project No. **18-1413-01****For Overnight Courier
or Hand Delivery Submit to:**

Memphis-Shelby County Airport Authority
 Memphis International Airport
 Procurement Department
 4150 Louis Carruthers Drive
 Memphis, Tennessee 38118

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Legal Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for seventy-five (75) days after the day of Bid opening. Bidder will sign and submit the Construction Contract with the Bonds and other documents required by the Bidding Requirements, within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Division 0 and Division 1 Specifications, and accepts the determination set forth in General Provision Section 20 paragraph 20-06 of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of General Provision Section 20 paragraph 20-06; and no additional examination, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner or Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner or Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete Base Bid Work for the following price(s).

UNIT PRICE SCHEDULE – BASE BID

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	SC-30-1	AIRFIELD PAVEMENT REPAIR	ALLOW	1	\$ 50,000.00	\$ 50,000.00
2	S-100-6.1	PLASTIC SAFETY FENCE	LF	8,360		
3	S-100-6.2	GUARD HOUSE (CONTRACTOR FURNISHED)	EA	3		
4	S-100-6.4	CURING FACILITIES	LS	1		
5	S-100-6.5	CROSSING GATE ARM (CONTRACTOR FURNISHED)	EA	3		
6	S-100-6.6	TRAFFIC CONTROL	LS	1		
7	S-100-6.7	PROJECT SAFETY & SECURITY	LS	1		
8	S-100-6.8	PORTABLE LIGHTED RUNWAY CLOSURE MARKER	EA	2		
9	C-102-5.1	SILT FENCE	LF	21,700		
10	C-102-5.2	CATCH BASIN SEDIMENT TRAP	EA	10		
11	C-102-5.3	FILTER SOCK CHECK DAM	EA	10		
12	C-102-5.4	INLET PROTECTION	EA	12		
13	C-102-5.5	CONSTRUCTION ENTRANCES	EA.	2		
14	C-105-6.1	MOBILIZATION	LS	1		
15	C-105-6.2	DEMOLITION	LS	1	\$675,000.00	\$675,000.00
16	P-101-5.01	DEMOLITION OF EXISTING RCP STORM DRAIN PIPE	LF	1,800		
17	P-101-5.02	DEMOLITION OF EXISTING HEADWALL (ALL SIZES AND TYPES)	EA	1		
18	P-101-5.03	DEMOLITION OF MANHOLE (ALL SIZES)	EA	1		
19	P-101-5.04	DEMOLITION OF INLET (ALL SIZES AND TYPES)	EA	8		
20	P-101-5.05	MISCELLANEOUS DEMOLITION	LS	1		
21	P-101-5.06	DEMOLITION OF EXISTING LIGHT FIXTURE (BASE AND FLUSH MOUNTED)	EA	472		
22	P-101-5.07	REMOVE EXISTING LIGHT FIXTURE AND TRANSFORMER (FLUSH MOUNTED)	EA	49		
23	P-101-5.08	DEMOLITION OF ELECTRICAL HANDHOLE	EA	14		
24	P-101-5.09	DEMOLITION OF DUCT BANK	LF	355		
25	P-101-5.11	REMOVE AND STORE LIGHTED SIGN WITH TRANSFORMER	EA	15		
26	P-152-4.01	UNCLASSIFIED EXCAVATION	CY	15,000		
27	P-152-4.02	UNDERCUT EXCAVATION AND DISPOSAL	CY	1,500		
28	P-152-4.03	UNSUITABLE MATERIAL EXCAVATION AND DISPOSAL	CY	1,500		
29	P-152-4.04	BORROW EXCAVATION	CY	19,000		
30	P-152-4.05	PAVEMENT EXCAVATION, MILL ASPHALT 1.5"	SY	1,010		
31	P-152-4.06	PAVEMENT EXCAVATION, FULL DEPTH GRAVEL ROADWAY	SY	510		

32	P-152-4.07	PAVEMENT EXCAVATION, FULL DEPTH ASPHALT ROADWAY	SY	3,760		
33	P-152-4.08	PAVEMENT EXCAVATION, FULL DEPTH ASPHALT TAXIWAY SHOULDER	SY	31,500		
34	P-152-4.09	PAVEMENT EXCAVATION, FULL DEPTH ASPHALT TAXIWAY	SY	4,000		
35	P-152-4.10	PAVEMENT EXCAVATION, FULL DEPTH AIRFIELD PORTLAND CEMENT CONCRETE PAVEMENT	SY	58,600		
36	P-152-4.11	GRANULAR STONE BACKFILL FOR UNDERCUT AND UNSUITABLE MATERIAL	CY	3,000		
37	P-152-4.12	PAVEMENT EXCAVATION, MILL ASPHALT 1.5" FOR HAUL ROUTE REPAIR	SY	4,200		
38	P-152-4.13	SUBGRADE PROCESSING	SY	62,000		
39	P-152-4.14	STOCKPILED MATERIAL	CY	17,900		
40	P-152-4.15	ALTERNATE BATCH PLANT SITE PREP (SPOIL PILE EXCAVATION AND HAUL OFF)	CY	15,000		
41	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	CY	14,400		
42	P-209-5.2	CRUSHED AGGREGATE BASE COURSE (8" THICK)	SY	3,440		
43	P-220-6.1	CEMENT TREATED SUBGRADE (12" THICK)	SY	64,200		
44	P-304-8.1	CEMENT-TREATED AGGREGATE BASE COURSE (8" THICK)	SY	61,500		
45	P-401-8.1	BITUMINOUS SURFACE COURSE (5" THICK)	SY	3,010		
46	P-401-8.2	BITUMINOUS BASE COURSE (4" THICK)	SY	3,010		
47	P-401-8.3	BITUMINOUS SURFACE COURSE OVERLAY (1.5" THICK)	SY	1,010		
48	P-403-8.1	BITUMINOUS SURFACE COURSE - SHOULDER (2.5" THICK)	SY	34,980		
49	P-403-8.2	BITUMINOUS BASE COURSE - SHOULDER (2.5" THICK)	SY	34,980		
50	P-403-8.3	BITUMINOUS SURFACE COURSE - SERVICE ROAD (2" THICK)	SY	1,406		
51	P-403-8.4	BITUMINOUS SURFACE COURSE OVERLAY - HAUL ROUTE REPAIR (1.5" THICK)	SY	4,200		
52	P-407-7.1	ASPHALT TREATED POROUS BITUMINOUS BASE COURSE (4" THICK)	SY	62,000		
53	P-501-8.1	CONCRETE PAVEMENT (PLAIN AND REINFORCED; 19 INCH THICK)	SY	57,900		
54	P-602-5.1	EMULSIFIED ASPHALT PRIME COAT (@ 0.3 gal/sq yd)	GAL.	9,620		
55	P-603-5.1	EMULSIFIED ASPHALT TACK COAT (@ 0.05 gal/sq yd)	GAL.	1,970		
56	P-620-5.1	PAVEMENT MARKING (REFLECTIVE)	SF	19,750		
57	P-620-5.2	NON-MOVEMENT AREA MARKINGS	LF	90		

58	P-620-5.3	TAXIWAY/TAXIWAY INTERMEDIATE HOLDING PATTERN MARKING	LF	1,470		
59	P-620-5.4	ILS CRITICAL AREA HOLD LINE MARKING	LF	310		
60	P-620-5.5	RUNWAY HOLDING POSITION MARKING	LF	260		
61	P-620-5.6	ENHANCED CENTERLINE MARKING	LF	160		
62	P-620-5.7	GEOGRAPHIC POSITION MARKING	EA	11		
63	P-620-5.8	EXISTING PAINT MARKING REMOVAL	SF	5,500		
64	D-701-5.1	24 INCH REINFORCED CONCRETE PIPE (CLASS V)	LF	303		
65	D-701-5.2	36 INCH REINFORCED CONCRETE PIPE (CLASS V)	LF	1,071		
66	D-701-5.3	48 INCH REINFORCED CONCRETE PIPE (CLASS V)	LF	557		
67	D-701-5.4	18 INCH CORRUGATED METAL PIPE (2-2/3 X 1/2, 16 GAGE)	LF	20		
68	D-701-5.5	12 INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	37		
69	D-701-5.6	PRECAST 4'X3' REINFORCED CONCRETE BOX CULVERT WITH 1 HEADWALL	ALLOW	1	\$400,000.00	\$400,000.00
70	D-705-5.1	4 INCH PERFORATED UNDERDRAIN PIPE	LF	12,420		
71	D-705-5.2	6 INCH PERFORATED UNDERDRAIN PIPE	LF	10,380		
72	D-705-5.3	6 INCH NON- PERFORATED UNDERDRAIN OUTFALL PIPE	LF	2,200		
73	D-705-5.4	UNDERDRAIN CLEANOUT	EA	40		
74	D-705-5.5	UNDERDRAIN ENDWALL	EA	10		
75	D-751-5.1	TYPE 2 STORM DRAIN INLET	EA	7		
76	D-752-5.1	SAFETY ENDWALL FOR 36" RCP	EA	1		
77	D-752-5.2	9' SQUARE MANHOLE	EA	1		
78	D-754-5.1	CONCRETE LINED SWALE	LF	1,200		
79	D-754-5.2	CONCRETE APRON AROUND INLET	SF	1,210		
80	T-904-5.1	SODDING	SY	53,400		
81	T-905-5.1	TOPSOILING- (4 INCHES THICK)	SY	52,600		
82	L-108-5.1	NO. 8 AWG, 5KV, L-824C, TYPE C CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	47,300		
83	L-108-5.2	NO. 6 AWG, SOLID, BAARE COPPER COUNTERPOISE WIRE, INSTALLED WITH GROUND RODS & CONNECTORS	LF	24,300		
84	L-108-5.3	NO. 6 AWG, SOLID, BARE COPPER GROUND, INSTALLED WITH GROUND RODS & CONNECTORS	LF	2,330		

85	L-108-5.4	NO. 8 L-824C 5KV TEMPORARY JUMPER CABLE, INCLUDING COUNTERPOISE WITH GROUND RODS & CONNECTORS, TRENCH & BACKFILL, CONDUIT, SAWKERFS & SEALANT, OR OTHER PROTECTION, INSTALLED & REMOVED	LF	9,000		
86	L-110-5.1	CONCRETE ENCASED ELECTRICAL CONDUIT, 1W-2" SCH. 40 PVC INSTALLED UNDER NEW RIGID PVMT	LF	14,200		
87	L-110-5.2	CONCRETE ENCASED ELECTRICAL CONDUIT, 1W-2" SCH. 40 PVC INSTALLED UNDER NEW FLEXIBLE PVMT	LF	10,200		
88	L-110-5.3	CONCRETE ENCASED ELECTRICAL CONDUIT, 1W-2" SCH. 40 PVC INSTALLED IN SOIL BELOW SUBGRADE OR TURF	LF	1,750		
89	L-110-5.4	DEB DRAIN CONDUIT, 1W-2" SCH. 40 PVC	LF	300		
90	L-110-5.5	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4W-4" SCH. 40 PVC, INSTALLED IN SOIL BELOW SUBGRADE OR TURF	LF	315		
91	L-115-5.1	AIRCRAFT-RATED PULLBOX	EA	12		
92	L-125-5.01	FURNISH L-852C LED BIDIRECTIONAL TAXIWAY CENTERLINE FIXTURE & TRANSFORMER	EA	93		
93	L-125-5.02	FURNISH L-852C LED TAXIWAY CLEARANCE BAR FIXTURE & TRANSFORMER	EA	33		
94	L-125-5.03	FURNISH L-852D LED BIDIRECTIONAL TAXIWAY CENTERLINE FIXTURE & TRANSFORMER	EA	206		
95	L-125-5.04	FURNISH & INSTALL L-852D LED UNIDIRECTIONAL TAXIWAY CENTERLINE FIXTURE & TRANSFORMER	EA	1		
96	L-125-5.05	FURNISH L-852F LED OMNIDIRECTIONAL TAXIWAY CENTERLINE FIXTURE & TRANSFORMER	EA	3		
97	L-125-5.06	FURNISH L-852T LED TAXIWAY EDGE FIXTURE & TRANSFORMER	EA	143		
98	L-125-5.07	INSTALL FIXTURE WITH TRANSFORMER, COMPLETE	EA	479		
99	L-125-5.08	FURNISH & INSTALL L-868B 3/4" BLANK COVER ON EXISTING BASE	EA	2		
100	L-125-5.09-1	FURNISH & INSTALL 2-PIECE L-868B W/BAND RING & MULTIHOLE ADAPTER IN NEW RIGID PVMT. COMPLETE	EA	297		
101	L-125-5.09-2	FURNISH & INSTALL 2-PIECE L-868B W/BAND RING & MULTIHOLE ADAPTER IN NEW FLEXIBLE PVMT. COMPLETE	EA	143		

102	L-125-5.10	FURNISH MATERIALS AND CONSTRUCT LIGHT BASE BLOCKOUT, COMPLETE	EA	20		
103	L-125-5.11	FURNISH L-858 LED SIGN, 1 FACE, 3 MODULE, W/TRANSFORMER	EA	1		
104	L-125-5.12	SIGN BASE, CONSTRUCTED-IN-PLACE, COMPLETE	SF	700		
105	L-125-5.13	INSTALL L-858 LED SIGN ON NEW OR EXISTING BASE, COMPLETE	EA	16		
106	L-126-5.14	EXISTING HANDHOLES PB-1 & PB-2 ARE TO BE ADJUSTED (REPLACE ONLY IF IN DISREPAIR)	EA	2		
107	L-126-5.15	PROVIDE LABOR AND INCIDENTALS REQUIRED TO REMOVE AND REINSTALL EXISTING GUIDANCE SIGN MODULAR FOUNDATIONS	EA	16		
108	L-126-5.16	PROVIDE LABOR AND INCIDENTALS TO RECONSTRUCT GUIDANCE SIGN MODULAR FOUNDATION THAT MAY GET DAMAGED	EA	1		
109	L-126-5.17	PROVIDE NEW FBO SIGN (INCLUDE LABOR AND MATERIALS TO PROVIDE AND INSTALL NEW SIGN).	EA	1		
CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-109) \$ _____						

CONTRACT BASE BID TOTAL (TOTAL OF LINE ITEMS 1-109):

(use words)

(\$ _____)

5. The Owner reserves the right to reject any or all bids in whole or in part and to waive any informalities, technicalities, or omissions therein.

It is intention of the Owner to award a contract based upon the lowest responsive bid on the lump sum base bid. Bidder understands and agrees that, after a review of all the bids, the Owner will select the lump sum base bid that best suits the Owner's needs within the sole discretion of the Owner.

6. Bidder agrees that the Work: will be completed and ready for final payment within the calendar days (as described in Section 01100) after the date when the Contract Time commences to run. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.
7. See Section 00200, INSTRUCTIONS TO BIDDERS, for a complete list of documents that are made a condition of this Bid.

8. Communications concerning this Bid shall be addressed to: _____
(Printed Name)

The address of Bidder indicated above, or

the following address: _____

email address: _____

9. The terms used in this Bid which are defined in General Provision Section 10 of the Specifications included as part of the Contract Documents have the meanings assigned to them in the Division 0 and Division 1 Specifications.

Submitted on _____, 20____.

10. The undersigned Bidder confirms that (1) neither Bidder nor any of Bidder's potential subcontractors or suppliers have pending claims or litigation, arbitration, or other dispute resolution proceedings where the Owner and Bidder or Bidder's potential subcontractors or suppliers are parties; or (2) such claims or proceedings are pending and Bidder is disclosing same through its own writing and/or the writing of Bidder's potential subcontractors or suppliers and submitting same to Owner with this proposal submittal.

If Bidder is:

An Individual

(Individual's Printed Name)

(Individual's Signature)

doing business as: _____

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Partnership

(Firm Name)

By: _____
(Signature of General Partner and Printed Name)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Corporation

(Corporation Name)

By: _____ Title: _____
(Signature of person authorized to sign)

(Printed Name)

(Corporate Seal)

Attest: _____
(Signature of Secretary) (Printed Name)

(State of Incorporation)

Business address: _____

Phone No.: _____ FAX No. _____ E-Mail _____

A Joint Venture

(Joint Venture)

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

By: _____
(Signature of Joint Venturer) (Printed Name)

(Address)

Phone No.: _____ FAX No. _____ E-Mail _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION 00405

DIVISION 1 – SECTION 01210**ALLOWANCES****PART 1 GENERAL****1.01 SUMMARY**

- A. To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.
- B. Unless stated otherwise herein, all allowances are to be paid as Time and Materials Work per GP-150.
- C. Related Work:
 - 1. Documents affecting Work of this Section include, but are not necessarily limited to, Division 0, Division 1 and other Sections of these Specifications.
 - 2. Other provisions concerning Allowances may be stated in other Sections of these Specifications.

1.02 SPECIFIC ALLOWANCES – The following cash allowances are included within this Contract:

- A. **Airfield Pavement Repair** – Due to existing condition of pavement located within the project footprint, the contractor may be required to perform partial or full panel repairs in later phases of the project. The cost of any authorized maintenance work will be paid through the cash allowance provided and must be submitted and approved before work is performed.
- B. **Box Culvert Replacement** – Due to existing condition of box culvert, demolition and replacement may be required. The cost associated with such work will be paid through this allowance.

END OF 01210

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DIVISION 1 – SECTION 01310**PROJECT MANAGEMENT AND COORDINATION****PART 1 PROJECT MANAGEMENT****1.01 DESCRIPTION**

- A. The Contractor will be required to utilize an integrated construction project management software platform for coordination, meeting organization, submittals, payment applications, project records, drawings, specifications, reports, punch-lists, and schedules throughout the duration of the project.
 - 1. Project Management software platform utilized for this project will be Procore.
- B. The project management software will be provided by the Owner. The Contractor will be allowed seat licenses with access to the project management software as needed for the duration of the project.
- C. Any training required in order for the Contractor to become proficient in the utilization of the construction project management software, shall be the responsibility of the Contractor at no additional cost to the Owner.

PART 2 PRECONSTRUCTION CONFERENCE**2.01 SUMMARY**

- A. To help clarify construction contract administration procedures, the Engineer or Owner will schedule a Preconstruction Conference prior to start of the Work, as described in this Section.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Division 0 and Division 1 Specification Sections.

2.02 AGENDA AND MEETING SUMMARIES

- A. To the maximum extent practicable, advise the Engineer or Owner at least 24 hours in advance of the Conference as to items to be added to the agenda.
- B. The Engineer or Owner will compile summaries of the Conference, and will furnish copies of the summaries to the Contractor. The Contractor may make and distribute such other copies as he wishes.

2.03 QUALITY ASSURANCE

- A. For those persons designated by the Contractor, his subcontractors, and suppliers to attend the Pre-Construction Conference, provide required authority to commit the entities they represent to schedules and solutions agreed upon in the Conference.

2.04 PRECONSTRUCTION CONFERENCE

- A. The Conference will be held at a time and date established by the Engineer or Owner. If requested by the Engineer or Owner, additional conferences will be held.
- B. Attendance:

1. Insure attendance by authorized representatives of the Contractor and major Subcontractors.
 2. The Engineer or Owner will advise other interested parties, including the Owner, and request their attendance.
- C. Minimum agenda:
1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, material suppliers, and the Engineer or Owner;
 2. Channels and procedures for communications;
 3. Construction schedule, including sequence of critical work;
 4. Contract Documents, including distribution of required copies of Drawings and revisions;
 5. Processing of Shop Drawings and other data submitted to the Engineer or Owner for review;
 6. Processing of field decisions and Change Orders;
 7. Rules and regulations governing performance of the Work;
 8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters; and
 9. Reports required and schedule for submittal.
 10. Items requiring long lead time and special requirements.

PART 3 PROGRESS MEETINGS

3.01 DESCRIPTION

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer or Owner will conduct project meetings throughout the construction period.
- B. Related work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions, and other Sections of these Specifications.
 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

3.02 SUBMITTALS

- A. Agenda items: To the maximum extent practicable, advise the Engineer or Owner at least 24 hours in advance of project meetings regarding items to be added to the agenda.

B. Summaries:

1. The Engineer or Owner will compile summaries of each project meeting, and will furnish copies to the Contractor and the Owner.
2. Recipients of copies may make and distribute such other copies as they wish.

3.03 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART 4 EXECUTION**4.01 MEETING SCHEDULE**

- A. Project meetings will be held at times as determined by the Engineer or Owner.
- B. Coordinate as necessary to establish a mutually acceptable schedule for meetings.

4.02 MEETING LOCATION

- A. The Engineer or Owner will establish the meeting location.

4.03 PROJECT MEETINGS**A. Attendance:**

1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

1. Review, revise as necessary, and approve summaries of previous meetings.
2. Review progress of the Work since last meeting, including status of outstanding submittals.
3. Identify problems which may impede planned progress.
4. Develop corrective measures and procedures to reestablish planned schedule.
5. Discuss other current business.

C. Revisions to summaries:

1. Unless published summaries are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons challenging published summaries shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of summaries.

3. Challenge to summaries shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION 01310

DIVISION 1- SECTION 01320**SCHEDULES AND REPORTS****PART 1 GENERAL****1.01 SUMMARY**

- A. The work under this Contract shall be planned, scheduled and reported using computerized precedence diagram format of the Critical Path Method in calendar days, unless otherwise specifically provided in the Contract Documents. The Detailed Construction Schedule shall be developed by using the latest revision of Microsoft Project, or approved equal computer software.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, other Sections of these Specifications.
 - 2. Other provisions concerning Schedules and Reports are stated to Specification Sections:
 - 01100 – Summary of Work, Sequence of Construction & Liquidated Damages
 - General Provision Section 60 - Control of Materials
 - General Provision Section 90 - Measurement and Payment

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION**3.01 GENERAL REQUIREMENTS**

- A. The Detailed Construction Schedule shall be developed by using the latest revision of Microsoft Project, or approved equal computer software that is compatible with Owner's scheduling software.
- B. The primary objectives of the requirements of this section are:
 - 1. to insure adequate planning and execution of the Work by Contractor;
 - 2. to assist Owner and Engineer in evaluating the progress of the Work;
 - 3. to provide a mechanism or tool for use by the Owner, Engineer and Contractor in determining and monitoring any actions of the Contractor which may be required in order to comply with the requirements of the Contract relating to the timely completion of the various portions of the Work
- C. The Detailed Construction Schedule, defined in Paragraph 3.04, shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract. The Contractor will not:
 - 1. Misrepresent to the Owner its planning, scheduling, and coordination of the work;
 - 2. Utilize schedules different from those provided to the Owner and Engineer for the direction, execution and coordination of the work;
 - 3. Utilize schedules which are not feasible or realistic; or

4. Prepare schedules, updates, revisions or reports which do not accurately reflect the Contractor's actual intent or the Contractor's reasonable and actual expectations as to: the sequences of activities, labor availability, productivity, or efficiency; expected or reasonably foreseeable inclement weather conditions; the percentage complete of any activity or path of activities; completion of any item of work or activity; projected dates of completion; delays, slippage, or problems encountered or expected and Subcontractor requests for time extensions,
- D. Once approved by the Engineer or Owner, the Detailed Construction Schedule will become the Schedule of Record for coordinating the work, scheduling the work, monitoring the work, issuing progress payments, evaluating time extension requests, and all other objectives listed in Paragraph 3.01.B. The Contractor is required to employ whatever means he deems necessary to implement the Detailed Construction Schedule and to comply with the requirements of this Section. Updates shall be provided to the Engineer or Owner at each construction progress meeting or as requested by the Engineer or Owner. Updates shall be both electronic media and hard copy.
- E. Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. Each construction schedule shall represent the Contractor's best judgment of how he will prosecute the Work in compliance with the Contract.
- F. Contractor shall consult with his Subcontractors and Suppliers (if any) relating to the preparation of each construction schedule. Subcontractors shall receive copies of each construction schedule and shall be continually advised of any updates or revisions to each construction schedule as the Work progresses.
- G. When there are separate contractors working concurrently on Airport whose work must interface or be coordinated with the Work of Contractor, Contractor shall coordinate his activities with the activities of the separate contractors and shall, prior to the submission of any construction schedule to the Engineer or Owner, obtain written approval of his construction schedule by the separate contractors.
- H. To carry out the intent of this Section, the Contractor agrees that the reasonable exercise of any rights under this Section by the Engineer or Owner shall not be grounds for any claim by Contractor or any of his Suppliers, Subcontractors or Sub-subcontractors of alleged interference, lack of cooperation, delay, disruption, negligence or hindrance by Owner or Engineer, and Contractor covenants not to sue therefor.
- I. It is understood and agreed that the Detailed Construction Schedule, defined in Paragraph 3.04, is to represent Contractor's best plan and commitment for the Work; however, Contractor acknowledges that the Detailed Construction Schedule may have to be revised from time-to-time as progress proceeds. Contractor further acknowledges and agrees that the Owner and Engineer do not guarantee that:
 1. Any changes, modifications or adjustments to any schedule by Contractor can only be made by the written approval of the Engineer or Owner.
- J. It is understood and agreed that should the Engineer or Owner provide the Contractor, at Contractor's request, with any advice relating to the scheduling or coordination of the Work or any other matter that:
 1. Owner and Engineer shall not be liable to Contractor for any errors, omissions, negligence or deficiencies which may in any way occur because of same;
 2. Such advice is provided solely as aids in the development by Contractor of a

representation of Contractor's actual construction plan and schedule in accordance with the requirements of the Contract Documents, and Owner and Engineer shall not be liable to Contractor should Contractor rely on such advice or counsel to his detriment;

3. Such advice shall not relieve Contractor of any responsibility under Paragraph 3.01.E hereof for all construction means, methods techniques, sequences and procedures and for planning, scheduling and coordinating all portions of the Work; and
 4. Any advice provided by the Engineer or Owner or the lack or alleged untimeliness thereof will not in any way take the place of or relieve the Contractor of full responsibility for compliance with all requirements of the Contract, including, but not limited to the obligations to complete the Work within the Contract.
- K. Approval or acceptance by the Owner or Engineer of any Contractor's construction schedule, or any revisions or updates thereto, shall not relieve the Contractor of the responsibility for accomplishing the Work by the Project Substantial Completion date.
- L. Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by him so that the progress of construction shall be maintained according to the currently approved construction schedule for the Work. Contractor shall notify the Owner or Engineer in writing, and in a timely and reasonable manner, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor will be later than the delivery date indicated by the currently approved construction schedule, or the current update thereof as herein provided.

3.02 NOT USED

3.03 DETAILED CONSTRUCTION SCHEDULE DRAFT

- A. No later than two (2) weeks after the Notice to Proceed, the Contractor shall complete a draft of the Detailed Construction Schedule in accordance with the requirements of this Paragraph 3.03.
- B. Except for procurement activities, Contractor shall differentiate activities of the Detailed Construction Schedule Draft so that no single activity shown has a duration longer than twenty-eight (28) calendar days, unless the Engineer, in its sole discretion, shall approve a longer duration for certain specific activities.
- C. The Detailed Construction Schedule Draft shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with Contract Times listed elsewhere in the Contract. The Detailed Construction Schedule Draft shall take into account all foreseeable activities to be accomplished by any separate contractors, and interface dates with utility owners, the Owner's operations and others. The Detailed Construction Schedule Draft shall anticipate all necessary manpower and resources to accomplish the activities within the durations set forth therein.
- D. The Detailed Construction Schedule Draft shall consist of a time-scaled, detailed network graphic representation of all activities, which are part of the Contractor's construction plan. The Detailed Construction Schedule Draft submission shall include, but not be limited to, the following information:
 1. Project name;
 2. Activities of completed Work ready for use by next trade, Owner, etc.;
 3. Activities relating to different areas of responsibility, such as subcontracted Work, which is distinctly separate from that being done by the Contractor directly;
 4. Activities relating to different categories of Work as distinguished by craft or crew requirements;
 5. Activities relating to different categories of Work as distinguished by equipment requirements;
 6. Activities relating to different categories of Work as distinguished by materials;

7. activities relating to distinct and identifiable subdivisions of Work;
8. Activities relating to locations of Work within the Project that necessitates different times or crews to perform;
9. Activities relating to outage schedules for existing utility services that will be interrupted during the performance of the Work;
10. Activities relating to acquisition and installation of equipment, materials and supplies installed by the Owner and/or separate contractors;
11. Activities relating to material to be stored on site;
12. Contract Times consistent with those required in the contract;
13. A legible time scaled network diagram;
14. Activity durations not exceeding twenty-eight (28) calendar days for all activities for which the Contractor will perform actual field work. Material procurement, submittals, concrete curing and other similar activities may exceed twenty-eight (28) calendar days for this draft submission only.

3.04 DETAILED CONSTRUCTION SCHEDULE

A. Contractor shall submit a Detailed Construction Schedule every two weeks, which has been completed to the satisfaction of the Owner or Engineer.

B.

B. The Detailed Construction Schedule shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with Contract. The Detailed Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors, and interface dates with utility owners, the Owner's operations and others. The Detailed Construction Schedule shall anticipate all necessary manpower and resources to accomplish the activities within the durations set forth therein.

C. Contractor shall submit, as a part of the data submitted to the Engineer, a narrative report indicating anticipated allocation by Contractor of the following resources and work shifts for each activity which he proposes to be utilized on the Project:

1. Labor resources;
2. Equipment resources; and
3. Whether the proposed work will be performed on single, double or triple shifts, and whether the work performance will be done on a 5-, 6- or 7-day workweek basis.
4. Production rates.

This narrative report is for the use of the Engineer in determining the reasonableness of the Detailed Construction Schedule. The actual Detailed Construction Schedule is not required to be loaded with labor and equipment resources.

D. Engineer shall have the right to require the Contractor to modify any portion of the Contractor's Detailed Construction Schedule, or Recovery Schedule, as herein required, with Contractor bearing the costs and Impact Expense thereof, which the Engineer reasonably determines to be:

1. Impracticable;
2. Based upon erroneous calculations or estimates;
3. Unreasonable;
4. Not in compliance with other provisions of the Contract;
5. Required in order to ensure proper coordination by Contractor of the Work of his Subcontractors and with the work or services being provided by any separate contractors;
6. Necessary to avoid undue interference with the Owner's operations or those of any utility owners or adjoining property owners;
7. Necessary to ensure completion of the Work by the Contract Times set forth in the

Contract;

8. Required in order for Contractor to comply with the requirements of Paragraph 3.05 or any other requirements of the Contract;

9. Not in accordance with the Contractor's actual operations.

Modifications as given above must be completed, accurate and returned to the Engineer within 14 days of notification. If the Contractor does not make the required changes within the allotted time, the Engineer may elect to hold and not process the Contractors monthly pay application.

E. The Owner/Engineer reserves the right to require the Contractor to furnish such manpower, materials facilities and equipment and shall work such hours, including additional shifts and overtime operations as may be necessary, to insure completion of the Work or specified portions thereof within the specific dates as set forth in the Contract Documents. If it becomes apparent to the Owner or Engineer that the work, or any required portion thereof, will not be completed by any such dates, the Contractor shall undertake the following actions, at no additional cost to the Owner, and comply with the requirements as set forth in Section 01320, 3.07 and 3.08, in order to ensure that it complies with all completion requirements:

1. Increase the quantity of manpower, materials, trades, crafts, and equipment and facilities on the site;

2. Increase the number of working hours per shift, shifts per working day, or any combination of the foregoing; and

3. Reschedule activities to achieve maximum activity accomplishment.

3.05 DETAILED CONSTRUCTION SCHEDULE CONTENT

A. The Detailed Construction Schedule shall consist of a time-scaled graphic representation of all activities, which are part of the Contractor's construction plan and an accompanying listing of each activity's dependencies and interrelationships.

B. The Contractor shall anticipate and account for, as a minimum, the potential loss of the number of **calendar** days listed below for each calendar month due to weather and shall schedule the work accordingly.

January	12	July	6
February	10	August	6
March	9	September	4
April	6	October	5
May	8	November	6
June	5	December	10

The preceding days were derived from historical data provided by the National Climatic Data Center regarding rainfall at Memphis International Airport. They represent a number less than the actual number of days of measurable rainfall that can be expected to occur during a twenty-four (24) hour period for the months indicated. **The Contractor shall make his own determination as to the likely impact of weather on his operation and shall include as part of the Detailed Construction Schedule submission an accounting of how the impact of anticipated weather was determined and accounted for in the schedule.** These values listed above are the minimum number of weather related days the Contractor shall consider in developing his Detailed Construction Schedule. It is further understood that said calendar day period shall be derived through assuming that work will take place on a calendar day basis.

The Owner or Engineer will continually monitor the effects of weather and when found justified, grant time extensions, if required, at the end of the Contract. In the event less weather days are actually encountered than provided for in this section, those days will accrue to subsequent months of the phase or contract and be balanced against actual weather. In accordance with the Contract Documents weather days occurring during the extension beyond the original completion date will be compensated day for day, if justified. No weather days will be granted beyond the final Contract completion date as computed herein.

- C. All activity durations shall be given in calendar days.
- D. Contractor shall plan his operations and schedule the work to ensure that the critical path runs through on-site construction activities and that off-site procurement activities do not control the critical path of the Detailed Construction Schedule, unless approved in writing by the Owner or Engineer.

3.06 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

- A. The Detailed Construction Schedule will be reviewed and updated as needed during each project progress meeting.

3.07 RECOVERY SCHEDULE

- A. Should the updated Detailed Construction Schedule, at any time during Contractor's performance, show, in the sole opinion of the Owner or Engineer, that the Contractor is seven (7) or more days behind schedule for any location or category of work, or should Contractor be required to undertake actions under Paragraph 3.04.D hereof, the Contractor shall immediately prepare a Recovery Schedule explaining and displaying how Contractor intends to reschedule his Work in order to regain compliance with the Approved Detailed Construction Schedule during the immediate subsequent pay period.

3.08 SCHEDULE REVISIONS

- A. Should Contractor desire to or be otherwise required under the Contract to make modifications or changes in his method of operation, his sequence of Work or the durations of the activities in his Construction Schedule, he shall do so in accordance with Paragraph 3.04 of this specification. The approved Detailed Construction Schedule may only be revised by the written approval of the Owner or Engineer as provided herein.

END OF SECTION 01320

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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	<p>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.</p> <p>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.</p>
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

Paragraph Number	Term	Definition
		completion is stated in the proposal, in lieu of a number of 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

Paragraph Number	Term	Definition
		Resident Project Representative (RPR) to be necessary to 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	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>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.</p> <p>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.</p>
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

Paragraph Number	Term	Definition
		20% of the total amount of the award contract. All other items shall be considered minor contract items.
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 Memphis-Shelby County Airport Authority .
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.'

Paragraph Number	Term	Definition
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
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) / Program Manager	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. RPR and Program Manager are used interchangeably.
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

Paragraph Number	Term	Definition
		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 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 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.

Paragraph Number	Term	Definition
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.
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	See Section 150 General Provisions Addendum for additional terms.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See specification section 00100, Legal Notice to Bidders.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

See sections C-105, 00405, and 01100 for information on Mobilization.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful

calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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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 ninety (90) 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 fifteen (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

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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 RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the 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, 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. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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 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 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 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 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 RPR's approval in advance of such use.

Should the 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 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

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The 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 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 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 RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The 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 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 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 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 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 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 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 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. NOT APPLICABLE

50-05 Cooperation of Contractor. The Contractor shall be supplied with one (1) hard copy 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 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 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 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 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 RPR for each area of construction and for each placement of material as specified to allow the 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 RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided.

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.

See Section 01321 for additional surveying requirements.

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 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 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 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 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 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 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 RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the 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 RPR made under the provisions of this subsection, the 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 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 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 RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the 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 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 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 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 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 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 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 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 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

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 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 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 RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the 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 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 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 RPR.

A copy of all Contractor QC test data shall be provided to the 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 RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The 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 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 RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The 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 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 RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The 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 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. NOT REQUIRED

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 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 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 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 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 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

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: NONE

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 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 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 RPR. If the 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 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 sheets G-PH-01 to G-PH-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/RPR has 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.

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 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 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 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 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 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 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.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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 RPR. The 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. See Article 19 of Section 00500 Construction Contract.

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 Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least twenty-five (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 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 ten (10) days of the NTP date. The Contractor shall notify the RPR at least 24 hours (24) 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 RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The 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 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 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 project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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 RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the 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: N/A

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 RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the 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 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 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 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 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 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 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 RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating

the amount shown on the claim. The 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:

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
Substantial Completion	\$3,000 per calendar day	475 calendar days
Phase 1A	\$5,000 per calendar day	60 calendar days
Phase 2B	\$5,000 per calendar day	60 calendar days
All Other Phases	\$2,000 per calendar day	See Phasing Plans

Schedule	Liquidated Damages Cost	Allowed Construction Time
Final Completion & Demobilization Phase	\$1,000 per calendar day	60 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 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 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 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 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 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 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 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 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 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 RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
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 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	<p>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.</p> <p>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 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</p>

Term	Description
	<p>scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>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%.</p> <p>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.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>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.</p> <p>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.</p>
Rental Equipment	<p>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>.</p>
Pay Quantities	<p>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 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.</p>

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 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 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 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 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 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 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.

- a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.
- b. 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. 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.
- c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the 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.

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 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 RPR at or on an approved site.
- b. The Contractor has furnished the 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 RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the 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 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 RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the 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 RPR's final estimate, and after the 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. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

See technical specifications for additional equipment with extended warranties.

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 fourteen 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 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.

See Section 01770 for additional closeout procedures.

END OF SECTION 90

ITEM S-100**SPECIAL TECHNICAL PROVISIONS – SAFETY & SECURITY****DESCRIPTION**

100-1.1 Description. This shall consist of furnishing all labor, materials, equipment, and miscellaneous items, the performance of any work, project operations, or document preparation to comply with the safety and security requirements of the project and airport. The Contractor shall familiarize themselves, all employees and all subcontractors accessing the project work site with the safety and security requirements contained herein and throughout the project documents in order to ensure safety and security throughout the process of construction. The Construction Safety and Phasing Plan (CSPP) is specifically made a part of this Contract. Any deviation from the requirements established within this specification or the CSPP will be sufficient cause for Contract termination. Reference the project Construction Safety and Phasing Plan (CSPP) for details.

100-1.2 Safety Plan Compliance Document. At the time of the project award, prior to the issuance of the Notice to Proceed (NTP), the Contractor shall develop and submit a Safety Plan Compliance Document (SPCD).

This document shall outline the Contractor's work processes and methods utilized to meet the safety and security requirements outlined in the CSPP. The SPCD shall detail, but not be limited to, how the Contractor plans to maintain safety and security of both the Contractor's operations and the integrity of airport landside and airside operations during the prosecution of the contract work. The SPCD shall also detail the procedures to be followed in the event of an emergency or accident.

The SPCD must include a certified statement by the Contractor indicating its understanding of operations, safety, and security requirements outlined in the project plan set and CSPP. The statement shall assert that the Contractor understands these requirements and will not deviate from the approved CSPP and SPCD without prior written approval from the Airport.

The submitted SPCD shall be subject to the approval of the Owner and Project Manager and shall reflect any change as may be deemed necessary prior to approval and acceptance. The development of the required SPCD shall be considered incidental to S-100-6.9 *Project Safety & Security*

100-1.3 Contractor Representation. The Contractor shall appoint an on-site representative to serve as the Safety and Security Manager to ensure required safety and security protocols are followed and enforced for the duration of the contract. The Safety and Security Manager shall ensure that all personnel accessing the project site are familiar with the safety and security procedures as well as the regulations for operating at the airport.

The appointed individual(s) shall have the authority to represent the Contractor on safety and security compliance issues and authorized to make field decisions on the Contractor's behalf. The appointed individuals shall be especially knowledgeable regarding the requirements for operating in an active airfield environment at the airport and with the CSPP and SPCD. The appointed individual(s) shall be available 24-hours a day in the event of a project related construction safety or security emergency and for maintaining construction hazard lighting and barricades. The individual(s) shall be able and capable of responding within a reasonable amount of time from initial contact. These representatives shall be listed and position formalized in the SPCD.

CONTRACTOR ACCESS

100-2.1 Special Access Requirements. For any construction activity inside the security fence shown on

the plans, special access requirements and procedures apply as detailed in the Special Conditions, SC-240 Airport Security Requirements. When a portion of the security fence must be removed to gain access or to perform the work, the Contractor must be able to continuously control the movement of personnel into the Restricted Area, maintain Airfield Operations Area (AOA) fence line integrity at all times, and shall restore the security fence to a condition approved by the Owner before leaving the site.

The Contractor's access to the project site shall be as shown in the project plan set. No other points of access shall be allowed without prior approval from the Owner and Project Manager. Vehicle and pedestrian access routes and entry points onto the airfield must be controlled at all times to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA or deviation from the approved haul routes. The Airport will coordinate requirements for vehicle operations with the affected airport tenants, Contractor and the FAA air traffic manager. The Contractor shall maintain a list of Contractor and Subcontractor employees and vehicles authorized to access and operate on the project site.

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work areas, the designated contractor staging and equipment storage areas, the soil disposal areas, and any pavement areas under construction. Use of alternate haul routes or staging areas by the contractor shall not be permitted without prior notification and approval by the Owner and the Program Manager.

100-2.2 Vehicle Operation. No privately-owned vehicles shall be allowed onto the AOA. Contractors shall park privately owned vehicles in the designated Contractor staging or parking areas.

The Contractor is required to sign and mark all equipment in conformance with FAA Advisory Circular 150/5210-5D, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. At a minimum, the company logo or name as well as beacons or orange and white checkerboard flags are required on all contractor vehicles accessing the Airport AOA. Beacons are mandatory for each vehicle operating on the airfield during night-time hours. Checkerboard flags will not be permitted as a substitute for beacons on vehicles operating at night.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares and shall be replaced by the contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Program Manager.

100-2.3 Vehicle & Pedestrian Access. The Contractor's access to the site shall be as indicated in the project plan set. No other points of access to the site or AOA shall be allowed without prior approval from the Program Manager. Vehicle and Pedestrian access routes and entry points onto the airfield must be controlled at all time to prevent inadvertent or unauthorized entry of people, vehicles, or animals onto the AOA or deviation from approved haul routes by the Contractor, their subconsultants, or material delivery drivers. The Program Manager and Airport shall coordinate vehicle operations with affected airport tenants, contractors, the FAA air traffic manager, and airport staff. The Contractor shall maintain a list of personnel accessing the secure areas of the airfield through their controlled access points and all personnel operating on the project site.

100-2.4 Material Deliveries. All material suppliers, subcontractors and visitors to the work site are obligated to follow the same safety and security operating procedures as the Contractor. All material suppliers shall make their deliveries using the same access points and routes as the Contractor and shall be advised of the appropriate delivery procedures at the time the materials order is placed. The Contractor shall not use the Airport address for any delivery but shall use the street address appropriate to the location of the entrance of the work site.

100-2.5 Plastic Safety Fence. A plastic fence, as detailed in the drawings, shall be furnished at the

locations as indicated in the drawings and/or as directed by the Program Manager. Fence shall be fabricated of high-density polyethylene (HDPE) in a diamond link pattern, 4 feet tall, and OSHA orange in color. Fence shall have metal T-post except when within the glide slope and localizer critical areas where it shall have wood posts. All plastic fence, including posts, shall be removed from the project site at the project completion.

100-2.6 Guard House. The Contractor will be required to submit on, obtain approval on, provide and move or locate the guardhouse to those locations shown on the plans or as directed by the Program Manager for each temporary AOA fence line penetration. The Contractor will be responsible for bringing the guard house up to the standards specified in Specification SC-240, if needed and directed by the Program Manager. The Contractor shall maintain the guard house for the duration of the Contract, including repair of air conditioning, heating, lighting, removal of garbage, and cutting of grass around the guard house. The Contractor shall provide a portable toilet facility for the exclusive use of the gate guard. See SC-240 for additional requirements. Upon completion of work thus eliminating the need of Guard House(s), the Contractor shall remove Guard Houses from the site.

100-2.7 Crossing Gate Arm. Crossing gate arms shall be furnished by the Contractor and approved by the Program Manager prior to use. The gate arms will be used at the guard houses that will be stationed at each active taxiway crossing and at the AOA fence line. Two arms per one taxiway crossing are required. (One arm on each side of the taxiway crossing). Gate arms shall be Delta Scientific Corporation MG139, or approved equal. All gate crossing arms (contractor furnished) shall be removed from the project site at the project completion.

100-2.8 Traffic Control. All temporary modifications to public access roads or airport service roads and the signage associated with the construction haul road as shown in the plans including but not limited to removal and replacement of curb and gutter, installation of temporary pavement and base, removal of temporary pavement and base and restoration of median to its original or proposed new configuration upon project completion. Traffic control shall include but not be limited to the following devices shown in the plans: temporary signage, removal of pavement markings, temporary pavement markings, final pavement markings, drums with type 'C' warning lights, or other materials as indicated on the plans and/or as directed by the Program Manager to ensure safe exit and entry to the site. All traffic control devices and their installation shall meet the standard prescribed in the State of Tennessee Manual on Uniform Traffic Control Devices and shall comply with the most recent version of the State of Tennessee Standard Specifications for Road and Bridge Construction Section 712 Temporary Traffic Control.

CONSTRUCTION SEQUENCING AND COORDINATION

100-3.1 Construction Coordination. Pre-Construction conferences and Pre-work meetings shall be used to introduce airport operational safety and security elements specific to the project and individual work items throughout the duration of construction operations. In addition, construction progress meetings, scope and/or schedule changes, and meetings with the FAA Air Traffic Organization (ATO) will be coordinated as required through the performance of the contract.

Contact information for key construction, Airport, Project Manager and Engineer personnel will be distributed prior to the start of construction. Daily notifications/communications of construction issues and progress will be held as necessary between the Airport staff, the Program Manager, the Engineer, and Contractor. The Airport will brief the FAA and tenants as needed. Communication between the airport staff and tenants and the construction personnel shall be primarily through the Program Manager. If the airport staff and tenants are not able to contact the Program Manager, they may contact the designated Contractor Safety & Security Representative that will be on call 24-hours a day.

100-3.2 Construction Sequencing. The Contractor shall prepare a construction schedule and submit to the Program Manager, no later than 15 days after the date of execution of the Contract. The schedule shall be a fully detailed critical path method (CPM) schedule. Reference the project Special Conditions.

102-4.3 Closing Surfaces. The Contractor shall acquaint his supervisors and employees with the sequence of construction and its relationship to airport activity and aircraft operations that are inherent to the Airport

and project work area(s). No runway, taxiway, apron or airport roadway shall be closed without approval of the Owner and/or Program Manager, to enable necessary NOTAMS and/or advisories to airport fixed based operators (FBOs), tenants and users. The Contractor shall contact the Program Manager a minimum of ten (10) days prior to any requested closure.

Any construction activity within 250-feet of the centerline of an active runway or within 93-feet of the centerline of an active taxiway or apron requires the closure of the affected area. These safety areas are shown on the phasing plan.

The Program Manager will arrange for an inspection prior to the return to service of any facility that has been closed for work, on or adjacent thereto, or that has been used for a crossing point or haul route by the Contractor.

The Contractor will be required to coordinate stockpile locations and heights with the Program Manager for the project site and all staging/storage areas. FAA restrictions affects the allowable height for equipment or stockpiles.

100-4.4 Low Profile Barricades (Type 1). Low Profile Barricade Type I - 10" x 10" x 96" low profile type I barricades as detailed in the drawings shall be furnished by the Contractor. The Contractor shall furnish red flashing and red steady burn lights meeting FAA standards for installation on Contractor Furnished low profile barricades. The lights as installed in the field will longitudinally alternate between steady burn and flashing and shall be maintained for the project duration. The lights will become the property of the Contractor upon completion of the project and shall be removed off of airport property. Multiple installations and removals will be required of the Contractor; however, the Contractor will be paid for only the initial installation. All low-profile barricades will become the property of the Contractor upon completion of the project and shall be removed off of airport property.

100-4.5 Reflective Cone. Reflective cones with red flashing lights that meet FAA standards, as detailed in the drawings, shall be furnished to the jobsite and maintained for project duration. Multiple installations and removals will be required of the Contractor; however, the Contractor will be paid for only the initial installation. The cones with lights will become the property of the Contractor upon completion of the project and shall be removed off of airport property.

100-4.6 Portable Concrete Barrier Rail (Type III). Concrete jersey barricade Type III shall be as detailed in the drawings and shall be furnished by the Contractor. The Contractor shall furnish red flashing and red steady burn lights meeting FAA standards. The lights as installed in the field will longitudinally alternate between steady burn and flashing and shall be maintained for the project duration. Lights shall be placed a maximum of 25' apart and at all corners. Concrete barriers shall be spaced a maximum of 3 feet apart unless otherwise directed by the Program Manager. Multiple installations and removals will be required of the Contractor; however, the Contractor will be paid for only the initial installation. All concrete barricades and lights will become the property of the Contractor upon completion of the project and shall be removed off of airport property.

100-4.7 PORTABLE LIGHTED RUNWAY CLOSURE MARKER. The portable lighted runway closure marker shall meet or exceed FAA Technical Report DOT/FAA/CT-TN87/3 with the following requirements:

- a) Minimum Visibility Range During Daytime VFR Use: 3 miles
- b) Minimum Visibility Range During Nighttime VFR Use: 6 miles

Acceptable manufacturers include (others may be submitted for approved as "an equal"):

Sherwin Industries	-Ph. 800-525-8876
Sweepster	-Ph. 800-291-5313
Batts, Inc.	-Advance, IN
Neubert Aero Corp.	-Tampa, FL

At the conclusion of the project, the Contractor shall deliver all Portable Lighted Runway Closure Markers to the Owner in a clean and like-new condition.

FACILITIES

100-4.7 Field Office Trailer. Not required.

100-4.8 Curing Facilities. The Contractor shall provide initial curing facilities for P-501 beams in accordance with paragraph 501-5.1a.(3) and ASTM C 31. In addition, the initial curing facilities shall be a climate-controlled ground level (roll-off) trailer with sufficient space to hold a minimum of 8 storage tanks. The Contractor shall supply storage tanks deep enough to submerge beams in a vertical orientation. The specific construction of the curing tanks shall follow specifications given in ASTM C 511. The facility shall have tables that run the length of the trailer approximately 36 to 44 inches high to support the beams off the floor. The initial curing facility and tables shall be constructed so that they can carry the live load from the concrete test beams. (Each beam will weigh approximately 70 pounds) The initial curing facilities shall also have a minimum of 2-110 volt outlets and sufficient lighting to do the necessary paperwork.

The facilities shall be in place and operational at least 60 days prior to placement of P-501 pavement. The maintenance of the facilities will be the responsibility of the Contractor, which will include but will not be limited to climate control, electricity, water, lighting, and water leaks. The Contractor shall be responsible for supplying necessary water and electricity to the facilities. The Contractor shall maintain ownership of the equipment and facilities upon completion of the project. The facilities shall remain in place and operational at least 28 days after the last P-501 pavement has been placed. The specified facilities will be for the sole use of the MSCAA Quality Assurance (QA) testing firm and the Project Manager.

METHOD OF MEASUREMENT

100-5.1 Plastic Safety Fence. Plastic safety fence, including plastic tension wire, as detailed in the drawings, with metal T-posts or with wood posts, shall be furnished and installed at the locations indicated in the plans and/or as directed by the Program Manager, moved as necessary, and removed by Contractor, shall be measured for payment per linear foot.

100-5.2 Guard House. Guard houses, furnished by, installed, and maintained by the Contractor, shall be measured per each based on the initial installation of guard houses. Subsequent relocations of the guard house shall not be measured for payment.

100-5.3 Low Profile Barricade (Type I). Safety barricades furnished by, installed, and maintained by Contractor shall be measured for payment per each based on the initial installation of low profile barricades. Subsequent relocation of the barricades shall not be measured for payment. The Contractor furnished lights shall be considered incidental to the low-profile barricades.

100-5.4 Curing Facilities. This item shall be measured as lump sum for providing curing facilities in accordance with this specification.

100-5.5 Crossing Gate Arm. Crossing gate arms furnished by, installed, and maintained by Contractor shall be measured per each.

100-5.6 Traffic Control. Traffic Control shall be measured per lump sum.

100-5.7 Project Safety & Security. Safety and Security shall be measured as a lump sum item for all required equipment, installation or use of that equipment, and all operations, maintenance or incidentals required to properly maintain phased site safety and airfield security (including sweeper trucks, vacuum trucks, and flagman), unless otherwise indicated as a separate pay item under this specification. Safety and Security shall be furnished for the life of the Contract.

100-5.8 Portable Lighted Runway Closure Maker. Portable Lighted Runway Closure Maker furnished by, installed, maintained, fueled, and serviced by Contractor shall be measured per each unit as accepted by the Program Manager. The Maker shall become the property of the Owner upon completion of the Project.

BASIS OF PAYMENT

100-6.1 Plastic Safety Fence. Plastic safety fence shall be furnished at the locations indicated in the

drawings and/or as directed by the Program Manager. Maintenance shall be incidental and may include replacement of posts, replacement of fabric and/or reattachment of fabric to posts. All costs for safety fence, including installation, final demolition, and relocation, if required, is to be included in the unit price. The price shall be full compensation for transporting, furnishing materials, and maintenance, for all preparation, assembly, and installation, and for all labor, equipment, tools, and incidentals necessary to complete this item to the provisions and intent of the plans and specifications.

100-6.2 Guard House. Contractor furnished guard houses shall be installed on the project site and maintained for the duration of the project. The unit price includes relocating to the site, installation, and relocation throughout the duration (up to but not including the completion) of the project, final removal from the project site, portable toilet, maintenance, cleaning, lights, air conditioning and heat, chair, trash collection, utility hookups and all necessary appurtenances resulting in a useable guard house in accordance with section SC-240 of the project specifications, all utility connection fees, and monthly billings.

Payment will be made only once for each guard house used on the project, regardless if the guard house is moved. Guard house personnel shall be furnished by MSCAA. These prices shall be full compensation for transporting, furnishing materials, and maintenance, for all preparation, assembly, and installation, and for all labor, equipment, tools, and incidentals necessary to complete this item to the provision and intent of the plans and specifications.

100-6.3 Low Profile Safety Barricade (Type I). Low Profile Safety Barricades (Type I) shall be furnished at the locations indicated in the drawings and/or as directed by the Program Manager and shall include providing solar powered lights. The Contractor is also responsible for maintenance for the duration of the project, and removal at phase or project completion. Barricade removal and relocation from one location to another location will not be measured for payment. Upon project completion, the Contractor will remove barricades from the project site.

100-6.4 Curing Facilities. The price shall be full compensation for furnishing the Curing Facilities. Payment shall be made at the contract lump sum price for completing this item to the satisfaction of the Program Manager as specified in this specification.

100-6.5 Crossing Gate Arm. Contractor furnished crossing gate arm shall be installed and maintained for the duration of the phase and/or project as required for each AOA fence line penetration and for all active taxiway crossings. The unit price shall include furnishing, installing, maintaining, and relocating throughout the duration of the project. All contractor furnished crossing gate arms shall be removed from the project site upon project completion.

Payment will be made only once for each crossing gate arm used on the project, regardless if the crossing gate arm is moved. The price shall be full compensation for transporting, furnishing materials, and maintenance, for all preparation, assembly, and installation, and for all labor, equipment, tools, and incidentals necessary to complete this item to the provision and intent of the plans and specifications.

100-6.6 Traffic Control. Traffic control shall be in accordance with the plans and/or as directed by the Program Manager and paid for at the contract unit price per lump sum installed. Maintenance shall be incidental. All costs for traffic control, including City of Memphis Street Cut Permit, final removal of traffic control items and equipment at completion, restoration of the roadway to its original configuration, is to be included in the cost of this item and will not be measured and paid for separately. The prices shall be full compensation for transporting, furnishing materials, and maintenance, for all preparation, assembly, and installation, and for all labor, equipment, tools, and incidentals necessary to complete this item to the provisions and intent of the plans and specifications.

100-6.7 Project Safety & Security. Payment shall be made for airport safety and security measures for personnel or materials related to this specification item and incidentally required to satisfy the specified objective(s) under item S-100-5.7, Project Safety & Security. This shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to satisfactorily complete the item.

PARTIAL PAYMENTS. Partial payments will be made in accordance with the following:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract amount in dollars is earned, an additional 25%.
- c. When 50% or more of the original contract amount in dollars is earned, an additional 40%.

After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by General Provision, Section 90-11, the final 10%

100-6.8 Portable Lighted Runway Closure Maker. Payment shall be made per each Portable Lighted Runway Closure Maker furnished by, installed, maintained, fueled, and serviced by Contractor for the duration of the phase of construction that closed the affected runway. Price shall be full compensation for all equipment, materials, fuel and lubricants, tools and incidental necessary to furnish, install and maintain the item for the required time duration. The Maker shall become the property of the Owner upon completion of the Project.

Payment will be made under:

Item S-100-6.1	Plastic safety fence – per Linear Foot
Item S-100-6.2	Guard House (Contractor furnished) – per Each
Item S-100-6.3	Low Profile Barricade (Type 1) (Contractor furnished) – per Each
Item S-100-6.4	Curing Facilities – per Lump Sum
Item S-100-6.5	Crossing Gate Arm – per Each
Item S-100-6.6	Traffic Control – per Lump Sum
Item S-100-6.7	Project Safety & Security – per Lump Sum
Item S-100-6.8	Portable Lighted Runway Closure Maker – per Each

END OF ITEM S-100

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