

# SILVERWEST AIRPORT

Westcliffe, Colorado

CONTRACT DOCUMENTS INCLUDING DETAILED SPECIFICATIONS

## SCHEDULE I

Runway Safety Area Improvements

ACI No. 186519

November 2018



**ARMSTRONG**

861 Rood Avenue  
Grand Junction, CO 81501  
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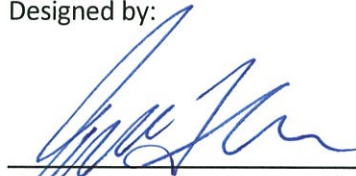
**SILVERWEST AIRPORT  
WESTCLIFF, COLORADO  
Contract Documents  
including  
Detailed Specifications**

ACI No. 186519

**CERTIFICATION**

I hereby certify that these plans and specifications for Vaughn Municipal Airport Improvements, ACI No. 186519, were prepared under my direct supervision for the Owners thereof.

Designed by:

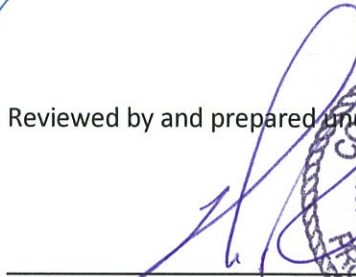


Engineer

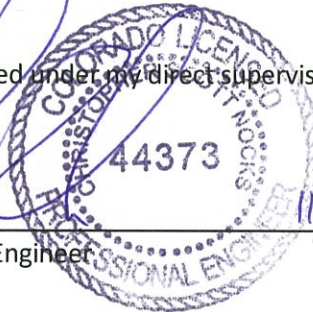
11/2/18

Date

Reviewed by and prepared under my direct supervision:



Registered Professional Engineer



11/2/2018

Date

**ARMSTRONG CONSULTANTS, INC.**

Airport Engineering, Planning & Environmental Studies

861 Rood Avenue

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**INVITATION FOR BIDS**  
**FOR IMPROVEMENTS TO**  
**SILVERWEST AIRPORT**  
**RUNWAY SAFETY AREA IMPROVEMENTS**  
**WESTCLIFFE, COLORADO**

Sealed bids for improvements to the SILVERWEST AIRPORT, will be received by Custer County in the Board of County Commissioners Room at the Northwest annex of the County Courthouse at 205 South 6th Street, Westcliffe, Colorado 81252 until November 14, 2018 at 10:00. MST and then opened and read aloud.

The work involved includes the following:

**SCHEDULE I**  
**RUNWAY SAFETY AREA IMPROVEMENTS**

A complete set of Plans, Specifications and Contract Documents may be obtained from the Custer County HR/Finance Department (719) 783-9067 or online at [custercountygov.com/financehr.php](http://custercountygov.com/financehr.php) at no cost.

Each bid must be accompanied by a Certified Check or Cashier's Check in an amount not less than five (5) percent of the total bid made payable to Custer County, Colorado, or by a Bid Bond in like amount executed by a Surety Company.

The Bidder must supply all the information required by the proposal forms and Specifications and must bid on all items of every schedule. Custer County reserves the right to waive any informality in or to reject any or all portions of the various bid items.

Any questions regarding this project are to be directed to Dawna Hobby (719) 783-9067 or [dawna@custercountygov.com](mailto:dawna@custercountygov.com).

**Custer County, Colorado**

Wet Mountain Tribune  
Published: November 8, 2018

Sangre de Cristo Sentinel  
Published: November 9, 2018

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## INSTRUCTIONS TO BIDDERS

- 1. Defined Terms.** Terms used in these Instructions to Bidders, which are defined in the General Provisions of the Construction Contract, have the meanings assigned to them in the General Provisions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
  
- 2. Copies of Bidding Documents**
  - 2.1** Complete sets of the Bidding Documents in the number and for the deposit sum stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). The deposit will not be refunded. Partial sets of Bidding Documents shall not be issued. Portions of the Contract Documents not produced by the Owner or Engineer will not be furnished.
  
  - 2.2** Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
  
  - 2.3** Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
  
- 3. Qualifications of Bidders**
  - 3.1** Each bidder may be required to submit written evidence of its qualifications to perform the Work, including but not limited to; financial data, a narrative of previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the State where the project is located, or covenant to obtain such qualification prior to award.
  
- 4. Examination of Contract Documents and Site**
  - 4.1** Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Document.
  
  - 4.2** Where any soils investigation or report of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications, for the convenience of the Bidder, the Engineer will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.3** On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4** The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Provisions, General Provisions, or Construction Drawings.
- 4.5** Drawings and Specifications were prepared on the basis of interpretation, judgment and discretion of Engineer. Accuracy of the Drawings and Specifications cannot be guaranteed. Questions about perceived inconsistencies, ambiguities or errors should be directed to the Engineer. By submitting its Bid, Bidder waives the right to assert that inconsistencies, ambiguities or errors impacted its Bid, Bidder assumes the risk attendance to successful performance of the work, waives all claims for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood at the time of Bidding and waives all claims of any nature against the Owner and the Engineer arising out of or related to submission of its bid. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6** The Bid Set of Drawings and Specifications may have been obtained through a plan room, either physically or through Internet access. Bidder acknowledges that the Engineer has no control over the operation of the plan room. Bidder acknowledges and accepts sole responsibility for obtaining all Bid information, including but not limited to, Addenda which may be issued subsequent to the Original Bid Set.

**5. Interpretations.** All questions about Contract Documents including Detailed Specifications and/or Construction Drawings shall be submitted to Dawna Hobby (719) 783-9067 or [dawna@custercountygov.com](mailto:dawna@custercountygov.com) in writing. Questions will be accumulated and a reply will be issued by Addendum. Bidders identified on the planholders list will be notified by email that an Addendum is available by no later than one (1) business day before the scheduled Bid Opening. Questions received less than forty-eight hours prior to the time and date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding and receipt of all addenda must be properly acknowledged on the appropriate proposal page. If acknowledgement for receiving any of the issued addenda is missing, then your bid will not be accepted. Oral and other interpretations or clarifications will be without legal effect.

## **6. Bid Security**

- 6.1** Bid Security shall be made payable to Owner, in an amount of five (5) percent of the Bidder's total Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety as assurance that the Bidder will, upon acceptance of his Bid, execute such contractual documents as may be required within the time specified.
- 6.2** The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security; whereupon, it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of

Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" or the forty-six (46) day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

7. **Contract Time.** The number of days within which, or the date by which the Work is to be completed, (the Contract Time) is set forth in Article 30 of the Agreement.
8. **Liquidated Damages.** Provisions for liquidated damages, if any, are set forth in the Agreement.
9. **Substitute Material and Equipment.** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Section 60, paragraph 3 of the General Provisions that may be supplemented in the Special Provisions.

## 10. Bid Proposal Form

- 10.1 The Bid Proposal Form is attached hereto; additional copies may be obtained from Engineer.
- 10.2 Bid Proposal Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 All names must be typed or printed below the signature.
- 10.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 10.7 The address to which communications regarding the Bid are to be directed must be shown.

## 11. Submission of Bids

- 11.1 Bidders must submit proposals for all of the work entailed by all of the schedules. A bidder may not submit a proposal for some, but not all, of the schedules.

**11.2** Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Each Bidder shall prepare his Proposal, including supporting data, in duplicate.

**11.3** Each Bidder will submit the following in a sealed opaque envelope:

- A.** The Owner's copy of the Proposal and such other items as may be required to accompany the Proposal. The entire contract documents book is not required to be submitted.
- B. Bid Security.** Bid Security made payable to Owner, in an amount of five percent (5%) of the Bidder's total Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety as assurance.

**12. Modification and Withdrawal of Bids.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**13. Opening of Bids.** When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available within seven (7) days after the opening of Bids.

**14. Bids to Remain Open.** All Bids shall remain open for the period specified in General Provision 30-02 *Award of Contract*, but Owner may, at his sole discretion, release any Bid and return the Bid Security prior to that date.

## **15. Award of Contract**

**15.1** Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder. The Owner further reserves the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**15.2** In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices, if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted), but Owner may accept them in any order or combination.

**15.3** Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Proposal. Operating costs, maintenance considerations, performance data and guarantees of

materials and equipment may also be considered by Owner. A Certification of Inclusion of Labor and EEO Requirements in Subcontracts shall be submitted to the Owner for each subcontract.

- 15.4** Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 15.5** Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 15.6** The scope of the project may be revised prior to award depending on the availability of funds. If the Contract is to be awarded, it will be awarded based on the lowest responsive Bid total of the awarded items.
- 15.7** If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the period specified in General Provision 30-02.

**16. Performance and Other Bonds.** Article 6 of the Agreement sets forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

## **17. Agreement**

- 17.1** The successful Bidder shall, within 15 days after Notification of the Award:
  - A.** Enter into an Agreement, in writing, with Owner covering all matters detailed in these Specifications and his Proposal.
  - B.** Execute the necessary Bonds with Surety acceptable to the Owner as indicated in the Agreement.
  - C.** Show evidence of adequate insurance acceptable to the Owner as defined by the General Provisions and Special Provisions.
  - D.** If requested by the Owner, provide a fully detailed financial statement.
- 17.2** The aforesaid Agreement and Bonds shall be subject to approval by the Owner's Attorney. All Bonds are to be furnished at the sole cost of the successful Bidder. Surety therein provided for shall be a Corporate Surety authorized to do business in the State of Colorado.
- 17.3** The Agreement, when executed, shall be deemed to include the entire Agreement between the parties hereto and the Contractor shall not claim any modification thereof resulting from any representation of the Owner or any other person.

**18. State Regulations.** The successful Contractor must fully comply with all applicable State requirements pertaining to the work, employees used on the job and any special requirements pertaining to work procedures.

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**PROPOSAL**  
**FOR IMPROVEMENTS TO**  
**SILVERWEST AIRPORT**  
**RUNWAY SAFETY AREA IMPROVEMENTS**  
**WESTCLIFFE, COLORADO**

**\*\*BIDDERS TO SUBMIT PAGES P-1 THROUGH P-5 WITH BID\*\***

TO: Custer County  
360 County Road 310  
PO Box 150  
Westcliffe, Colorado 81252

The undersigned Bidder, having examined the Plans, Specifications and other Contract Documents as designated and all Addenda thereto; having investigated the location of and conditions affecting the Proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Proposal and all factors and conditions affecting or which may be affected by the Work;

HEREBY PROPOSES, pursuant to the Invitation for Bids published November 8 & 9, 2018, to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work required for SILVERWEST AIRPORT, in Westcliffe, Colorado, in full accordance with Plans, Specifications and Contract Documents hereto attached or by reference made a part thereof, at and for the following prices:

**BID SCHEDULE**

"Unit Prices" are to be handwritten or typed in both words and figures. In case of discrepancy, the amount shown in words will govern.

SCHEDULE I - RUNWAY SAFETY AREA IMPROVEMENTS						
Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price in Figures and in Writing	Total Price
1	S-1	Mobilization	1	LS	\$	\$
2	S-6	Watering	Incidental		Incidental	
3	P-152	Unclassified Excavation	25,100	CY	\$	\$
<b>TOTAL BID AMOUNT – SCHEDULE I</b>					\$	

BIDDER acknowledges receipt of the following ADDENDUM:

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The submission of a BID will constitute an incontrovertible representation by the BIDDER that he is familiar with conditions of the site as well as with the work required.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for unit prices or lump sum as shown on the BID SCHEDULE. The Bidder further agrees that no Bid may either be changed or withdrawn without consent of the Owner for a period of forty-five (45) days after the scheduled time for opening the Bids.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the Vice Chairman of the Board of County Commissioners to execute the attached Agreement in conformity with this Bid and also to have ready and furnish the required Proofs of Insurance and Bonds, executed by a Surety Company acceptable to the Owner's Attorney at any time within fifteen (15) days from the date of a Notice of Award, mailed to the address hereinafter given.

Enclosed herewith is a Bid Security as defined in the attached Instructions to Bidders in the amount of \_\_\_\_\_, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the Owner as liquidated damages and not as a penalty, for the delay and extra work caused hereby, should the Bidder prevent an award as defined in the Instructions to Bidders, or should the Proposal be accepted and Contract awarded him and he fails to enter into Agreement in the form prescribed and to furnish the required proofs of insurance and bonds within fifteen (15) days as stipulated.

**SIGNATURE OF BIDDER**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**IF AN INDIVIDUAL:**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Individual)*

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**IF A CORPORATION:**

Corporation Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Signature)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ (CORPORATE SEAL)

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
*(Authorized Signature)*

Name and Title: \_\_\_\_\_

**IF A JOINT VENTURE:**

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Signature)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Signature)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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**NOTICE OF AWARD**  
**FOR IMPROVEMENTS TO**  
**SILVERWEST AIRPORT**  
**RUNWAY SAFETY AREA IMPROVEMENTS**  
**WESTCLIFFE, COLORADO**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedules I and II has been accepted in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance, Payment and Maintenance Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Custer County, Colorado  
(OWNER)

By \_\_\_\_\_, Vice Chairman, Board of County Commissioners  
360 County Road 310  
PO Box 150  
Westcliffe, Colorado 81252  
(719) 783-2695

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_, Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

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**AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Custer County, (hereinafter "Sponsor"), a body corporate and politic and constituting a political subdivision of the State of Colorado, and \_\_\_\_\_ (hereinafter "Contractor").

**WITNESSETH**

**WHEREAS**, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for the improvements to the runway safety area, apron and taxiway, and which more fully identified as ACI No.186519 (hereinafter "Project"); and

**WHEREAS**, Contractor submitted a sealed proposal to Sponsor for the Project; and

**WHEREAS**, the Project has been awarded to Contractor; and

**WHEREAS**, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

**THEREFORE**, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

**ARTICLE 1  
CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

Invitation for Bids	Instructions to Bidders
Notice of Award	Agreement
Performance Bond	Notice of Contractor's Settlement
Proposal	Special Provisions
Notice to Proceed	General Provisions
Technical Specifications	Addenda
Plans and Drawings	

These Contract Documents are incorporated herein and are a part of this Agreement.

**ARTICLE 2  
SCOPE OF WORK**

Contractor is to complete the Project in accordance with the Contract Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of

opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

### **ARTICLE 3 CONTRACT TIME**

Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed as issued by the Sponsor and agrees to fully complete the Project within seven (7) calendar days unless an extension of time is granted by Sponsor in accordance with the provisions of Section *80 Execution and Progress*, Paragraph 7, of the General Provisions.

### **ARTICLE 4 DAMAGES**

- 4.1** It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of One Thousand and No/100ths Dollars (\$1,000) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy.
- 4.2** If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, Sponsor shall have all available rights and remedies pursuant to Colorado's statutes related to the Construction Defect Action Reform Act as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

**ARTICLE 5  
TERMS OF PAYMENT**

- 5.1** Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal, for the total cost of the Project, or the "Contract Price," will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Partial payments will be made for work completed on the Project during the previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.

**ARTICLE 6  
BONDS & INSURANCE**

- 6.1** At the time of the execution of this Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to Sponsor. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and it shall provide for the payment of all Project costs in accordance with the Contract Documents, without additional cost to Sponsor. The Maintenance Bond will provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor.
- 6.2** Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance for the Contractor and for his Subcontract operations with a limit of at least \$2,000,000. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to, property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. At a minimum, Public Liability Insurance shall be in the amount of not less than \$2,000,000.00 for injuries, including accidental death, to any one person, nor less than \$2,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than \$2,000,000.00. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, the insurance required under this Agreement cannot be cancelled by Contractor. See Special Provisions for additional insurance information.

**ARTICLE 7  
BONDING CLAUSES**

- 7.1** Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement.
- 7.2** Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

**ARTICLE 8  
DEBRIS REMOVAL**

Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project.

**ARTICLE 9  
ATTORNEY'S FEES & PUNITIVE DAMAGES**

In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

**ARTICLE 10  
GOVERNING LAW**

This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado

**ARTICLE 11  
MODIFICATION OF AGREEMENT**

No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

**ARTICLE 12  
SEVERABILITY**

In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

**ARTICLE 13  
BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

**ARTICLE 14  
HOLD HARMLESS**

Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

**CAUTION: READ BEFORE SIGNING.**

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth next to their signatures.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Custer County, Colorado  
SPONSOR

By: \_\_\_\_\_  
Bill Canda  
Vice Chairman, Board of County  
Commissioners

Date: \_\_\_\_\_

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**CONSTRUCTION PERFORMANCE & MAINTENANCE BOND**

**Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.**

CONTRACTOR (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Principal Place of Business)

OWNER (Name and Address):

Custer County  
360 County Road 310  
PO Box 150  
Westcliffe, Colorado 81252

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

SilverWest Airport  
Westcliffe, Colorado  
ACI No. 186519

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:  
(Corp. Seal)

SURETY

Company:  
(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, including all related Construction Documents and modifications thereto, which is incorporated herein by reference.
2. If the Contractor completes the Contract and corrects all defects that appear within one year after final acceptance of all the work required under the Contract Documents, the Surety and the Contractor shall have no obligation under this bond, except to participate in conferences as provided in Subparagraph 3.1.
3. The Surety's obligations under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract, or for correcting defects in workmanship or material that have appeared within one year after final acceptance of the work. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, or to correct said defects in workmanship or material, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract or to correct said defects. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract, or to correct said defects in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner to perform and complete the Contract, or to correct said defects in workmanship or material; or
  - 4.2 Undertake to perform and complete the Contract, or to correct said defects in workmanship or material itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract to (a) perform and complete the Contract or correct said defects in workmanship or materials; (b) arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract and (c) pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and the Owner shall be entitled to enforce any remedy available to the Owner if the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, or to correct said defects in workmanship or materials and if the Surety elects to act under Subparagraphs 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract and related Construction Documents and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract and Construction Documents. To the limit of the amount of this Bond, but subject to commitment by the Owner to pay the Balance of the Contract Price to mitigation of costs and damages of the Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for completion of the Contract and correction of any defects that appear within one year following final acceptance of all the work required under the Construction Contract and related Documents;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, or resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time and changes in the work required under the Contract or related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Owner became aware, or reasonably should have become aware of Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond; whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period for limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted hereon and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.
12. Definitions:
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



**CONSTRUCTION PAYMENT BOND**

**Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.**

CONTRACTOR (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Principal Place of Business)

OWNER (Name and Address):

Custer County  
360 County Road 310  
PO Box 150  
Westcliffe, Colorado 81252

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description (Name and Location):

SilverWest Airport  
Westcliffe, Colorado  
ACI No. 186519

**BOND**

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:  
(Corp. Seal)

SURETY

Company:  
(Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants and
  - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address as described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety and provided there is no Owner Default.
3. With respect to Claimant's this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (3) , or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes hereto.
  - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**NOTICE TO PROCEED**  
**FOR IMPROVEMENTS TO**  
**SILVERWEST AIRPORT**  
**RUNWAY SAFETY AREA IMPROVEMENTS**  
**WESTCLIFFE, COLORADO**

**ACI No. 186519**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE:

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents and you are to complete the Work within seven (7) consecutive calendar days thereafter. The date of completion of all Work is therefore \_\_\_\_\_, 2018.

CUSTER COUNTY, COLORADO

By \_\_\_\_\_, Vice Chairman, Board of County Commissioners  
360 County Road 310  
PO Box 150  
Westcliffe, Colorado 81252  
(719) 783-2695

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_, Contractor

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
(Title)

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**NOTICE OF CONTRACTOR'S SETTLEMENT**

**Custer County, Colorado**

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, final settlement will be made with \_\_\_\_\_ by the Custer County for ACI No 186519 and that any person, copartnership, association or corporation who has an unpaid claim against said \_\_\_\_\_ for or on account of the furnishing of labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the Subcontractors in or about the performance of said work, may at any time up to the close of business on \_\_\_\_\_, 2019 file a verified statement of the amount due and unpaid on account of such claim with the Custer County, Colorado

Failure on the part of a Claimant to file such statement prior to such final settlement will relieve said Custer County from all and any liability for such claimant's claim.

**CUSTER COUNTY, COLORADO**

FIRST PUBLICATION: \_\_\_\_\_

SECOND PUBLICATION: \_\_\_\_\_

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## GENERAL PROVISIONS

### SECTION 10 DEFINITION OF TERMS

Whenever 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 interpreted as follows:

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 ACCESS ROAD.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**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 IMPROVEMENT PROGRAM (AIP).** A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

**10-05 AIR OPERATIONS AREA (AOA).** For the purpose of these Specifications, 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.

**10-06 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; and airport buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM INTERNATIONAL (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).

**10-08 AWARD.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

**10-09 BIDDER.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-10 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.

**10-11 CALENDAR DAY.** Every day shown on the calendar.

**10-12 CHANGE ORDER.** A written order to the Contractor covering changes in the Drawings, Specifications, or proposal quantities and establishing the basis of payment and Contract time adjustment,

if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the Contract.

**10-13 CONTRACT.** The written agreement covering the work to be performed. The awarded Contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Drawings, and any addenda issued to bidders.

**10-14 CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the Contract.

**10-15 CONTRACT TIME.** The number of calendar days or working days, stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.

**10-16 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.

**10-17 CONTRACTOR'S LABORATORY.** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

**10-18 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.

**10-19 DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**10-20 ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering and inspection of the Contract work and acting directly or through an authorized representative.

**10-21 EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-22 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 Engineer to be necessary to complete the work within the intended scope of the Contract as previously modified.

**10-23 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

**10-24 FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-25 FORCE ACCOUNT.** Force account work is planning, engineering, or construction work done by the Sponsor's employees.



**10-26 INSPECTOR.** An authorized representative of the Engineer assigned to make all necessary observation and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**10-27 INTENTION OF TERMS.** Whenever, in these Specifications or on the Drawings, 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 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, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the Contract Specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

**10-28 LABORATORY.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as “Engineer’s Laboratory” or “quality assurance laboratory.”

**10-29 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.

**10-30 MAJOR AND MINOR CONTRACT ITEMS.** A major Contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award Contract. All other items shall be considered minor Contract items.

**10-31 MATERIALS.** Any substance specified for use in the construction of the Contract work.

**10-32 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.

**10-33 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.

**10-34 PASSENGER FACILITY CHARGE (PFC).** Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a “charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”

**10-35 PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-36 PAYMENT BOND.** The approved form of security furnished by the Contractor and his or her 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.

**10-37 PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the Contract.

**10-38 DRAWINGS.** 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.

**10-39 PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

**10-40 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 Drawings and Specifications.

**10-41 PROPOSAL GUARANTY.** The security furnished with a proposal to guarantee that the bidder will enter into a Contract if his or her proposal is accepted by the Owner.

**10-42 RUNWAY.** The area on the airport prepared for the landing and takeoff of aircraft.

**10-43 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.

**10-44 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.

**10-45 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; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

**10-46 SUBGRADE.** The soil that forms the pavement foundation.

**10-47 SUPERINTENDENT.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**10-48 SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded Contract; or (2) work that is not within the scope of the originally awarded Contract.

**10-49 SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

**10-50 TAXIWAY.** For the purpose of this document, the term taxiway means 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.

**10-51 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, Drawings, and Specifications.

**10-52 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.

**END OF SECTION 10**

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**SECTION 20**  
**PROPOSAL REQUIREMENTS AND CONDITIONS**

**20-01 ADVERTISEMENT (NOTICE TO BIDDERS).** This Project has been advertised on November 8 & 9, 2018.

**20-02 QUALIFICATION OF BIDDERS.** Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such 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 his or her 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 he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

**20-03 CONTENTS OF PROPOSAL FORMS.** The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The Drawings, Specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

**20-04 ISSUANCE OF PROPOSAL FORMS.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be 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 Drawings and Specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled *ALTERATION OF WORK AND QUANTITIES* of Section 40 without in any way invalidating the unit bid prices.

**20-06 EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE.** THE BIDDER IS EXPECTED TO CAREFULLY examine the site of the proposed work, the proposal, Drawings, Specifications, and Contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as 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 as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, Drawings, and Specifications.

**20-07 PREPARATION OF PROPOSAL.** The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms 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 for which they propose to do 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 sign the proposal correctly and in ink. If the proposal is made by an individual, his or her 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 under the laws of which 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 his or her 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 Sponsor's invitation for bid. It is the Sponsor'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 49 CFR § 18.36(b)(8). 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.

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 certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such 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 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 the subsection 20-04 titled *ISSUANCE OF PROPOSAL FORMS* of this section.

**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 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 the subsection 20-09 titled *IRREGULAR PROPOSALS* of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled *DISQUALIFICATION OF BIDDERS* of Section 20.

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 forty-five (45) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the Contract shall be made by the Owner to the lowest qualified bidder whose proposal conforms to the cited requirements of the Owner.

**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 the subsection 30-07 titled *APPROVAL OF CONTRACT* of this section.

**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 subsection 30-01 titled *CONSIDERATION OF PROPOSALS* of this section. 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 the subsection 30-05 titled *REQUIREMENTS OF CONTRACT BONDS* of this section.

**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 the subsection 30-05 titled *REQUIREMENTS OF CONTRACT BONDS* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

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

**30-08 FAILURE TO EXECUTE CONTRACT.** Failure of the successful bidder to execute the Contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled *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 liquidation of damages to the Owner.

**END OF SECTION 30**

## SECTION 40 SCOPE OF WORK

**40-01 INTENT OF CONTRACT.** The intent of the Contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Drawings, Specifications, and terms of the Contract.

**40-02 ALTERATION OF WORK AND QUANTITIES.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded Contract quantities, provided that the aggregate of such alterations does not change the total Contract cost or the total cost of any major Contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded Contract). Alterations that do not exceed the 25% limitation shall not invalidate the Contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original Contract. These alterations that are for work within the general scope of the Contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of Contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. 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.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal Contract provisions for procurement and Contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

**40-03 OMITTED ITEMS.** The Engineer may, in the Owner's best interest, omit from the work any Contract item, except major Contract items. 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 authorized and accepted 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 the subsection 90-04 titled *PAYMENT FOR OMITTED ITEMS* of Section 90.

**40-04 EXTRA WORK.** Should acceptable completion of the Contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original Contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the Contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the

requirements specified in the order, and shall contain any adjustment to the Contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled *PAYMENT FOR EXTRA WORK* of Section 90. 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 the subsection 10-48 titled *SUPPLEMENTAL AGREEMENT* of Section 10.

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.

- 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 his or her own operations and the operations of all Subcontractors as specified in the subsection 80-04 titled *LIMITATION OF OPERATIONS* of Section 80. 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 the subsection 70-15 titled *CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS* in Section 70.
- b. With respect to his or her 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.
- c. When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the Contract, Drawings, and Specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair 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.
- d. The cost of maintaining the aircraft and vehicular traffic specified in this Subsection shall not be measured or paid for directly, but shall be included in the various Contract Items.

**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 Drawings, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the Contract.

Except as provided in the subsection 40-07 titled *RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK* of this section, 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.

The Contractor shall protect pavements which are to remain in place when removing adjacent pavements or structures. Falling-weight type pavement demolition will not be permitted within 25 feet of pavement to remain in place. Any pavement to remain in place which is damaged by the Contractor shall be removed and replaced in-kind at the Contractor's expense.

**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 either embankment or waste, the Contractor may at his or her option either:

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

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

Should the Engineer 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 his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer 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 his or her 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, Drawings, 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 such property Owner.

**END OF SECTION 40**

## SECTION 50 CONTROL OF WORK

**50-01 AUTHORITY OF THE ENGINEER.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the Specifications or Drawings relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under Contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

**50-02 CONFORMITY WITH DRAWINGS 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, Drawings or Specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Drawings and Specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer 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. The Engineer's determination and recommended Contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the Contract price shall be covered by Contract change order or supplemental agreement as applicable.

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

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

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the Contract, Drawings and Specifications.

The Engineer 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, DRAWINGS, AND SPECIFICATIONS.** The Contract, Drawings, Specifications, and all referenced standards cited are essential parts of the Contract requirements. 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, Drawings, cited standards for materials or testing, and cited advisory circulars (ACs); Contract general provisions shall govern over Drawings, cited standards for materials or testing, and cited ACs; Drawings shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

#### **LIST OF SPECIAL PROVISIONS**

**See Special Provisions section of these Contract Documents.**

**50-04 COOPERATION OF CONTRACTOR.** The Contractor will be supplied with one (1) CD of the Drawings and Specifications. The Contractor shall have available on the work at all times one copy each of the Drawings and Specifications. Additional copies of Drawings and Specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her 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 his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the Drawings and Specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

**50-05 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 so as 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 his or her Contract and shall protect and save 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 his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.



**50-06 CONSTRUCTION LAYOUT AND STAKES.** The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work Contracted for under these Specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material Specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): electronic. 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 Drawings, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot stations

Subgrade blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations.
- b. Between Lifts at 25-foot stations for the following section locations:
  - (1) Runways – each paving lane width
  - (2) Taxiways – each paving lane width
  - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot stations:
  - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50-foot offsets.
- e. Fence lines at 100-foot stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
- h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

**50-07 AUTOMATICALLY CONTROLLED EQUIPMENT.** Whenever batching or mixing plant equipment is required to be operated automatically under the Contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the Contract.

**50-08 AUTHORITY AND DUTIES OF INSPECTORS.** Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the Drawings and Specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the Contract, Drawings, or Specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

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

If the Engineer 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.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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.

The Engineer or Inspectors employed by the Owner are not responsible as a result of site visits and/or inspections of the Contractor's work in progress for supervising, directing or having control over the Contractor's Work nor are the Engineer or Inspectors employed by the Owner responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor.

**50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work that does not conform to the requirements of the Contract, Drawings, and Specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled *CONFORMITY WITH DRAWINGS AND SPECIFICATIONS* of this section.

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 the subsection 70-14 titled *CONTRACTOR'S RESPONSIBILITY FOR WORK* of Section 70.

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

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due 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 shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

**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 the subsection 50-12 titled *MAINTENANCE DURING CONSTRUCTION* of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's 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 deducted from monies due or to become due the Contractor.

**50-14 PARTIAL ACCEPTANCE.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the Contract.

**50-15 FINAL ACCEPTANCE.** Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer 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, Drawings, and

Specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

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

Prior to final acceptance, the Contractor shall submit all required material and equipment submittals, quality control and acceptance test results, surveys and record drawings to the Engineer in the form specified.

**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, Drawings, or Specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

**END OF SECTION 50**

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**SECTION 60**  
**CONTROL OF MATERIALS**

**60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used in the work shall conform to the requirements of the Contract, Drawings, 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 complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. 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 conforms to the requirements of cited materials Specifications. In addition, where an FAA specification for airport lighting equipment is cited in the Drawings or Specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this Contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

See Technical Specifications.

**60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests 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, will be made by and at the expense of the Engineer.

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, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all

tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with electronic reports on forms provided by the Engineer in spreadsheet format (.xls or approved equal), on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 CERTIFICATION OF COMPLIANCE.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance 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.

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

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

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," 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.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

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



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

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has Contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located 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 Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Drawings, or Specifications.

**60-05 ENGINEER'S FIELD OFFICE.** An Engineer's field office is not required.

**60-06 STORAGE OF MATERIALS.** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. 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 Drawings, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer 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 his or her entire 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, Drawings, or Specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer 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 his or her 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) is indicated as follows:

No work outside of this Contract is anticipated during construction.

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

Should the Owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this Contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, 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, Drawings, 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 AID PARTICIPATION. DELETED**

**70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

Representatives of the Owner or the Engineer are not responsible during site visits or as a result of observations or inspections of the Contractor's work in progress for any safety precautions or programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to safety precautions or programs.

**70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control his or her operations and those of his or her 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 his or her own operations and those of his or her Subcontractors and all suppliers in accordance with the subsection 40-05 titled *MAINTENANCE OF TRAFFIC* of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled *LIMITATION OF OPERATIONS* of Section 80 hereinafter.

**70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

**70-09 USE OF EXPLOSIVES.** When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet of the airport property.

**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 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 his or her own 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 save harmless the Engineer and the Owner and their officers, 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 his or her 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, his or her 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.** Should it be 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 shall be specified herein and indicated on the Drawings. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled *PARTIAL ACCEPTANCE* of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, 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 his or her expense.

The Contractor shall make his or her 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.

**70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled *PARTIAL ACCEPTANCE* of Section 50, 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 his or her

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 the subsection 70-04 titled *RESTORATION OF SURFACES DISTURBED BY OTHERS* of this section, the Contractor shall cooperate with the Owner of any public or private utility service, 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 Drawings and the Owners are indicated as follows:

**Please see Special Provisions No. 8 titled *UNDERGROUND UTILITIES* for contact information.**

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 Drawings 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 his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled *RESTORATION OF SURFACES DISTURBED BY OTHERS* of this section. A copy of each notification shall be given to the Engineer.

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

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

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

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

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer 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 his or her surety.

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

**70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the Contract provisions or in exercising any power or authority granted by this Contract, there shall be no liability upon the Engineer, his or her 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 his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her 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, bitumens, 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 his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer 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 the subsection 40-04 titled *EXTRA WORK* of Section 40 and the subsection 90-05 titled *PAYMENT FOR EXTRA WORK* of Section 90. If appropriate, the Contract change order or supplemental agreement shall include an extension of Contract time in accordance with the subsection 80-07 titled *DETERMINATION AND EXTENSION OF CONTRACT TIME* of Section 80.

**END OF SECTION 70**

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**SECTION 80**  
**EXECUTION AND PROGRESS**

**80-01 SUBLETTING OF CONTRACT.** The Owner will not recognize any Subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least twenty five percent (25%) of the total Contract cost.

Should the Contractor elect to assign his or her 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.

**80-02 NOTICE TO PROCEED.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date Contract time will be charged. The Contractor shall begin the work to be performed under the Contract within ten (10) days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction 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 progress schedule for the Engineer's approval within ten (10) days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the Drawings and Specifications within the time set forth in the proposal.

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

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

**80-04 LIMITATION OF OPERATIONS.** The Contractor shall control his or her operations and the operations of his or her 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 his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48-hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer

and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled *BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS* of Section 70.

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; 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 the satisfactory conditions are provided. The following AOA 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:

No AOA requiring intermittent opening and closing are present at the site.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, *Operational Safety on Airports During Construction* (see Special Provisions).

**80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.** All Contractors' operations shall be conducted in a safe manner with due attention paid to the movement of aircraft and general construction site safety. 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.

**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, Drawings, and Specifications.

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

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

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work and suspend acceptance of completed prior 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 be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from 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, Drawings, and Specifications.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer 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 subsection.

**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 as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is 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 Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer 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, for suspensions made at the request of the Owner, or for any other delay provided for in the Contract, Drawings, or Specifications.

If it should become 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 or working days allowed for completion of the work shall be stated in the proposal and Contract and shall be known as the CONTRACT TIME.

Should the Contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- a. CONTRACT TIME based on working days shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the Contract time during the week and the number of working days currently specified for completion of the Contract (the original Contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of Contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the Contract time.
- (2) The Engineer will not make charges against the Contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the Contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the Contract time after the date of final acceptance as defined in the subsection 50-15 titled *FINAL ACCEPTANCE* of Section 50.
- (5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The Contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled *INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES* of Section 20. Should the satisfactory completion of the Contract require performance of work in greater quantities than those estimated in the proposal, 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 Contract time shall not consider either the cost of work or the extension of Contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- b.** 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.

- c.** When the Contract time is a specified completion date, it shall be the date on which all Contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the Contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the Contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the Contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

**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 the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the Contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her 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
I	\$ 1,000 per Calendar Day	7 Calendar Days

The maximum construction time allowed for Schedule I will be not more than seven (7) 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 his or her 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 Engineer consider the Contractor in default of the Contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract.

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

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

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



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

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

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

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

**80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.** The Contractor shall obtain approval from the Engineer 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 his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 125 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 60 feet of the centerline of an active runway at any time.

**END OF SECTION 80**

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**SECTION 90  
MEASUREMENT AND PAYMENT**

**90-01 MEASUREMENT OF QUANTITIES.** All work completed under the Contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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 or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Drawings or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the Drawings or as altered to fit field conditions.

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.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

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.

The term "ton" will mean the short ton consisting of 2,000 lb avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

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.

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

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60 °F using ASTM D1250 for asphalts or ASTM D633 for tars.

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 bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton or hundredweight.

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.

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.

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 by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled *PAYMENT FOR EXTRA WORK* of this section.

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 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.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector 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 one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50 pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

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.

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 Drawings are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-02 SCOPE OF PAYMENT.** The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled *NO WAIVER OF LEGAL RIGHTS* of Section 70.

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, Drawings, 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 the subsection 40-02 titled *ALTERATION OF WORK AND QUANTITIES* of Section 40 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 his or her unbalanced allocation of overhead and profit among the Contract items, or from any other cause.

**90-04 PAYMENT FOR OMITTED ITEMS.** As specified in the subsection 40-03 titled *OMITTED ITEMS* of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any Contract item, except major Contract items, in the best interest of the Owner.

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

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

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted Contract item prior to the date of the Engineer's 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 the subsection 40-04 titled *EXTRA WORK* of Section 40, will be paid for at the Contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 PARTIAL PAYMENTS.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the Contract, Drawings, and Specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled *PAYMENT FOR MATERIALS ON HAND* of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. A Subcontractor's work is satisfactorily completed when all the tasks called for in the Subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime Contract, the work of a Subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, ten percent (10%) of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled *PAYMENT OF WITHHELD FUNDS* of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the Contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the Contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer 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 the subsection 90-09 titled *ACCEPTANCE AND FINAL PAYMENT* of this section.

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, Drawings, and Specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer 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 so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so 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 his or her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, Drawings, 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 subsection.

**90-08 PAYMENT OF WITHHELD FUNDS.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 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 the subsection 50-15 titled *FINAL ACCEPTANCE* of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the Contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer'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 the subsection 50-16 titled *CLAIMS FOR ADJUSTMENT AND DISPUTES* of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 titled *PROJECT CLOSEOUT*, 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 the subsection 50-16 titled *CLAIMS FOR ADJUSTMENTS AND DISPUTES* of Section 50 or under the provisions of this subsection, 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. 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.
- 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:
  - (1) The Contractor's failure to conform to Contract requirements; or
  - (2) 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 PROJECT CLOSEOUT.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturer's 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 subsection 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.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

**ITEM S-1  
MOBILIZATION**

**DESCRIPTION**

**S-1-1.1** This Work consists of the mobilization of personnel, equipment and supplies to the Project site in preparation for Work on the Project. This item shall also include the establishment of the Contractor's offices, buildings and other necessary facilities and all other costs incurred for labor and operation which must be performed prior to beginning the other items under the Contract.

**BASIS OF PAYMENT**

**S-1-2.1** Partial payments for mobilization will be made once each month as the Work progresses. These partial payments will be made as follows:

- a. When 5 percent of the Original Contract Amount is earned, 25 percent of the amount bid for mobilization, or 2 ½ percent of the original contract amount, whichever is less, will be paid.
- b. When 10 percent of the Original Contract Amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is less, will be paid.
- c. When 25 percent of the Original Contract Amount is earned, 60 percent of the amount bid for mobilization, or 6 percent of the original contract amount, whichever is less, will be paid.
- d. When 50 percent of the Original Contract Amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is less, will be paid.
- e. Upon completion of all work on the project, payment on any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.
- f. The total sum of all payments shall not exceed the Original Contract Amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the Work on the Project or moved equipment away from the Project and then back again.

Payments for materials on hand will not be included as a percent of Original Contract Amount earned until said materials in hand have been incorporated into the Work and accepted and paid for as contract items.

Payment will be full compensation for all Work necessary to complete the item.

Payment will be made under:

Item S-1    Mobilization - Per lump sum

**END OF ITEM S-1**

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**ITEM S-6  
WATERING**

**DESCRIPTION**

**S-6-1.1** This item shall consist of furnishing and applying water required in the compaction of embankments, subgrades, subbases, base courses, for dust control, and for other purposes in accordance with the requirements of these Specifications or as directed by the Engineer.

**CONSTRUCTION METHODS**

**S-6-2.1** Water, when required, shall be applied at the locations, in the amounts, and during the hours, including nights, as directed by the Engineer. An adequate water supply shall be provided by the Contractor. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts directed by the Engineer.

**METHOD OF MEASUREMENT**

**S-6-3.1** No measurement will be made of water on any part of the Work. If any material is prewetted prior to weighing, the weight of the water shall be deducted from the scale weight.

**BASIS OF PAYMENT**

**S-6-4.1** No payment will be made separately or directly for water on any part of the Work. Water will be considered a necessary and incidental part of the Work and the Contractor shall include its cost in the Contract Unit Price for the pay items of Work involved.

**END OF ITEM S-6**

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**ITEM P-152  
EXCAVATION, SUBGRADE, AND EMBANKMENT**

**DESCRIPTION**

**152-1.1** This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

**152-1.2 CLASSIFICATION.** All material excavated shall be classified as defined below:

- a. **Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

**152-1.3 UNSUITABLE EXCAVATION.** Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, suitable for topsoil may be used on the embankment slope when approved by the Engineer.

**CONSTRUCTION METHODS**

**152-2.1 GENERAL.** Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared and grubbed.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans or as directed by Custer County. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the Engineer notified per subsection 70-20. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the limits of the pavement areas where the top layer of soil material has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor, at his or her expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

**152-2.2 EXCAVATION.** No excavation shall be started until the work has been staked out by a Surveyor. All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the County. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed as directed by Custer County. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the work.

- a. **Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the Engineer shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas.
- b. **Undercutting.** Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the Engineer. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for unclassified excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.
- c. **Overbreak.** Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. All overbreak shall be graded or removed by the Contractor and disposed of as directed by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his or her decision shall be final. Payment will not be made for the removal and disposal of overbreak that the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."
- d. **Removal of utilities.** The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor; for example, the utility unless otherwise shown on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the Engineer. All foundations thus excavated shall be backfilled with suitable material and compacted as specified.
- e. **Compaction requirements.** Testing for compaction and moisture content will not be performed.



All material, native or imported, to be considered for acceptance as P-152 when placed in multiple lifts below the top lift of P-152 shall conform to Section 152-2.6 FORMATION OF EMBANKMENTS even if located in a "cut" section.

Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade. The finished grading operations, conforming to the typical cross-section, shall be completed and maintained at least 1,000 feet ahead of the paving operations or as directed by the Engineer.

All loose or protruding rocks on the back slopes of cuts shall be pried loose or otherwise removed to the slope finished grade line. All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the Engineer.

Blasting shall not be allowed.

f. **Proof rolling.** Not required.

**152-2.3 BORROW EXCAVATION.** Not Used.

**152-2.4 DRAINAGE EXCAVATION.** Not Used.

**152-2.5 PREPARATION OF EMBANKMENT AREA.** Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted. When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disked and recompact to the density of the surrounding ground before construction of embankment.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

**152-2.6 FORMATION OF EMBANKMENTS.** Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross-section, unless otherwise approved by the Engineer.

The layers shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the Engineer. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not

be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

Testing for compaction and moisture content will not be performed.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each layer is placed. Layer placement shall begin in the deepest portion of the embankment fill. As placement progresses, the layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the subgrade. Rockfill shall be brought up in layers as specified or as directed by the Engineer and the finer material shall be used to fill the voids with forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated on the plans or by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The layer shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

**152-2.7 FINISHING AND PROTECTION OF SUBGRADE.** After the subgrade is substantially complete, the Contractor shall remove any soft or other unstable material over the full width of the subgrade that will not compact properly. All low areas, holes or depressions in the subgrade shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes. All ruts or rough places that develop in the completed subgrade shall be graded and recompacted.

No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

**152-2.8 HAUL.** All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

**152-2.9 TOLERANCES.** In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 12-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2 inch, or shall not be more than 0.05 feet from true grade as established by grade hubs. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 feet from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

A 12-foot straight edge shall be provided by the Contractor and made available to the Engineer at all times for testing of surface smoothness tolerances.

**152-2.10 TOPSOIL.** If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 300 feet of runway pavement or 150 feet of taxiway pavement and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed.

No direct payment will be made for topsoil. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard for "Unclassified Excavation."

No additional payment will be made for topsoil that has to be stockpiled.

#### METHOD OF MEASUREMENT

**152-3.1** For payment specified by the cubic yard, measurement for all excavation shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by excavation cross-sections shown on the plans, subject to verification by the Engineer. Calculations included adjustments to allow for payment templated thickness. Calculations are unadjusted and do not include any estimate of "shrinkage" for embankment.

No measurement of the plan excavation or embankment quantity shall be made. Plan quantities include all ditches, "grading to drain" areas and adjustments for stripping of vegetation areas and adjustments for pavement templates. Plan quantities do not include rehandling and processing/compaction of designated minimum thickness of subgrade under areas to be paved. Payment will be based on plan quantities.

If plan width of excavations are changed by more than  $\pm 1.0$  foot; and/or plan elevations of excavations are changed by more than  $\pm 0.5$  foot, the volume of the changes will be measured and the bid quantity of excavations will be adjusted to coincide with the changes.

Measurement of changes shall not include the quantity of material placed or removed without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

#### **BASIS OF PAYMENT**

**152-4.1** "Unclassified excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. No direct payment shall be made for embankment or for processing and compaction of subgrade under proposed pavements.

There will be no separate payment for haul of any excavation or embankment materials or for placement and compaction of any material. All costs incidental to clearing and grubbing, hauling, embankments construction, processing and compaction of subgrade under areas to be paved, disposal of unsuitable materials and other necessary operations for construction of excavations or embankments shall be included in the Contract Unit Prices for "Unclassified Excavation."

More material will be excavated than is required for the construction of embankments. For Schedule I, approximately 1,300 c.y. of embankment is required. This volume is unadjusted and does not include any estimate of "shrinkage." The excess material shall be wasted on the Airport as directed by the Airport Manager.

Payment will be made under:

Item P-152      Unclassified Excavation - per cubic yard

**END OF ITEM P-152**

## SPECIAL PROVISIONS

1. **GENERAL.** Work to be done under this Agreement consists of furnishing all labor, materials, equipment and accessories and performing all operations necessary to complete the Work in accordance with the Drawings and Specifications.

The following "Special Provisions" shall govern in case of any discrepancies in any or all of the following Specifications, and the intent, either expressed or implied in these "Special Provisions", shall govern in the interpretation of the Plans and Specifications.

The Bidder is required to examine carefully the site of the Proposed Work, the Proposal, Plans and Specifications. He shall satisfy himself as to the character, quality and quantities of Work to be performed, materials to be furnished, and as to the requirements of these Specifications. The submission of a Proposal shall be evidence that the Bidder has made such an examination.

2. **CONSTRUCTION DRAWINGS.** The Drawings governing and controlling the Work and to which reference is made throughout the Technical Specifications and other Contract Documents are those Drawings prepared by Armstrong Consultants, Inc. entitled *Silver West Airport – Westcliffe, Colorado*, ACI No. 186519
3. **LOCATION.** Silver West Airport is located in Westcliffe, Colorado.
4. **UNDERGROUND UTILITIES.** All known existing utilities have been depicted on the Plans as accurately as possible. In many cases, exact location, depth, and pipe size and type are not known. The Contractor is responsible for contacting appropriate utility locator services prior to construction. In the Colorado call: Utility Protection Center, Inc. (800) 922-4455, [www.uncc.org](http://www.uncc.org) please notify two (2) days before, not including day of notice.
5. **PERMITS, TAXES & COMPLIANCE WITH LAWS.** The Contractor shall procure and pay for all permits, taxes, licenses, and bonds necessary for the prosecution of his Work, and/or required by local, State, and Federal regulations, and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these Specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all federal, state, and local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the Work. Costs of compliance and/or all taxes shall be included in the Unit Prices Bid for each Contract Item.
6. **HAUL ROADS.** The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the Project, the Contractor shall be required to regrade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any Work as specified by this provision, including watering, maintenance, and

repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the Work.

7. **AIRPORT SECURITY.** During the course of the construction operations, the Contractor will be allowed to utilize an agreed upon number of airport accesses as entrances to the construction site. These gates and the associated haul roads shall be designated by the Engineer. The Contractor shall be required to keep these gates and all other temporary gaps in fencing closed during non-construction hours and guarded as necessary during construction hours to protect the runway from stray livestock. Occupants of any vehicles allowed on the airport shall be the responsibility of the Contractor and the Contractor shall control which vehicles are allowed to enter the airport property during construction except for normal airport operations uses.
8. **ACCIDENT PREVENTION.** Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
9. **EXISTING UNDERGROUND CABLES.** The Contractor shall attempt to locate the Sponsor's and/or FAA's underground cables prior to construction. Damage to the underground cables by the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications.
10. **UTILITIES.** Any utilities required by the Contractor for the prosecution of the Work shall be paid for by the Contractor.
11. **STANDARD OF CARE/WARRANTY.** The Contractor shall perform all of the work required under the Contract Documents, in accordance with the expertise and skill that would be expected of a Contractor, expert in airport construction projects in general, and the Work required under the Contract Documents, in particular. In addition, the Contractor warrants that materials and equipment furnished under the Contract Documents will be of good quality and new, unless otherwise required by the Contract Documents, that the Work will be free from defects not inherent in the Work involved, and that the Work will conform, in all respects, to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes defects due to abuse not caused by the Contractor, Subcontractors, or other third parties operating under the direction or control of the Contractor, modifications not executed or approved by the Contractor, improper or insufficient maintenance, by the Sponsor, improper operation by the Sponsor, or normal wear and tear under normal usage.
12. **ATTORNEY'S FEES.** Should either party breach its obligations under the Agreement to be executed between the Contractor and Sponsor, or under any of the other Contract Documents, the breaching party shall be responsible for reimbursing the non-breaching party for all reasonable Attorney's fees and court costs incurred by the non-breaching party in enforcing its rights under the Contractor's agreement or the other Contract Documents.