

PAVEMENT CRACK SEALING/REPAIR

At

PRESQUE ISLE INTERNATIONAL AIRPORT

PRESQUE ISLE, MAINE

**CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

A.I.P. No. 3-23-0039-XX-2021

January 28, 2021

**100% DESIGN
FOR BIDDING**

Prepared for:

CITY OF PRESQUE ISLE, MAINE

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ADVERTISEMENT FOR BID

**CITY OF PRESQUE ISLE,
MAINE**

**AIP PROJECT NO. 3-23-0039-XX-2021
NORTHERN MAINE REGIONAL AIRPORT
PRESQUE ISLE, MAINE**

Sealed Bids for “AIRPORT CRACK SEALING/REPAIR PROJECT” will be received by the City of Presque Isle at the City Clerk’s Office at City Hall, 12 Second Street, Presque Isle, ME, **Thursday, February 11, 2020 at 2:00 PM**, as determined by the City Clerk, and publicly opened and read aloud.

The project consists of new cracks (i.e., ones devoid of any sealant) and cracks that have previously been sealed and have failure of the sealant. The new cracks that are free of sealant will require approximately 110 gallons of sealant. The cracks with failed sealant will require approximately 1050 gallons of sealant.

The Contract Documents may be examined on or after **8:00 AM on January 28, 2020** at:

1. Airport Manager's Office, Presque Isle International Airport, 650 Airport Drive, Suite 11, Presque Isle, ME 04769.

Approximate Project Value: **\$23,500.00**

The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed under the Rules and Regulations for carrying out the provisions of the Airport and Airway Improvement Act of 1982; Public Law 97-248 and Part 152 of the Federal Aviation Regulations (14CFR Part 152), Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the required provisions of Federal-Aid Contracts. In addition, the proposed contract is under and subject to Executive Order(s) 11246, as amended, of September 24, 1965, and 13202, as amended, of February 17, 2001, and to the Equal Employment Opportunity (EEO) and Federal Labor Laws.

Wages of Labor on Federal – AIP Airport Projects – The prevailing rate of wages for labors and mechanics employed by contractors or subcontractors on the construction of airport projects shall be paid at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United State Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under the most recent General Wage Decision.

Work Hours Act of 1962 – This contract is subject to the Work Hours Act of 1962, Public Law 87-581 and implementing regulations

The **City of Presque Isle**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises- will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Contractor will be required to meet the City of Presque Isle’s established goal of not less than **three point five nine** percent (**3.59%**) of the contract bid price to the Contractors, Subcontractors, and or Suppliers which qualify as Disadvantaged Business Enterprises (DBE).

The Owner reserves the right to waive any informalities in the bidding or to reject any or all bids.

Inspection of the work site can be scheduled through Scott Wardwell, Airport Director at (207) 764-2550. The bid proposals shall state that the work site was or was not inspected.

City of Presque Isle,
Maine

Scott Wardwell
Airport Director

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING BIDS

THE CITY OF PRESQUE ISLE, MAINE (herein called the Owner) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the City Clerk's Office at City Hall, 12 Second Street, Presque Isle, ME 04769 until **Thursday, February 11, 2021** at **2:00 PM**, at which time the bids will be publicly opened and read aloud.

The envelope containing the bid must be sealed, addressed and designated as: Bid for **"BID, AIRPORT CRACK SEALING/REPAIR PROJECT"**, AIP Project No. **3-23-0039-XX-2021** at Presque Isle International Airport, Presque Isle, Maine.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 120 days after the actual date of the opening thereof.

2. DESCRIPTION OF WORK

The cracks consist of new cracks (i.e., ones devoid of any sealant) and cracks that have previously been sealed and have failure of the sealant. Approximately 110 gallons of sealant are estimated to be required to fill the new cracks. Approximately 1050 gallons of sealant are estimated to be required to fill the failed cracks..

3. PREPARATION OF BID

Each bid must be submitted on the prescribed proposal form and must be accompanied by CERTIFICATIONS OF BIDDER REQUIRED BY FAA, included herein immediately following the proposal.

Each bid must be prepared in strict accordance with the requirements of Section 20 of the General Provisions of these Specifications.

4. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract:

- a. Must be acceptable to the Owner and the Federal Aviation Administration, and
- b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity. Approval of the Proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence complied with any reporting requirements to which it is or was subject. Although the Bidder is not required to attach such Certification by proposed subcontractors to his bid, the Bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. BIDDER'S QUALIFICATIONS

In compliance with the applicable subsection of Section 20 of the General Provisions, each Bidder shall submit his qualifications to the Owner on the form provided hereinafter entitled, "Statement of Bidder's Qualifications". The form must be delivered to the Owner prior to or with the bid. The Owner reserves the right to reject the bid of any Bidder who has failed to so submit his qualifications.

6. TELEGRAPHIC MODIFICATION

Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, providing such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or any other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two working days after the closing time, no consideration will be given to the telegraphic modification.

7. PROPOSAL GUARANTY BID SECURITY

~~Each bid is required to be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the form of bid bond included in the Contract Documents, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. The bid bond shall be executed or countersigned for the surety by a person who is resident in the State of Maine and who has current power of attorney for the surety.~~

~~The bid security will be returned to all except the two lowest Bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made within 90 days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.~~

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to complete work on or before June 12th, 2021 and to fully complete the project within the 10 working days. Credit will be given for days lost for weather consideration. Bidder must agree to pay to the Owner as liquidated damages the sum of \$500.00 for each and every contract day, that the work remains incomplete, as well as Engineering costs, beyond the above specified time as provided in Section 6 of the Supplemental General Provisions.

9. SECURITY FOR FAITHFUL PERFORMANCE (N/A)

~~Simultaneously with his delivery of the executed Contract, the successful Bidder is required to furnish surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this Contract, as specified in the General Provisions included herein. The bonds shall be of the form provided hereinafter and shall be executed by surety acceptable to the Owner and licensed to do business in the State of Maine. The bonds shall be executed by or countersigned by an agent for surety resident in the State of Maine, said agent to have current power of attorney for the surety. Each bond shall be in the amount of 100% of Contract awarded.~~

10. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to Presque Isle International Airport c/o [Scott Wardwell, 650 Airport Drive, Presque Isle, ME 04769](mailto:scottw@flypresqueisle.com), fax number (207) 764-2551, email scottw@flypresqueisle.com, and to be given consideration, must be received at least five (5) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed by certified mail or emailed with return receipt requested to all prospective bidders (at the respective street address or email address furnished for such purposes), not later than two (2) working days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. POWER OF ATTORNEY

~~Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.~~

12. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. EXECUTION OF CONTRACTS

The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the Owner and return them to the Office of the Owner (with the required contract bonds) within 10 calendar days after the Contract is mailed

14. APPROVAL OF CONTRACT

Approval of the Contract shall be in accordance with Section 30-07 of the General Provisions. No Contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

15. FAILURE TO EXECUTE CONTRACT

Failure of a Bidder to comply with any of the requirements of the proposal, failure to execute the Contract within 10 days after mailing, as specified, or failure to furnish contract bonds as required shall be just cause for the annulment of the award. ~~In the event of such annulment of the award, the amount of bid security shall become the property of the Owner, not as a penalty but as fixed and agreed liquidated damages.~~ Award may then be made to the next best qualified Bidder, or the work re-advertised, or otherwise handled as the Owner may elect.

16. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- a. Inspection of work.

Presque Isle Region Airport
A.I.P. No. 3-23-0039-XX-2021

Information for Bidders

- b. Insurance requirements.
- c. Wage rates.
- d. Scheduling the contract work.
- e. Liquidated damages for failure to complete the various portions of the work within the specified times.

17. EMPLOYMENT OF WOMEN

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

18. EQUAL EMPLOYMENT OPPORTUNITY

- a. Each Bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCC, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the Contract and other nonfederally involved contracts in the area geographically defused in the plan.
- b. The proposed Contract is under and subject to Executive Order 11246 of September 26, 1965, as amended, and to the equal opportunity clause; and
- c. The successful Bidder will be required to submit a Certification for Nonsegregated Facilities prior to award of the Contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the Specifications.
- d. When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the sponsor, or the Director of OFCC requests.
- e. A Bidder must indicate whether he has previously had a contract subject to the equal opportunity clause, whether he has filed all report forms required in such contract, and if not, compliance report Standard Form (SF 100) must be submitted with his bid.
- f. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the bidding documents of Specifications and are available for inspection at the Presque Isle City Hall, Presque Isle, Maine.
- g. Contractors and subcontractors may satisfy EEO requirements of paragraph 2 of the EEO contract clause by stating in all solicitations or advertisements for employees that:

"All qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin."

or by using a single advertisement in which appears in clearly distinguished type, the phrase:

"an equal opportunity employer."

- h. A contractor having 50 or more employees and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days for Contract commencement, be required to develop a written affirmative action compliance program for each of its establishments (state and local governments are exempt).

19. FUNDING COMMITMENTS, ENVIRONMENTAL CONSIDERATIONS, AND PROPOSAL FORMAT

The Owner has not received a full commitment of federal funds to complete the envisioned work. A decision on the availability of federal funds for the total project will be finalized prior to the contract award expiration period. Therefore, the contract as awarded will be contingent on the commitment of federal funding.

~~This project is currently under environmental regulatory review, and construction shall not commence until approval is received by the Maine Department of Environmental Protection (MDEP). The project is subject to all conditions stipulated by the MDEP approved conditions, and the Contractor shall comply with all permit requirements.~~

The Owner also reserves the right to waive any informalities, negotiate with bidders, or reject any bids if he feels it in his best interest.

20. CERTIFICATION OF BIDDERS. REQUIRED SUBMISSIONS

Attention is directed to the Certifications in the Form for General Bid and Special Provisions which are required to be submitted with all bids.

21. BUY AMERICAN PREFERENCES

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

GENERAL BIDDER'S SUBMISSION CHECKLIST

- ☐ FORM FOR GENERAL BID
- ☐ GENERAL BID SCHEDULE OF PRICES
- ☐ REQUIRED EQUAL OPPORTUNITY STATEMENTS
- ☐ INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER
- ☐ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
- ☐ FORM OF PROPOSAL GUARANTY (BID BOND)
- ☐ BUY AMERICAN CERTIFICATION
- ☐ STATEMENT OF QUALIFICATIONS
- ☐ ANTICIPATED SUBCONTRACTS
- ☐ CERTIFICATION OF NONSEGREGATED FACILITIES
- ☐ CITY OF PRESQUE ISLE AFFIRMATIVE ACTION
- ☐ MeDOT CONTRACTOR'S DBE/SUBCONTRACTOR PROPOSED UTILIZATION FORM
- ☐ CONTRACTOR CERTIFICATION
- ☐ DISCLOSURE OF LOBBING ACTIVITIES
- ☐ *DUPLICATE COMPLETE PROPOSAL FORMS*

**FORM FOR GENERAL BID
(BID PROPOSAL FORM)**

PRESQUE ISLE REGIONAL AIRPORT

Crack Sealing/Repair Project

AIP No. 3-23-0039-XX-2021

DATE: _____

TO: **THE AWARDING AUTHORITY
CITY OF PRESQUE ISLE, MAINE**

**CITY CLERK'S OFFICE
CITY HALL
12 SECOND STREET
PRESQUE ISLE, MAINE 04769**

- A) *The Undersigned proposes to furnish all labor and materials required for the project titled **PAVEMENT CRACK SEALING/REPAIR**, located at the Presque Isle International Airport in accordance with the accompanying plans and specifications prepared by the Presque Isle International Airport (Engineer), for the contract price specified below, subject to additions and deductions according to the terms of the Specifications. It shall be understood that the Owner is the sole judge as to acceptance of the bids and award of the Contract.*
- B) This bid includes Addenda numbered: _____
(***contractor must acknowledge receipt of all addenda that are issued. ***)
- C) The proposed contract price for the **Bid** is as follows (spelled out and in numbers). In the event of a discrepancy between the written and numeric prices, the written prices shall prevail.

Total Base Bid:

_____ Dollars
(\$ _____)

- D) The undersigned agrees that, if he/she is selected as General Contractor, he/she will, within five (5) consecutive calendar days, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this Bid, ~~and furnish a Performance Bond, and also a Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the State of Maine and satisfactory to the Awarding Authority, and each in the sum of the contract price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.~~

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that will comply fully with all laws and regulations applicable to awards made subject to Maine Statutes.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the

word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the State of Maine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned hereby certifies, under penalty of perjury, that the said undersigned has paid all State Taxes (Income Taxes, Unemployment Taxes, Excise Taxes, Real Estate Taxes, etc.) due in compliance with the Tax Laws of the State of Maine.

- E) **Time of Completion:** The bidder agrees that the construction contract performance period shall extend ~~from the Notice to Proceed through one hundred forty (140) calendar days~~ no more than 10 working days and must be completed no later than June 12th, 2021. The Contractor is further advised to review the General Provisions, Technical Specification M-001, and the contract drawings for additional requirements regarding completion of specific phases of construction.

Since time is of the essence of this contract, the undersigned further agrees the work embraced in this contract shall be completed within the specified contract time as defined in paragraphs Nos. 10-15, 80-07, and 80-08 of the General Provisions or as amended herein.

The undersigned agrees that this proposal may not be withdrawn for a period of 120 days from the opening thereof.

In submitting this Proposal, it is understood that the right is reserved by the Awarding Authority to waive any informality in, or to reject any or all bids.

Date: _____

Name of General Bidder: _____

By: _____
(Authorized Signature)

(Title)

Business Address of Bidder: _____

Town/State/Zip: _____ Telephone #: _____

Note: If the bidder is a corporation, indicate the State of Incorporation under the signature and affix the Corporate seal; if a partnership, give full names and residential address if different from the business address.

**NORTHERN MAINE REGIONAL AIRPORT
RECONSTRUCT GENERAL AVIATION RAMP**

AIP No. 3-23-0039-XX-2021

GENERAL BID SCHEDULE OF PRICES

BASE BID

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
P101-5.2 Type 1A	110 Gallons <u>(note: bid price is per Gallon)</u>	Repair of cracks free of sealant for the unit price per Gallon of: _____dollars and _____ cents.				
P101-5.2 Type 1B	1050 Gallons <u>(note: bid price is per Gallon)</u>	Repair of cracks with failed sealant for the unit price per Gallon of: _____dollars and _____ cents.				

Total Bid for the estimated 1160 gallons:

_____ Dollars and _____ Cents (\$ _____)

Please also enter the total Base Bid amount on the summary Page P-2.

The Owner reserves the right to delete any item of work in whole or in part, in order to meet the available funding.

Amounts are to be shown in both words and figures. In case of Discrepancy, the amount shown in words will govern.

The above unit process shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

REQUIRED EQUAL OPPORTUNITY STATEMENTS

1. Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor has participated in a previous contract subject to Executive Orders 10925, 11114 or 11246 and has not filed a report due under the applicable filing requirements, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the director, OFCC.
2. To effectuate these requirements, the Bidder shall complete and sign the following statement by checking the appropriate boxes. The Bidder must have properly completed these statements to be considered an eligible Bidder.

The Bidder has ____ has not ____ participated in a previous contract subject to this equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representatives indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of the contract.

BIDDER'S NAME _____

ADDRESS _____

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER

IRS EIN: _____

Name and Title of Signer

Signature

Date

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The bidder certifies, by submission of this proposal, or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Name and Title

Signature

Date

FORM OF PROPOSAL GUARANTY (BID BOND)

KNOWN ALL MEN/WOMEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal and _____

as Surety, are hereby held and firmly bound unto the City of Presque Isle, Maine, hereinafter called the
"City" in the penal sum of _____ dollars

(\$ _____) for payment of which sum, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City
a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for:

Airport Improvements to include:

Reconstruct General Aviation Ramp

A.I.P. Project No. 3-23-0039-42-2014

NOW, THEREFORE,

- (a) — If said Proposal shall be rejected, or in the alternate,
- (b) — If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract Agreement attached hereto and shall execute and deliver Performance Bond and Payment Bond in the Forms attached hereto, all properly completed in accordance with said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

~~The Surety, for value received stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Board may accept such Proposal; and said Surety does hereby waive notice of any extension.~~

~~IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each incorporated party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.~~

Principal

By _____ SEAL

Surety

Attest:

By _____ SEAL

Attorney In Fact

Attest:

Attest:

~~(Accompany this bond with Attorney In Fact's authority from the Surety to execute bond, certified to include the date of the bond.)~~

**BUY AMERICAN – STEEL AND MANUFACTURER’S PRODUCTS
(JAN 1991)**

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to deliver only domestic steel and manufactured products, except those:

1. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
3. that inclusion of domestic material will increase the cost of the overall project Contract by more than 25 percent.

BUY AMERICAN CERTIFICATE (JAN 1991)

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

Offerors may obtain from City of Presque Isle, Maine lists of articles, materials, and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

BUY AMERICAN CERTIFICATION (JAN 1991)

One of the following two boxes must be checked for this Certification to be valid:

- ☐ The total of the items that are being proposed in this bid **meet** the definition of American made steel and manufactured products as defined in section (a) of the attached section entitled "BUY AMERICAN – STEEL AND MANUFACTURER'S PRODUCTS - (JAN 1991)".
- ☐ The total of the items that are being proposed in this bid **do not meet** the definition of American made steel and manufactured products as defined in section (a) of the attached section entitled "BUY AMERICAN – STEEL AND MANUFACTURER'S PRODUCTS - (JAN 1991)".

Dated at _____ this _____ day of _____, 2014.

Name of Bidder: _____

By: _____

Title: _____

State of _____ ss.

County of _____

Being duly sworn, deposes and says that he/she is _____
(Title)

of _____ and that the answers to the foregoing
(name of organization)

questions and statements contained therein are true and correct.

Sworn to before me this _____ day of _____ 2014.

My commission expires: _____

Notary Public

In the event that the information provided in this certification proves to be false or in error thus invalidating the bid, the offeror agrees to forfeit to the Owner as liquidated damages his/her bid deposit.

The undersigned acknowledges the requirements of the proposed project and certifies that their company has the resources available and ready to complete the project as scheduled.

Dated at _____ this
day of _____, 2014.

Name of Bidder: _____

By: _____

Title: _____

State of _____ .

County of _____

Being duly sworn, deposes and says that he/she is

(Title)

of _____ and that the answers to the
(name of organization)

foregoing questions and statements contained therein are true and correct.

Sworn to before me this _____ day of
_____ 2014.

My commission expires: _____

Notary Public

END OF STATEMENT OF QUALIFICATIONS

ANTICIPATED SUBCONTRACTS

Type of Work to be Sublet _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

Type of Work to be Sublet _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

Type of Work to be Sublet _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

Statement of Qualifications: The Contractor may be required to submit a statement of the subcontractor's qualifications and shall obtain written permission from the Sponsor prior to the actual subletting or assignment of any portion of the contract as per Section 80-01 of the General Provisions.

Bidder _____

By _____

Title _____

NOTE: Contractor may copy this page as necessary to include *all* subcontractors.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Federally-assisted construction contractor certifies that he/she does not maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Federally-assisted construction contractor certifies that he/she will not maintain or provide, for his/her employees, segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Federally assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

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

By _____

Date _____

Title _____

**CITY OF PRESQUE ISLE
MAINE**

VIII. AFFIRMATIVE ACTION

Notice is hereby given that, with respect to both employment and provision of services, the undersigned provider intends to comply with the Affirmative Action/Equal Opportunity requirements and principles of all applicable Federal and State laws, including, but not limited to: Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990 (as amended), federal Executive Order 11375; Section 504 of the Federal Rehabilitation Act of 1973 (as amended), the Equal Pay Act of 1963 (as amended), the Age Discrimination in Employment Act of 1967 (as amended) and MRSA Title 5, Chapter 65.

The undersigned provider is aware that if its organization is the recipient of contracts with the state totaling \$50,000 or more, it must have an Affirmative Action/Equal Opportunity Plan that meets Federal and State requirements. The Provider certifies by its Officer's signature below that it has and will comply with the purpose of assuring legally required equal opportunity and affirmative action in regards to its employment and service practices.

Provider / Contractor Name / Title (Print or Type)

Date

Signature

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with your bid on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations. **See Appendix A of 49 CFR Part 26 for examples of good faith efforts.**

Bidders shall submit the following information within 5 calendar days of being notified that they are the successful bidders, but before the contract is executed:

1. The names and addresses of DBE firms that will participate in the contract
2. A description of the work that each DBE will perform
3. The dollar amount of the participation of each DBE firm
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment
6. If the contract goal is not met, evidence of good faith efforts.
7. Confirmation that the firms to be used are registered as DBE firms with MDOT.

____ Revision # _____

**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR
PROPOSED UTILIZATION FORM**

All Bidders must furnish this form with their bid on Bid Opening day

Contractor: _____ **Telephone:** _____ **Ext.** _____

Contact Person: _____ **Fax:** _____

E-mail: _____

BID PRICE: \$ _____ **BID DATE:** ____/____/____

FEDERAL PROJECT PIN # _____ **PROJECT LOCATION:** _____

TOTAL ANTICIPATED DBE _____% PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost per Unit/Item	Actual \$ Value
Subcontractor Total >							
DBE Total >							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT
BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

cc: ☐ Contracts ☐ Other _____

For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.maine.gov/mdot>

Rev. 10/10

CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor's Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorized Signature

Printed Name

Date

Title: _____ Telephone: _____

Fax: _____ Email: _____

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Contractor Authorized Signature

Printed Name

Date

Title _____ Telephone: _____

Fax: _____ Email: _____

CONTRACT DOCUMENTS

SUCCESSFUL BIDDER'S FORMS

for

Pavement Crack Sealing/Repair

AIP No. 3-23-0039-XX-2020

at the

**NORTHERN MAINE REGIONAL AIRPORT
PRESQUE ISLE, MAINE**

~~Performance Bond~~

~~Payment Bond~~

~~Maintenance Bond~~

Notice of Award

Notice to Proceed

Contract Agreement

Contractor's Guarantee

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____

as Principal, and _____

_____ a corporation organized and existing under and by virtue of the laws of the State of _____

and duly authorized to transact business in the State of Maine, as Surety, are held and firmly bound unto the City of Presque Isle, Maine hereinafter referred to as the City, in the penal sum of _____ dollars

_____ (100 percent of Contract Value)

(\$ _____), lawful money of the United States of America, for the payment of which well and truly to be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the said Principal has entered into a written contract with the City of Presque Isle, Maine, for improvements to the Northern Maine Regional Airport, under AIP No. 3-23-0039-42-2014, Bid items in conformity with the drawings, plans, general conditions, and specifications prepared by HNTB Corporation, 31 Saint James Ave, Boston MA 02116, which contract, drawings, plans, general conditions, and specifications are hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which contract the said Principal has contracted to perform the work specified in said contract in accordance with the terms hereof;

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the above bonded Principal shall well, truly, and faithfully perform said contract and any alterations in and additions thereto and comply with all of the terms and provisions thereof except that no change will be made which increases the total contract price by more than 25 percent in excess of the original contract price without notice to the Surety, then this obligation to be void, otherwise to remain in full force and virtue, and comply; and shall fully indemnify and save harmless the Board from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Principal, his/her agents, or employees with relation to said work; and shall fully reimburse and repay to the Board all costs, damages, and expenses which they may incur in making good any default based upon the failure of the Principal to fulfill his/her obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the specification contained herein then this obligation shall be null and void, otherwise it shall remain in full force and effect.

~~Further conditions of the foregoing obligations are such that the Principal and Surety will guarantee the work performed under this contract against defects in workmanship performed by the Principal and all defects in materials furnished by him which appear within a period of one calendar year after the final acceptance of the work by the Board. Under this guarantee, the Principal and Surety shall repair or replace all defective workmanship and material provided by the Principal appearing within one year after the completion and acceptance of the work, at no cost to the Board.~~

~~PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work, or the specifications.~~

IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at _____,
this ____ day of _____ 2014, A.D.

Principal (Contractor)

By: _____

Attest: _____

(Surety)

By: _____

Attest: _____

_____(SEAL)

~~(Accompany this bond with Attorney-In-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)~~

PAYMENT BOND

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____

as Principal, and _____

a corporation organized and existing under and by virtue of the laws of the State of _____

and duly authorized to transact business in the State of Maine, as Surety, are held and firmly bound unto the City of Presque Isle, Maine hereinafter referred to as the City, in the penal sum of _____ dollars

(100 percent of Contract Value)

(\$ _____), lawful money of the United States of America, for the payment of which well and truly to be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the said Principal has entered into a written contract with the City of Presque Isle, Maine, for improvements to the Northern Maine Regional Airport, under AIP No. 3-23-0039-42-2014, Bid items in conformity with the drawings, plans, general conditions, and specifications prepared by HNTB Corporation, 31 Saint James Ave, Boston, MA 02116 which contract, drawings, plans, general conditions, and specifications are hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which contract the said Principal has contracted to perform the work specified in said contract in accordance with the terms hereof;

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the above Principal shall well, truly, and faithfully satisfy all claims and demands incurred by the Principal in the performance of said contract and any additions thereto, except that no change will be made which increases the total contract price by more than 25 percent in excess of the original contract price without notice to the Surety, then this obligation to be void, otherwise to remain in full force and virtue, and comply; and shall satisfy all claims and demands incurred in the performance of said contract and shall fully indemnify and save harmless the Board from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Principal, his/her agents, or employees with relation to said work; and shall fully reimburse and repay to the Board all costs, damages, and expenses which they may incur in making good any default based upon the failure of the Principal to fulfill his/her obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the specification contained herein and a condition of this bond shall be that the

Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or his/her subcontractors with labor and materials used or performed in the prosecution of work provided for in the above contract, and that the undersigned will indemnify and save harmless the Board for the extent of any and all payments in connection with the carrying out of such contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if the said Contractor fails to fully pay for any labor, materials, team hire, sustenance, provision, provender, gasoline, lubricating oils, fuels, oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or his/her subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount as provided by law.

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work, or the specifications.

IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals
at _____, this ____ of _____, 2014, A.D.

Principal (Contractor)

By: _____

Attest: _____

(Surety)

By: _____

Attest: _____

(SEAL)

NOTE: The date of Bond must not be prior to date of Contract. If the contractor is a Partnership, then all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

~~(Accompany this bond with Attorney In Fact's authority from the Surety to execute bond, certified to include the date of the bond.)~~

~~MAINTENANCE BOND~~

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____

as Principal, and _____

a corporation organized and existing under and by virtue of the laws of the State of _____

and duly authorized to transact business in the State of Maine, as Surety, are held and firmly bound unto the City of Presque Isle, Maine hereinafter referred to as the City, in the penal sum of _____

_____ dollars

_____ (100 percent of Contract Value)

(\$ _____), lawful money of the United States of America, for the payment of which well and truly to be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS, the said Principal has entered into a written contract with the City of Presque Isle, Maine, for improvements to the Northern Maine Regional Airport, under ~~AIP No. 3-23-0039-42-2014~~, Bid items in conformity with the drawings, plans, general conditions, and specifications prepared by HNTB Corporation, 31 Saint James Ave, Boston, MA 02116 which contract, drawings, plans, general conditions, and specifications are hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which contract the said Principal has contracted to perform the work specified in said contract in accordance with the terms hereof;

— ~~NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION~~ are such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final acceptance and execution and termination dates of the Contractor's Guaranty of the work provided for in the Contract, then this obligation to be void; otherwise to remain in force and effect.

— ~~PROVIDED, HOWEVER,~~ that the City shall give Contractor and Surety notice of observed defects with reasonable promptness.

~~IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at~~
~~_____~~

this ____ day of _____ 2014, A.D.

Principal (Contractor)

By: _____

Attest: _____

(Surety)

By: _____

Attest: _____

_____(SEAL)

~~(Accompany this bond with Attorney In Fact's authority from the Surety to execute bond, certified to include the date of the bond.)~~

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION

**PAVEMENT CRACK SEALING/REPAIR
PRESQUE ISLE INTERNATIONAL AIRPORT
PRESQUE ISLE, MAINE
AIP No. 3-23-0039-XX-2021**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required ~~CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND~~ and Certificates of Insurance within five (5) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your ~~BID BOND~~. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 2021
Presque Isle International AIRPORT

Scott Wardwell
Airport Director

ACCEPTANCE OF NOTICE

by _____ this _____ day of _____, 2021

By: _____

Title: _____

NOTICE TO PROCEED

Date: _____

TO: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____, 2021, for the project titled,

**PAVEMENT CRACK SEALING/REPAIR
PRESQUE ISLE INTERNATIONAL AIRPORT
PRESQUE ISLE, MAINE
AIP No. 3-23-0039-XX-2021**

in accordance with the Contract Documents and your Proposal, the Contractor must complete all work by August 2nd, 2019.

PRESQUE ISLE INTERNATIONAL AIRPORT

Scott Wardwell
Airport Director

ACCEPTANCE OF NOTICE

by _____ this _____ day of _____, 2021

By: _____

Title: _____

CONTRACT AGREEMENT

KNOW ALL MEN/WOMEN BY THESE PRESENTS of this agreement entered into this
, by and between the City of Presque Isle, Maine, a body politic and
corporate, hereinafter referred to as the "Owner", and
hereinafter referred to as the "Contractor".

WITNESS

WHEREAS, the Owner did advertise by bid for:

Airport Improvements to Include:

PAVEMENT CRACK SEALING/REPAIR
Presque Isle, Maine

A.I.P. Project No. 3-23-0039-XX-2021

WHEREAS, the Contractor did under date of _____ submit a bid for such work; and

WHEREAS, after due consideration of all the bids, the Owner did award the Contract to
the Contractor.

NOW THEREFORE, in consideration of the mutual promises made by each party to the
other, the parties covenant and agree as follows:

1. The Contractor will furnish all labor, materials, fixtures, supplies, equipment, and
transportation and will perform all work required for the construction and completion of:

PAVEMENT CRACK SEALING/REPAIR

at the
Presque Isle International Airport
Presque Isle, Maine
A.I.P. Project No. 3-23-0039-XX-2021

All work shall be performed in strict conformance with the provisions of this Agreement, the

Invitation for Bids, the Contractor's Proposal, General Provisions, Plans, and Technical Specifications
(hereinafter referred to as "Contract Documents") which are attached hereto and shall be considered as
a part of this Agreement.

The restatement in this Contract of any of the terms of said Contract Documents and Standard
Specifications shall not be deemed to waive any terms not so restated.

Presque Isle International Airport
A.I.P. No. 3-23-0039-XX-2021

Successful Bidder's Forms

2. It is agreed that the unit bid price of _____ per gallon for TYPE 1A-routed cracks and _____ per gallon for TYPE 1B-failed cracks will be used as the basis for determining the amount due under this Contract Agreement ~~and for establishing the amount of the required Contract Performance Surety Bond, and Contract Payment Bond,~~ and that the amount due under this Agreement so determined is

(\$ hereinafter referred to as the Contract Price.

The Owner shall have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the Contractor. The Owner will pay for the work performed and the materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the unit prices specified in the "Schedule of Prices" section of the Contractor's Proposal.

3. a) ~~Contractor will supply the Owner with a Contract Performance Surety Bond in the amount of the Contract Price, guaranteeing one hundred percent performance of this Contract, free and clear of any and all liens, attachments and encumbrances.~~

b) ~~Contractor will supply the Owner with a Contract Payment Surety Bond in the amount of the Contract Price guaranteeing payment in full for all labor and materials used or required in connection with the work set forth in this Contract Agreement.~~

4. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers and employees, from and against all claims, damages, losses, and expenses, arising out of or resulting from the performance of this Contract; provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom; and (2) is caused in whole or in part by any negligence, act, or omission of the Contractor, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the Owner, its officers or employees.

5. Contractor shall procure and affix to this page an insurance certificate as evidence to the Owner of Public Liability Insurance and Automobile Liability Insurance coverage in amounts not less than \$500,000 per person, \$1,000,000 per occurrence for bodily injury, death, and property damage, protecting the Contractor and the Owner from such claims; and also Workers' Compensation Insurance coverage. Insurance shall include as named insured the Owner, the Northern Maine Regional Airport and its employees.

6. Upon receipt of executed contracts, bonds, and insurance as required, the Owner will promptly send a "Notice to Proceed" to the Contractor. The Contractor agrees to perform no work under this Agreement until he receives said Notice and to complete the work within the allotted contract time. The time set for such completion may be extended only by the written consent of the Owner or his/her authorized representative, hereinafter jointly referred to as the "Responsible City Official."

7. It is agreed that the Owner shall deduct as liquidated damages, from any moneys due or which may become due the Contractor for-work performed, an amount of Five Hundred Dollars

(\$500.00) per calendar day for each day that the work shall remain uncompleted after the time specified for completion of the work.

8. Contractor will perform the work to the satisfaction of the Responsible City Official who shall have the right of inspection at all times, and whose approval and acceptance of the work shall be a condition precedent to payments by the Owner under this Contract.

9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the Responsible City Official shall be final and binding.

10. ~~Prior to the final payment, the Contractor shall supply the Owner with a "Maintenance Bond" for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom which shall appear within a period of one (1) year from date of final acceptance of the work provided for in this Agreement. The Maintenance Bond shall be for an amount equal to five percent (5%) of the value of the completed Contract. Lien waivers shall also be provided for both the contractor and any and all subcontractors prior to final payment.~~

11. The Owner may terminate this Contract for cause by Written Notice to the Contractor. In the event of such termination, Contractor shall not be entitled to any further payment under this Contract from the date of receipt of said Notice.

12. The Owner shall have the right to terminate this Contract at any time for its convenience on ten (10) days' prior Written Notice to Contractor. If Contract is terminated by the City for convenience, the Owner shall pay Contractor for all work performed and all materials purchased prior to the receipt of such Notice.

13. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

14. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from the City of Presque Isle. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Presque Isle. This clause applies to both DBE and non-DBE subcontractors.

IN WITNESS WHEREOF, the said City of Presque Isle, Maine has caused this Contract to be signed and sealed in its corporate name by its City Manager, respectively, being duly authorized, and

_____ has caused this Contract to be signed and sealed in its corporate name by _____ Martin Puckett _____, its _____, being duly authorized, the day and year first written above at _____.

OWNER: City of Presque Isle

By: _____

Name: Martin Puckett

Title: City Manager

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

(SEAL)

CONTRACTOR'S GUARANTEE

WHEREAS _____
(Contractor)

OF _____
(Address)

herein called "the Contractor" has completed construction of the following project:

City : _____ Presque Isle, Maine _____

Address of City: _____ 12 Second Street, Presque Isle, Maine _____

Title of Project:—

**RECONSTRUCT GENERAL AVIATION RAMP
NORTHERN MAINE REGIONAL AIRPORT
PRESQUE ISLE, MAINE
AIP No. 3-23-0039-42-2014**

Location: _____ Northern Maine Regional Airport, Presque Isle, ME _____

Date of Completion: _____

Date Guarantee Expires: _____

Whereas, at the inception of such work the Contractor agreed to guarantee the construction, through the executed Maintenance Bond, against faulty materials or workmanship for a limited period and subject to the conditions set forth:

Now, therefore, the Contractor hereby guarantees, subject to the conditions herein set forth, that during a period of one (1) year from the date of completion of said construction, it will, at its own cost and expense, following receipt of written notice, make or cause to be made such repairs to said construction resulting solely from faulty construction or defects in materials or workmanship applied by or through the Contractor as may be necessary to maintain the construction in defect free condition.

This guarantee is made subject to the following conditions:

1. ~~Specifically excluded from this guarantee is any and all damage caused by the following: lightning, windstorm greater than 125 mph, hailstorm or other acts of God; or fire. If the construction is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.~~

2. ~~This guarantee shall not be, or become, effective unless and until the Contractor has been paid in full for all of his/her work.~~

3. ~~This guarantee runs in favor of the City of Presque Isle only and is not transferable.~~

4. ~~Additional Conditions: This Contractor Warranty is in Addition to all other legal and specified Warranties and Guarantees required on the project's Contract Documents for materials, systems and performance of the manufacturer or supplier.~~

In Witness Whereof, this instrument has been duly executed this

_____ day of _____, 2014

_____ Company Name

By: _____
Authorized Signature

(Seal)

Title: _____

NOTE: ~~Form shall bear seal if Contractor is a Corporation.~~

DIVISION I – 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 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area 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. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

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 plans, 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, shall 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: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, 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 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-19 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.

10-20 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.

10-21 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/her duly authorized representative.

10-22 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.

10-23 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer 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.

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 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.

10-28 MAINTENANCE BOND. A bond of 5% of the value of the completed project supplied to the City for faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work.

10-29 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 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-30 MALSR. Medium Intensity Lighting System with Runway Alignment Indicator Lights.

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

10-32 MDOT. The Maine Department of Transportation, Office of Passenger Transportation, or any of its authorized representatives.

10-33 NOTICE TO PROCEED. 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.

10-34 OWNER (SPONSOR). The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term “sponsor” shall have the same meaning as the term “Owner.” Where the term “Owner” is capitalized in this document, it shall mean airport owner or sponsor only.

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/her surety as a guaranty that he 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/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

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 plans and specifications.

10-41 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/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 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.

10-45 SUBGRADE. The soil that forms the pavement foundation.

10-46 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.

10-47 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 percent, 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.

10-48 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-49 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 or aircraft parking areas.

10-50 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-51 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 6 hours toward completion of the contract when work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). For AIP contracts, the advertisement will conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of Part 152 of the Federal Aviation Regulations applicable to the particular contract being advertised.

The advertisement can be found in the BIDDING REQUIREMENTS section of these specifications on Page A-1.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/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/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 Contractor'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/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 his/her (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 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 hereinbefore specified.

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 plans 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. Contractor default under previous contracts with the Owner.

d. Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans specifications, and contract forms. 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 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, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/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 he proposes to do 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 his/her proposal correctly and in ink. If the proposal is made by an individual, his/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/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 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.

20-09 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.

20-10 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 before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 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 telegram 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.

20-12 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.

20-13 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 titled ISSUANCE OF PROPOSAL FORMS of this section.

20-14 ACCEPTANCE BY FAA. No work will be performed under this contract until approval and funding has been received from the FAA.

END OF SECTION 20

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 titled **IRREGULAR PROPOSALS** of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 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 **120** 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.

No award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

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 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 hereinbefore specified in the subsection 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 contracts bonds as specified in the subsection 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.~~

~~If at any time the Owner, for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bond, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.~~

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

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 titled REQUIREMENTS OF CONTRACT BONDS 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 plans, 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 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent 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 percent 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.

In the event that the quantity of any item of Work as so which a unit price (or prices) is applicable is increased or decreased by an alteration in the work, the contractor shall perform such item of work as altered at the contract unit price or prices. Payment for any other alteration in the Work shall be made on a cost-plus or force account basis in accordance with the provisions of PAYMENT FOR EXTRA WORK. An appropriate credit or deduction shall be made with respect to any portion of the work which is no longer to be performed as a result of an alteration, deletion and/or omission. In the event that the alteration deletion and/or omission shall diminish the cost of the Work, no allowance will be made for anticipated profits and a credit to the Owner shall be computed in the same manner as payment for extra work stated under PAYMENT FOR EXTRA WORK.

The Engineer may at any time in writing request the Contractor to submit to the Engineer a written proposal indicating the price at which the Contractor would be willing to perform certain alterations in the Work described by the Engineer in his/her request. Upon receipt of such a request by the Engineer shall not be considered a direction in order to perform alterations in the Work, it is a request for a proposal only. If the Contractor and the Owner agree in writing as to the price to

be paid the Contractor for certain alterations in the Work, payment shall be made by the Owner in accordance with the provisions of said agreement.

In the case of any alterations in the work, much of the contract is not necessarily affected by such alterations shall remain in force upon the parties thereto, and such alterations shall be made under the terms of and as part of the Contract, and the security for the performance of the contract shall in no way be invalidated, but shall be held to secure in like manner the performance of the alterations made under the contract and of any extra work done under the provisions of EXTRA WORK.

Should any alterations by the Owner result in a decrease in the amount of work to be performed under this contract, a corresponding decrease in the time allotted for performance of the contract will be made. If the contractor and engineer are not able to agree upon such decrease, the Owner shall in the exercise of his/her independent judgment render a decision in writing as to the appropriate size of such decrease. This decision shall be final and conclusive.

The Contractor shall not start work on any alteration requiring a supplemental agreement until the agreement setting for the agreed price or prices shall be executed by the Owner and Contractor. In the case where an alteration in the Work requires a supplemental agreement, but the Owner and Contractor are not able to agree thereon, the owner reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

If the Contractor, as a result of an order to perform alterations in the work or an order requiring work which the Contractor considers to be alterations in the work, has a claim for additional compensation or otherwise, s/he shall within forty-eight (48) hours after receipt of such an order submit a written notice of such claim to the Engineer.

Whenever an order to perform alterations in the work has been issued, or whenever the Engineer shall direct, order or require work which the Contractor considers to be alterations and as to which s/he has a claim for additional compensation or otherwise, the Contractor shall at the end of each day, submit to the Engineer a daily summary and listings of the types described in EXTRA WORK in connection with extra work claims. Submission by the Contractor of the above notice of claim, daily summaries and listings in the circumstances described above, shall be a condition precedent to allowance of a claim in the work or an order requiring such work which the Contractor considers to be alterations in the work.

At any time or times after the commencement of the work by the Contractor pursuant to (1) a written order to perform alteration in the work or (2) an order, direction or requirement of the Engineer as to which the Contractor has submitted a written notice of claim, as aforesaid, the Engineer may, by written notice, direct the contract to submit to the Engineer within such time as the Engineer shall specify in writing, a (a) written statement of the amount which the Contractor claims is at that time owing for said alterations or claimed alterations and (b) a breakdown or itemized summary showing in detail satisfactory to the Engineer how such amount was computed. If the Contractor and Owner agree in writing as to an amount to be paid the Contractor for such alterations or claimed alterations, payment shall be made by the Owner in accordance with the

provisions of said agreement. If, within a reasonable time (to be determined by the Engineer) after the date the Contractor and Owner have not so agreed in writing, the Engineer shall in the exercise of his/her independent judgment decide in writing what amount, if any, is owing to the Contractor. Copies of any such decision shall be sent to the Contractor and to the Owner.

The decision of the Engineer shall be final and conclusive with respect to all questions that may arise concerning the interpretation and application of the provisions of this Article, the amount of alterations in the work, and the value of alterations in the work; provided, however, that any dispute about revision by the Owner in accordance with the provisions of EXTENSIONS OF TIME. Such decisions of the Engineer may be made by him after completion of the work required by the contract but shall be made before payment of the final estimate by the Owner.

If the Contractor claims that the performance of certain alterations in the work (or work which the Contractor claims to be alterations in the work) will delay the contract completion time, s/he shall, as a condition precedent to the allowance of any such claim, comply with the provisions of EXTENSIONS.

For AIP contracts this subsection should advise the Contractor that all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall 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 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 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, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT 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 hereinbefore defined in the subsection 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.

The Engineer may at any time in writing request the Contractor to submit to the Engineer a written proposal indicating the price at which the contract would be willing to perform certain extra work described by the Engineer in his/her request. Upon receipt of such a request, the Contractor shall prepare and submit such proposal as promptly as possible. Such written request by the Engineer shall not be considered a direction or order to perform extra work; it is a request for a proposal only.

If the Contractor and the Owner agree in writing as to the price to be paid the Contractor for certain extra work ("agreement for extra work"), payment shall be made by the Owner in accordance with the provisions of said agreement.

No extra work shall be performed except pursuant to such a written extra work order or such a written agreement for extra work.

In the absence of any such written extra work order or any such written agreement for extra work, as described above, if the Engineer shall direct, order or require any work which the Contractor claims to be extra, the Contractor shall nevertheless comply therewith, but shall within forty-eight (48) hours after receipt of such direction, order or requirement submit a written notice to Engineer (1) describing the work the Contractor claims to be extra; and (2) stating why s/he claims it to be extra.

Whenever a written extra work order directing the performance of extra work has been issued, or whenever the Engineer shall direct, order or require any work which the Contractor claims to be extra, the Contractor shall at the end of each day submit to the Engineer the following:

- (1.) A daily summary, in writing, on a form approved by the Owner, showing the name and number of each workman employed on such work, the number of hours which s/he is employed thereon, the character of his duties, and the wages to be paid to him.
- (2.) A listing of the number and types of equipment used in the performance of such work, the hours each piece of equipment worked, the identification number of each piece of equipment, and the rental claimed therefore, and

- (3.) A listing showing the amount of character of any extra materials furnished, from whom they were purchased, and the amount to be paid therefore.

The aforesaid requirements with respect to notice, the daily summary and listings are for the purpose of affording to the Engineer an opportunity to verify the Contractor's claim at the time, to cancel promptly (if he desires so to do) such order, direction or requirement, and to keep an accurate record of the materials, as it may deem desirable in light of the Contractor's claims. Accordingly, submission by the Contractor of such notices, daily summaries and listings in the circumstances described above, shall be a condition precedent to allowance of any claim by the Contractor for additional compensation due to extra work. The Engineer shall have no authority to modify or waive, expressly or by implication, the above requirements as to notice, daily summaries and listings, and any action or statements by the Engineer to such effect shall not be binding upon the Owner.

The keeping of costs by the Engineer shall not in any way be construed as proving the validity of the Contractor's claim.

At any time or times after the commencement of work by the Contractor pursuant to (1) a written extra work order of (2) an order, direction or requirement of the Engineer as to which the Contractor has submitted a written notice, as aforesaid, claiming the work to be extra, the Engineer may by written notice direct the Contractor to submit to the Engineer, within such time as the Engineer shall specify in writing (a) a written statement of the amount which the Contractor claims is at that time owing for said extra work or claimed extra work (said amount being computed on a cost-plus or force account basis in accordance with EXTRA WORK hereof) and (b) a breakdown or itemized summary showing in detail satisfactory to the Engineer how such amount was computed. If the Contractor and the Owner agree in writing as to an amount to be paid the Contractor for such extra work or claimed extra work, payment shall be made by the Owner in accordance with the provisions of said agreement. If, within a reasonable time (to be determined by the Engineer) after the date the Contractor submitted or should have submitted the aforesaid statement and breakdown, the Contractor and the Owner have not so agreed in writing, the Engineer shall in the exercise of his independent judgment, decide in writing: (1) with respect to extra work, claimed by the Contractor to be extra, whether such work was or was not extra work; and (2) with respect to extra work, what amount is properly owing to the Contractor. Copies of any such decision shall be sent to the Contractor and to the Owner.

The decision of the Engineer shall be final and conclusive with respect to all questions as to what constitutes extra work, the amount of extra work, and the value of the extra work. Such decisions may be made by the Engineer after completion of the work required by the contract but shall be made before payment of the final estimate by the Owner.

If the Contractor claims that the performance of certain extra work (or work which the Contractor claims to be extra) will delay the contract completion time, s/he shall, as a condition precedent to the allowance of any such claim, comply with the provisions of EXTENSIONS OF TIME.

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
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General Provisions

consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection 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 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her 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.

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, plans, 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 furnish erect, and maintain barricades, warning signs, flagperson, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. 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.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

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 plans, 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.

Existing structures found within the location of the work which are to be replaced or rendered useless by new construction shall be removed by the Contractor at his/her own expense whether or not indicated on the Plans as existing unless otherwise provided in the Plans and Specifications. When such structures are situated so as not to interfere with the work, the removal shall not be undertaken until the new replacement structures are ready for use or until the Engineer shall permit.

All material in existing structures requiring removal shall be removed as directed by the Engineer. Unless otherwise provided, the material from any existing structures may be used temporarily by the Contractor during construction. All discarded material, rubbish, or debris shall be removed from the Work Area and Owner's property and properly disposed of (according to all laws, ordinances, regulation, orders and decrees) at the Contractor's expense. No foreign material or debris shall be permitted to enter a waterway or drainage system.

Except as provided in the subsection 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 utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/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 his/her 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., he 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/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 his/her use of such material so 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/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, plans, or specifications.

40-08 FINAL CLEANING UP. 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. He 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.

40-09 GENERAL GUARANTY. Neither the final certificate of payment nor any provision in the contract nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

40-10 INTERPRETATION OF CONTRACT PLANS AND SPECIFICATIONS. The Contractor shall, at his own proper cost and expense, provide and do everything necessary to prepare for and perform everything required under the conditions and requirements of the contract and hereby agrees that the Engineer shall, in the first instance, be the interpreter of the Specifications and Plans, and all the work contemplated and described therein shall be so done as to satisfy him that its intent is fulfilled. The Engineer shall promptly render impartial decision on all claims of either party against the other and on all other matters governed by this intent, including questions as to the execution and progress of the work, the quality and fitness of materials and workmanship, the suitability of methods and costs and values. The determination and decision of the Engineer shall be final and binding on the Contractor and shall be a condition precedent to the right of the Contractor to receive any money hereunder. The Contractor may appeal the Engineer's decision per the method described in the contract under section 30-11, DISPUTES.

40-11 PROTECTION OF WORK AND PROPERTY – EMERGENCY. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless

such is caused directly by errors contained in the Contract or by the Owner, or the Owner's duly authorized representatives.

In case of an emergency, which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by the Contractor on account of any such emergency action shall be determined in the manner provided in the subsection entitled EXTRA WORK of this section.

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

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her 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 good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (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 plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's 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, plans, 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, plans, and specifications during the Contractor's prosecution 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, after consultation with the FAA, to use good engineering judgment in his/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, plans and specifications.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/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, plans 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, PLANS, AND SPECIFICATIONS. The contract, plans, 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, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. 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 standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

The entire work provided in these technical specifications and on the drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated on the drawings, shall be done and furnished and installed in a manner corresponding with the rest of the work as if the same were particularly described and specifically provided for herein. It is not intended that the drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be necessary to satisfactorily complete any system in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy

each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

The Contractor shall at all times be represented at the site of the work in person or employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be competent and acceptable to the Owner.

The Contractor may authorize his superintendent or other individual to sign for him, and in his name:

- (1.)the schedule of amounts for contract payments;
- (2.)progress schedules;
- (3.)periodic estimates for partial payments and related papers;
- (4.)change orders;

Provided: Prior to the execution of the first of any such documents the Contractor has filed with the Owner, a statement evidencing such authorization and authenticating the signature to be honored shall be submitted to the Owner.

Whenever the Contractor is not present on any part of the Work when it may be desired to give directions, orders will be given by the Engineer and they shall be received and executed by the Superintendent or Foreman including Foreman of Subcontractors who is in charge of the particular work in reference to which the orders are given.

The Contractor shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and materials entering into the Work. S/He shall cooperate in the matter of setting and preserving stakes, benchmarks, etc. for controlling the work.

The Contractor shall so carry on his/her work under the direction of the Engineer that public service corporations or municipal departments may enter on the Work to make changes in their structures or to place new structures and connections therewith without interference, and the Contractor shall have no claim for or on account of any delay which may be due to or result from said work of public service corporations or municipal departments.

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 his/her 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/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 by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/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. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor shall suffer loss or damage on work, the Contractor agrees to settle with such other Contractor or Subcontractors by agreement or arbitration if such other Contractor or Subcontractors will so settle. If such Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

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 his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her 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 prosecution and control of the work contracted for under these specifications.

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

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Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

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 (max.) for the following section locations:

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

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

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

Fence lines at 100 foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor.
(All nails shall be removed after painting)

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 (i.e. paving lane).

NOTE: 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 employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend
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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 plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. 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.

All tests for the Owner shall be performed in such a manner as not to unnecessarily delay the work, and, unless otherwise provided for, shall be made at the expense of the Owner. The contractor shall be charged with any costs of additional tests when the materials or workmanship tested does not meet specifications.

Neither inspection, testing, approval, nor acceptance of the work in whole or in part, by the Owner or its representative shall relieve the Contractor or his Sureties of full responsibility for materials furnished for work performed not in strict accordance with the contract, or any general or special warranties or for responsibility for faulty materials or workmanship.

Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications and shall be final, except as regards latent defects, departures from specific requirements of the contract specifications and drawings, damage or loss in transit, fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part be made at the site.

The Contractor, if requested, shall furnish written information to the Engineer stating the original sources of supply and dates of manufacture of all materials manufactured away from the actual site of the Work. In order to ensure a proper time sequence for required inspection and approval, this information shall be furnished at least two (2) weeks (or as otherwise directed by the Engineer) in advance of the incorporation in the Work of any such materials.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS 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 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 given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, 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 forthwith 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

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concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This 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 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 prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he 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, he may accept it as being completed, 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 completed in accordance with the contract, plans, 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.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he 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 his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Claims for additional compensation for extra work, due to alleged errors in specified locations or descriptions, will not be recognized unless accompanied by certified survey data made prior to the time the original conditions were disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the specifications issued.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications shall be reported to the Owner at once, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Owner.

If, on the basis of the available evidence, the Contracting Officer determines that an adjustment of the contract price or time is justifiable, the procedure shall then be as provided in the provisions of the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40. The decision of the Contracting Officer is final in all questions related to the subsection titled EXTRA WORK of Section 40.

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.

50-17 COMMUNICATIONS. All notices, requests, instructions, approvals, proposals, and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor as stated on the signature page of the Contract or at such other office as he may from time-to-time designate, in writing, to the Owner, or deposited in the United States Postal Service in sealed, postage-prepaid envelope or if delivered with charges prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission to said Department or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

50-18 SHOP OR SPECIAL DRAWINGS. The Contractor shall submit promptly to the Engineer four (4) copies of each shop or special drawing in amplification of the Contract Drawing referred to in this Contract or in furtherance of the specifications before proceeding with the work when such drawings are necessary and requested by the Engineer. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with three (3) corrected copies. Regardless of corrections made in, or approval given to such drawings by the Engineer, the contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer, in writing, of any deviations at the time he furnishes such drawings.

- a. General. The Engineer may require shop drawings and/or samples for any materials or equipment to be furnished or for any construction methods to be employed. No work will be allowed to proceed for which shop drawings or samples have been requested until such drawings or samples have been provided by the Contractor and approved by the Engineer.
- b. Contractor's Responsibilities. All materials and construction shall be in accordance with finally approved shop drawings, materials tests, or the like as required. The purchase of, manufacture, or delivery to the site of any materials before final approval of applicable shop drawings, material tests, etc. will be entirely at the risk of the Contractor.
- **The Contractor shall be solely responsible for the correctness of all shop drawings and for the correct fitting of the members and parts shown on the shop drawings. The Engineer's review and approval shall be only for conformance with the design concepts of the plans and specifications. The Engineer's approval of separate items shall not be taken as an approval of any complete assembly in which the separate items are incorporated.**

It shall be understood that the Engineer's approval of shop drawings does not in any way relieve the Contractor of his sole responsibility for completing all work in strict accordance with the plans and specifications nor of his sole responsibility to see that all parts of the work fit with each other so that the completed work is entirely satisfactory to the Owner and the Engineer.

- c. Submission to Engineer. Before submittal to the Engineer, the Contractor shall check all shop drawings or samples for conformance with the Contract Documents including the plans and specifications, for suitability and satisfactory incorporation in the completed Contract work, and for correct dimensions, ratings and assembly, and shall note legibly on each drawing or sample that he has verified its acceptability and that he approves it. If there are any deviations in the shop drawings or samples from the plans and specifications, the Contractor shall so note legibly on the shop drawings or samples and also inform the Engineer separately in writing of any such deviation. The Contractor shall submit shop drawings and samples in orderly sequence matched to the construction work, with sufficient completeness to enable review, with reasonable promptness, and allowing sufficient time for the Engineer to review them. All shop drawings and samples shall be properly identified as to their location and application in the Contract work and as to their association with various parts of the plans and specifications.

- d. Form of Shop Drawings. Shop drawings may include general, assembly and detail drawings, diagrams, illustrations, material and equipment schedules with manufacturer's name and catalog numbers and description, performance charts, catalog cuts, brochure and such other information and data as is necessary and required by the Engineer for any part of the Contract work.
- e. Resubmittal. If shop drawings or samples are not approved by the Engineer, the Contractor shall correct or make changes as noted and shall resubmit revised shop drawings or new samples until approved by the Engineer.
- f. Shop Drawings Required. The Engineer may require, and the Contractor shall provide, shop drawings giving information on any part of the Contract work, which in the opinion of the Engineer are necessary or desirable to evaluate conformance to the plans and specifications.

50-21 DAMAGE. The Contractor shall be responsible for all damages to persons or property that occur as result of his or her Subcontractor's fault or negligence in connection with the prosecution of the work, and shall be responsible for all materials delivered (including Owner furnished material and equipment delivered to the Contractor unless otherwise specifically provided) and work performed until completion and final acceptance. Upon completion of the Contract, the work shall be delivered complete and undamaged.

50-22 REVIEW BY THE OWNER AND ENGINEER. The Owner and the authorized representatives and Owner agents shall, at all times, have access to and be permitted to observe and review all work materials, equipment, payroll, personnel records, employment conditions, material invoices, contracts, books of account and other relevant data and records.

Duly authorized representatives of the Federal Aviation Administration and/or the State Department of Transportation shall be permitted to inspect and review all work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, books of accounts and other relevant data and records. Further, if required by the above mentioned agencies, or their duly authorized representatives, the Contractor shall provide and maintain and will make available during the construction of the project adequate facilities at the project site for the use of the representatives of the above mentioned agencies to review the project.

It is understood that inspection and review in no way makes the Federal Government or the State a party to the Contract and will in no way interfere with the rights of either party thereunder.

50-23 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS. The Contractor will be furnished additional instructions and detail drawings, if necessary, to carry out the work included in the contract. The drawings enumerated in the General Specifications may be supplemented or superseded by such additional general and/or detail drawings as may be necessary or desirable as the work progresses. Any such additional drawings shall become part of the Contract and shall be as binding upon the parties hereto as if they were enumerated herein.

- The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the
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dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of work.

50-24 RECORD DRAWINGS. A complete set of drawings shall be kept at the job site, shall have all approved changes clearly and accurately marked on them by the Contractor and shall indicate the word "as-built". This set of drawings shall be delivered by the Contractor in good condition to the Engineer at the completion of the work, before the time when the final payment shall be due and payable.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish 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 plans or specifications, the Contractor shall furnish such equipment that is:

- a.** Listed in FAA Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, that is in effect on the date of advertisement; and,
- b.** Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.

The airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection is listed in the appropriate technical specifications included in these 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, tests in accordance with the cited standard methods of ASTM, 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 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/her request. Unless otherwise designated, samples 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 his/her request.

The Contractor shall employ a testing organization to perform all Contractor required 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 printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer 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, he 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/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 his/her 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 he 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, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

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 so as 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 plans, 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.

Materials and equipment shall be progressively delivered to the site so that there will be neither delay in the progress of the Work nor an accumulation of material that is not to be used within a reasonable time. Stockpiling of materials and storage of any construction equipment shall be as far away from the edge of any body of water as is practical, however, in any case, it should not be within 100 feet of wetlands or the edge of any body of water.

Materials shall be stored at the expense of the contractor so as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Engineer, they shall be placed

on wooden platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. The ground and ground water shall be protected by the Contractor in order to avoid contamination, at his/her expense, to the satisfaction of the Engineer. Stored materials shall be located to facilitate prompt inspection.

No hazardous waste or hazardous materials including, but not limited to, petroleum products, chemicals, contaminated soil, demolitions, demolition debris, including any vessels containing such materials, are allowed to be stored on the Airport.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/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, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

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 herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

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.

60-09 WARRANTY OF TITLE. No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to materials, supplies, and equipment installed or incorporated in the work and agrees, upon completion of the work to deliver the premises to the Owner free from any claims, liens, or charges; and further agrees that no persons furnishing any material or labor for any work to be performed under this Contract shall have any right to a lien upon the premises. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing

materials or labor under any bond given by the Contractor for their protection of any rights under law, to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts entered into for such materials. If, at any time before or within ninety (90) days after the whole work herein agreed to be performed has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Owner or other proper person under applicable state law such notice or lien as is described in applicable state law, then and in every case the Owner shall have the right to retain, anything herein contained to the contrary thereof notwithstanding, from the monies under its control or due or to become due under this agreement, so much of such monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice, together with the reasonable costs of any such action or actions brought or that may be brought to enforce such claims on the lien created by the filing of such notice.

The monies so retained shall be retained by the Owner until the lien thereon created by the said laws and filing of said notices shall be discharged pursuant to the provisions of said laws. The Contractor is required to comply with any applicable provision of the laws of the State.

60-10 DOMESTIC PREFERENCE FOR MATERIALS. In the performance of the work covered by this Contract, the Contractor, Subcontractors, materialmen or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies mined, produced, or manufactured, as the case may be, in the United States. The foregoing provision shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be in the United States insufficient and reasonable available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the Secretary of Commerce under the provisions of Title III, Section 3 of the act of March 3, 1993, 47 Stat. 1520 (U.S. Code, Title 41, Sec. 10b). Other considerations being equal, a preference in the purchase of supplies and materials shall be shown, in favor of supplies and materials manufactured and sold within the state where the project is located and, second, on supplies and materials manufactured and sold elsewhere in the United States.

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. He 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/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 himself or his/her 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 prosecution of the work.

No work shall be undertaken or materials ordered without obtaining such permits, licenses and approvals. Proof of acceptance by the above authorities shall be submitted by the Contractor to the Owner upon completion of the work. Originals of these documents shall be submitted to the Owner for permanent retention, with a copy of each available at the project site.

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, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save 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 prosecution or after the completion of the work.

If the Contractor uses any design, device or materials covered by letters, patents or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after 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:

<u>Owner (Utility or Other Facility)</u>	<u>Person to Contact</u>	<u>Telephone</u>
FAA Cables/NAVAIDS	Randy Fitzpatrick	(207) 493-4874
Weather Bureau Cable/NOAA	N/A	(207) 493-4874
Airport Cables	Russ Clark	(207) 764-2553
Fire Alarm	P.I. Fire Dept.	(207) 769-0881
Telephone	North Woods Comm.	(207) 764-8001
Gas	N/A	
Power	Maine Public Service	(207) 768-5811x2262
Water/Sewer	P.I. Water/Sewer, Steve Freeman	(207) 762-5061
Air Traffic Control	Boston Center	(800) 492-7433
Cable	Spectrum	(800) 833-2253

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, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as 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, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/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/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/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/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection 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 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

~~**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 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 Section 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 of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).~~

~~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 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 his/her 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 dismantling is directed by the Engineer.~~

~~Open flame type lights shall not be permitted within the air operations areas of the airport.~~

70-09 USE OF EXPLOSIVES. The use of explosives is not permitted for this project.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer 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 prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have 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 nonexecution thereof by the Contractor, he shall restore, at his/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 he shall make good such damage or injury in an acceptable manner.

The Contractor shall exercise special care during his operations to avoid injury to underground structures such as water or gas mains, pipes, conduits, manholes, catch basins, etc. When necessary, the Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and / or erecting suitable supports, props, shoring, or other means of protection. Fire hydrants adjacent to the Work shall at all times be kept readily accessible to fire apparatus, and no material or other obstructions shall be placed within a radius of ten (10) feet of fire hydrant. Fire hydrants shall not be used by the Contractor without the written permission of the Owner.

All equipment used by the Contractor which could create potential fire hazard such a steam-generating or steam-operated machinery, heaters, gas generators, and the like shall be equipped with spark arresters and / or safety devices and utmost precaution will be exercised by the Contractor in the use of such equipment.

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/her contract as may be 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/her surety may be held until such suit(s), action(s), or claim(s) for injuries or damages as aforesaid 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 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 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 CONTRACTOR'S PAYMENT CERTIFICATIONS.

- a. The Contractor shall pay all bills for labor and materials contracted by him/her, and all bills for the rental of appliances and equipment hired by him/her, for or on account of the Work herein contemplated.

At the time the Contractor submits each monthly estimate, s/he shall, if the Engineer so requires, deliver to the Engineer a written certificate, in a form satisfactory to the Engineer, showing in detail the following:

- (1) the amount of money which is then due and owing by the Contractor to each Subcontractor with respect to the Work;
- (2) the amount of money which has previously been paid by the Contractor to each Subcontractor with respect to the Work;
- (3) the amount of money which is then due and owing by the Contractor to other persons for or on account of materials, equipment or supplies delivered at the site of the Work;

- (4) the amounts of money which are then due and owing by the Contractor or by any Subcontractor to laborers employed under the Contract, as daily or weekly wages, for performance of the Work at the site thereof.

At the same time, as aforesaid, the Contractor shall, if the Engineer so requires, deliver to cause to be delivered to the Engineer a written certificate of each Subcontractor, in a form satisfactory to the Engineer, showing in detail the following:

- (5) the amount of money which is then due and owing by such Subcontractor to each of his/her own subcontractors;
- (6) the amount of money which is then due and owing by such Subcontractor to other persons for or on account of materials, equipment or supplies delivered at the site of the Work.

The term "laborers" as used herein shall include workmen and mechanics.

- b. The Owner may keep any monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages incurred by the Owner and determined as herein provided, and may retain, until all claims are settled, so much as may be necessary therefor, to the payment of any expenses, losses, or damages incurred by the Owner and determined as herein provided, and may retain, until all claims are settled, so much of such monies as, in the opinion of the Owner, will be required to settle:

- (1) all claims against the Owner and its officers and agents.
- (2) all claims for labor performed or furnished,
- (3) all claims for materials used or employed in such construction and repair, including materials so employed but not incorporated in the construction or repair work and not wholly or necessarily consumed or made so worthless as to lose identity, but only to the extent of its purchase price less fair salvage value, and
- (4) all claims for the rental or hire of appliances and equipment employed, said claims having been filed with the Owner in accordance with State laws, and all subsequent amendments thereto, the Owner may make such settlements and apply thereto any monies retained under the Contract. If the monies retained under the Contract are insufficient to pay the sums due under the claims for labor, materials, and rental of appliances and equipment filed as aforesaid, the Owner may pay the same, at its discretion, and the Contractor shall repay to the Owner all sums so paid.

The Owner, with the written consent of the Contractor, may also use any monies retained, due, or to become due under the Contract for the purpose of paying for labor, materials, and rental of appliances and equipment for the Work, for which claims have not been filed as specified above.

It is understood that the security required by applicable State laws, as amended is obtained by the Bond accompanying the Contract. No monies retained under the other provisions of this article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of applicable State law, as amended for which security is provided by bond.

70-14 RELEASE FROM CLAIM AND LIABILITY TO CONTRACTOR. No person or corporation, other than the signer of the Contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Owner nor any member, agent, or employee thereof, shall be liable for, or be held to pay any money as provided in the Contract.

All claims of the Contractor for damages on account of any act of omission or commission by the Owner or its agents must be submitted in writing to the Engineer within one (1) week (seven calendar days) after the sustaining of any alleged damage by the Contractor on account of such act. The Contractor's written statement of claim shall describe (1) the act of omission or commission by the Owner or its agent that allegedly caused damage to the Contractor, and (2) the nature of the claimed damage. On or before the fifteenth (15th) day of the month succeeding that in which such damage was allegedly sustained, the Contractor shall file with the Engineer a detailed written statement or breakdown showing the various items of claimed damage and the amounts thereof. Submission of the above statement of claim and detailed statement or breakdown within the time periods state above shall be condition precedent to the allowance of any such claim for damages by the Contractor. The determination of the Engineer shall be final upon all questions as to the fact, cause, and extend of such damage.

Since the prospect of a claim for damages might materially alter the plans, scheduling, and other actions of the Owner, and since, with sufficient opportunity, the Owner might, if it knows of the Contractor's claim for damages, attempt to mitigate or eliminate the effect of the act objected to by the Contractor, and since merely oral notice might lead to disputes as to the existence or substance thereof and notice long after the event would seriously hinder, if not prevent, the Owner's investigation of the pertinent facts, the Contractor's submission of such statement of claim and detailed statement or breakdown with the time periods stated above shall be of the essence of the Contractor's obligations and failure of the Contractor to comply with these requirements shall be a conclusive waiver of any such claim for damages by the Contractor. The Engineer shall have no authority to modify or waive, expressly or by implication, the above requirements as to submission of such statement of claim and detailed statement or breakdown within the time period stated, and any action or statements by the Engineer to such effect shall not be binding upon the Owner.

The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Owner and every member, agent, and employee thereof, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the Work, or for any act or neglect of the Owner or of any person relating to or affecting the Work, except the claim against the Owner for the Remainder, if any there be, of the amounts kept or retained. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

70-15 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 plans. 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/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

See Drawings G-1, PH-1 through PH-4, and SR-1 for construction procedures and requirements.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 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/her expense.

The Contractor shall make his/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.

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

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-16 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 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/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, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The Contractor shall protect the materials and work from weather deterioration and damage during construction and shall store and secure inflammable material from fire, and during cold weather furnish all heat necessary for the proper conduct of the work. He shall provide and maintain all temporary walkways, roadways, trench covers, barricades, colored lights, danger signals and other devices necessary to provide for safety and traffic.

The Contractor shall take all reasonable steps to prevent injury to persons (including employees) and property in performance of this Contract including all steps and actions required under the safety provisions of applicable laws and applicable building construction codes. The contractor shall further be required to guard all machinery, equipment and explosives and to eliminate all hazards in accordance with the safety provisions of the latest edition of the *Manual of Accident Prevention in Construction* published by the Associated General Contractors of America.

The Contractor shall bear all losses resulting to him/her on account of the amount or the character of the Work or because the nature of the land in or on which the Work is done is different from what was estimated or expected, or on account of the weather elements, or other causes.

The Contractor shall rebuild, repair, restore, and make good at his/her own expense, all injuries or damages to any portion of the Work before the completion and acceptance of the Work.

Issuance of an estimate on any part of the work done shall not be construed as final acceptance of any work completed up to that time.

The Contractor shall reimburse the Owner for all expenses, losses, or damages, as determined by the Engineer, incurred by or in consequence of any defect, act, omission, or mistake of the Contractor or any Subcontractor.

The Contractor will be held responsible for any and all claims for damage to underground structures such as water or gas mains, pipes, conduits, manholes, or catch basins, due to his/her operation or to the operations of any of his Subcontractors.

The Contractor shall not discontinue the service of water, electricity, steam, gas or any other utility, without first obtaining the approval in writing of the Engineer and the director or manager of the facility where the work is being performed, and the Contractor shall cause the resumption of said service immediately when service has been resumed. Approval of the Engineer and director or manager shall not be necessary in case of an emergency, but the Contractor shall notify them of any discontinuance and resumption of service.

The Contractor shall comply with all Federal, State and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams,
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General Provisions

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.

Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be of the most suitable grade of their representative kinds for their purpose.

The Contractor shall insert in each of his subcontracts all of the provisions of these GENERAL PROVISIONS.

70-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

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

See list of utilities identified in Section 70-04

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her 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/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection 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 hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her 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 day's notice hereinabove provided 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 excavation methods acceptable to the Engineer within 3 feet (90 cm) 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, he 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 his/her operations whether or not 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/her surety.

70-18 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the project work, shall comply with the following:

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

b. The Contractor shall notify the above named FAA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.

d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-19 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.

70-20 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/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.

70-21 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/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/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.

70-22 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He 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.

70-23 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/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations

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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 his/her 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 modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 PROSECUTION 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.

Should the Contractor elect to assign his/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. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the Work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, or sublet, the Work or any part thereof without the previous written consent of the Owner and shall not, either legally or equitably, assign any of the monies payable under this Agreement, or his/her claim thereto, unless by and with the like consent of the Owner. The Contractor's failure to obtain the previous written consent of the Owner shall constitute a waiver of payment for the Work or any part thereof that may be furnished without such previous written consent.

The Owner shall reserve the right to approve or disapprove any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement will contain such information as the Owner may require.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omission of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and 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 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.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 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 plans and specifications within the time set forth in the proposal.

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

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

It is the purpose of the Owner to complete the Work in the shortest time possible and consistent with approved construction. To this end, Contractors will be required to use approved methods and equipment for doing the Work and various parts thereof. All equipment shall be complete and well designed, and the organization shall be efficient and effective.

If, in the opinion of the Engineer, it is necessary at any time, the Contractor shall when directed, employ such forces and equipment for one or more additional shifts as will be required to ensure the proper completion of the Work. The Contractor shall provide and maintain, including power and fuel, sufficient lights for the safety of his/her construction forces and to ensure the proper construction, inspection, and prosecution of the Work, in addition to any lights necessary to protect the Work or the traveling public. The Contractor shall not receive any compensation therefore in addition to the Contract prices.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA 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 AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA (AOA) of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to

maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA 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:

See Drawings G-1, PH-0 through PH-3, and SR-1 for construction procedures and requirements.

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 accordance with ~~the project safety plan~~ and the provisions set forth within the current version of Advisory Circular 150/5370-2. ~~The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.~~

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

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

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

Any person employed by the Contractor or by any subcontractor who violates any operational regulations 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 prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall 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, plans, 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, he 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 he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution 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/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, plans, 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

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way. He 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/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/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 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 titled **FINAL ACCEPTANCE** of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/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 titled **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES** of Section 20. Should the satisfactory completion of the contract require

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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 nonwork 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 completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/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 which 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 Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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 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/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 his/her contract.

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/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 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 prosecution 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 him 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 hereinbefore, he 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 prosecution 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.

If (as determined by the Engineer) the Contractor fails to comply with the Engineer's above notice to increase labor, equipment and materials, or fails to continue to comply therewith,

- a. The owner may so change the next and succeeding monthly pay estimates submitted by the contractor as to eliminate payment for those items of work as to which the Contractor has filed to comply with the Engineer's notice to increase, so that payment for such items will be deferred until payment of that monthly estimate occurring next after the time that the Contractor has, in the opinion of the Engineer, complied with such notice to increase, or, in the alternative,
- b. The owner may employ and direct such additional laborers and equipment, and furnish and use such additional materials, as may in the opinion of the Engineer be necessary to achieve a satisfactory rate of progress or to ensure completion of the work (or such designated part thereof) within the time specified in the Contract, or at the earliest possible date thereafter. The expense of the foregoing may be charged to the Contractor by the Owner.

All expenses charged under this Article shall be deducted and paid by the Owner out of any monies then due or to become due the Contractor under the Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner upon completion of the Work, without further demand being made therefore.

The giving of any such notice to increase shall not prevent the Owner from giving the Contractor a subsequent notice to discontinue work under the provisions of the preceding portion of this Article.

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 intents 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
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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 responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

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 prosecution 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/her responsibilities for the completed work nor shall it relieve his/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/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 400 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 250 feet of an active runway at any time.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/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 (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans 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 inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) 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 to the Engineer, 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 (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer 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 (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 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 (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) 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 titled PAYMENT FOR EXTRA AND FORCE ACCOUNT 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 gage, 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 one-half percent 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 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). 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 (2.3 kilogram) 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 percent.

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 plans 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 prosecution thereof, subject to the provisions of the subsection 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, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 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/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

If, during the progress of the Work, the Contractor or the awarding authority discovers the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Contractor or the Owner may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work or a change in the construction methods required for the performance of the work which results in an increase or a decrease in the cost of the work, the Owner shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

In the absence of units prices, the Owner and the Contractor may agree upon an amount of payment to the Contractor or a credit to the Owner, whichever the case may be.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 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 nonperform 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 AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the
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contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made 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 in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due 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, 10 percent 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 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed, the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained 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 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 retained percentage or final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.**

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

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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 anytime 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/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

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

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

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

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under 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 10 percent 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 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 his/her 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 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, 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 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 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 manufacturers warranties specified for materials, equipment, and installations.

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

c. Complete final cleanup in accordance with 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

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a.** Adequately provide for the production of acceptable quality materials.
- b.** Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c.** Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least **5** calendar days before the **start of work**.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a.** Quality control organization;
- b.** Project progress schedule;
- c.** Submittals schedule;
- d.** Inspection requirements;
- e.** Quality control testing plan;
- f.** Documentation of quality control activities; and
- g.** Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes. The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description;
- (2) Test designation;
- (3) Location;
- (4) Date of test;
- (5) Control requirements;
- (6) Test results;
- (7) Causes for rejection;
- (8) Recommended remedial actions; and
- (9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the

Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 110
METHOD OF ESTIMATING PERCENTAGE OF MATERIAL
WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot
 x_1, x_2 = Individual subplot values
 n = Number of sublots

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set
 d_1, d_2, \dots = Deviations of the individual subplot values x_1, x_2, \dots from the average value \bar{X}
that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$
 n = Number of sublots

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (\bar{X} - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (\bar{X} - L) / S_n \quad \text{and} \quad Q_U = (U - \bar{X}) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit
 P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 96.60
A-2 97.55
A-3 99.30
A-4 98.35
n = 4

2. Calculate average density for the lot.

$$\begin{aligned} X &= (x_1 + x_2 + x_3 + \dots + x_n) / n \\ X &= (96.60 + 97.55 + 99.30 + 98.35) / 4 \\ X &= 97.95 \text{ percent density} \end{aligned}$$

3. Calculate the standard deviation for the lot.

$$\begin{aligned} S_n &= [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / \\ &\quad (4 - 1)]^{1/2} \\ S_n &= [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2} \\ S_n &= 1.15 \end{aligned}$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$\begin{aligned} Q_L &= (X - L) / S_n \\ Q_L &= (97.95 - 96.30) / 1.15 \\ Q_L &= 1.4348 \end{aligned}$$

5. Determine PWL by entering Table 1 with $Q_L= 1.44$ and $n= 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 5.00
A-2 3.74
A-3 2.30
A-4 3.25

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 \dots x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57 \text{ percent}$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 78)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A. arranged in descending order.

A-3 99.30
A-4 98.35
A-2 97.55
A-1 96.60

2. Use $n=4$ and upper 5 percent significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If: $(\text{measurement} - \text{average})/(\text{standard deviation})$ is less than test criterion,

Then: the measurement is not considered an outlier

for A-3 Check if $(99.30 - 97.95) / 1.15$ greater than 1.463
1.174 is less than 1.463, the value is not an outlier

- b. For measurements less than the average:

If $(\text{average} - \text{measurement})/(\text{standard deviation})$ is less than test criterion, the measurement is not considered an outlier

for A-1 Check if $(97.95 - 96.60) / 1.15$ greater than 1.463
1.0 is less than 1.463, the value is not an outlier

NOTE: In this example, a measurement would be considered an outlier if the density was:
greater than $(97.95 + 1.463 \times 1.15) = 99.63$ percent or,
less than $(97.95 - 1.463 \times 1.15) = 96.27$ percent

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)								
Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)								
Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

DIVISION II – SPECIAL PROVISIONS

DIVISION II – SPECIAL PROVISIONS

FEDERAL REQUIREMENTS

A. BUY AMERICAN PREFERENCES

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

BUY AMERICAN CERTIFICATE

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for

Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

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

Product	Country of Origin

B. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

E. ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

F. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **fifteen (15)** days from the receipt of each payment the prime contractor receives from **City of Presque Isle**. The prime contractor agrees further to return retainage payments to each subcontractor within **fifteen (15)** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **City of Presque Isle**. This clause applies to both DBE and non-DBE subcontractors.

G. ENERGY CONSERVATION REQUIREMENTS

The contractor and subcontractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

H. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

I. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

J. TRADE RESTRICTION CLAUSE

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

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

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

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

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

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

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

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

K. VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates..

L. DAVIS BACON REQUIREMENTS

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The

Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the

full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less

than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.**
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Presque Isle Regional Airport
A.I.P. No. 3-23-0039-XX-2021

Division II-Special Provisions

Notice to Prospective Federally Assisted Construction Contractors

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

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

O. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade	0.8%
Goals for female participation in each trade	(6.9%)

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

**P. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Q. TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

R. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

S. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

- 1. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

T. CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 150,000 the aforementioned criteria and requirements.

FEDERAL WAGE RATES

APPENDIX

FEDERAL WAGE RATES

"General Decision Number: ME20210034 01/01/2021

Superseded General Decision Number: ME20200034

State: Maine

Construction Type: Highway

County: Aroostook County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/01/2021

* ENGI0004-005 04/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR:

Grader/Blade, Milling

Machine, Paver (Asphalt,

Aggregate, and Concrete),

Roller Asphalt.....\$ 22.61 12.50

SUME2014-029 06/23/2017

Rates Fringes

CARPENTER, Includes Form Work....\$ 18.34 2.84

HIGHWAY/PARKING LOT STRIPING:

Laborer.....\$ 14.29 1.89

IRONWORKER, REINFORCING.....\$ 16.27 0.00

Presque Isle Regional Airport
A.I.P. No. 3-23-0039-XX-2021

Division II-Special Provisions

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.32	3.17
LABORER: Common or General.....	\$ 13.23	1.22
LABORER: Wheelman.....	\$ 15.40	3.01
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 17.63	2.28
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 20.36	5.06
OPERATOR: Broom/Sweeper.....	\$ 16.52	6.38
OPERATOR: Bulldozer.....	\$ 16.58	2.89
OPERATOR: Loader.....	\$ 16.21	3.23
OPERATOR: Mechanic.....	\$ 22.30	8.71
OPERATOR: Screed.....	\$ 18.82	4.75
OPERATOR: Roller (Earth).....	\$ 15.55	5.83
TRAFFIC CONTROL: Flagger.....	\$ 9.00	0.00
TRAFFIC CONTROL:		
Laborer-Cones/ Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 17.48	5.37
TRUCK DRIVER: Dump Truck.....	\$ 14.40	7.04
TRUCK DRIVER: TackTruck.....	\$ 18.82	8.29

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SUPPLEMENTAL GENERAL PROVISIONS

Presque Isle International Airport Pavement Repair/Crack Sealing

This section of these specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this as for all other sections.

1.0 - General. The special requirements set forth in this section of these specifications shall govern any aspect of the contract work where such requirements are deemed applicable by the Owner or the Engineer. The purpose of these requirements is to ensure that the contract work does not damage private property or create any hazard to aircraft operations, and point out special coordination or schedule conditions of which the Contractor should be aware. It shall be the Contractor's responsibility to conduct all work in strict accordance with the special requirements set forth herein and to fully cooperate with the Owner and the Engineer in every way necessary to fulfill the purposes of these requirements as set forth above.

2.0 - Project Description. The project consists of the repair/sealing pavement cracks requiring the application of approximately 1,160 gallons of sealant. The cracks consist of new cracks (i.e. ones devoid of any sealant) and cracks that have previously been sealed and have failure of the sealant. The repair of the new cracks is estimated to involve the application of 110 gallons of sealant. The repair of the failed cracks is estimated to involve the application of 1050 gallons of sealant.

3.0 - Project Schedule. Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of his tentative construction schedule. After funding approval is received from the FAA the Owner will issue a written "Notice-to-Proceed" which will specify an effective date for the Contractor to begin work at the site. It is anticipated that the Notice to Proceed will be issued in the **Summer of 2021**. This contract shall not proceed to construction until the funding is approved by the FAA and environmental permits, if any, have been issued. All work under this Contract must be completed by June 12th, 2021.

Also, in accordance with paragraph 80-02 of the General Provisions, the Contractor shall notify the Engineer at least 72 hours in advance of the time she/he intends to start work. It should be noted by the Contractor that 48 hours is the time required by the Owner to notify Airport Manager which will issue the proper Notice to Airmen (NOTAM) of the pending construction activities. The Contractor shall coordinate his/her overall schedule with the other contractors through the Owner and the Engineer. The Contractor's daily schedule must be coordinated with the Engineer and the Owner.

4.0 - Project and Daily and Weekly Schedules Required. To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit daily, a schedule of operations for the following work day. The schedule shall be given to the Engineer by the end of the work day preceding the day covered by the schedule. The weekly schedules shall be subject to the approval of the Engineer, and shall include as a minimum, the following:

1. Operational safety
2. Major work items to be accomplished.
3. Subcontractors to be on-site.
4. Number of personnel to be on-site.
5. Type and quantity of equipment to be on-site.
6. Areas of the site where construction is scheduled.
7. Any anticipated closing of facilities which will be required.
8. Other information requested by the Owner or Engineer.

Prior to the beginning of work each day, the Contractor's superintendent shall inform the Engineer that his/her forces are ready to begin work and cannot proceed until the Engineer provides clearance to begin work. The Contractor shall be responsible for coordinating the work of the subcontractors with the Engineer. No extension of time will be allowed for any reasonable downtime due to not receiving clearance from the Airport Manager to work within the Airport Operations Area (AOA).

The Contractor shall have a competent superintendent on the work-site at all times who is fully authorized to act as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer.

The Contractor shall provide the Engineer and the Owner with the name(s) and telephone number(s) of a person or persons who can be contacted before or after work hours for emergency situations affecting the construction. The Contractor shall be "on call" at all times during the length of the construction period.

5.0 - Aircraft Operations Areas. Outside of the defined Work Areas, the Contractor shall keep his/her personnel and equipment at least 250 feet from the centerline of any runways. No equipment will be allowed to penetrate the runway approach surfaces and transitions.

The closing of facilities will be as specified in Section 6.0, Sequence of Work and Liquidated Damages.

6.0 - Sequence of Work and Liquidated Damages. The Contractor shall, immediately after award of the contract, work out in detail a Construction Progress Schedule covering all parts of the work which shall be submitted for approval to the Engineer before the Pre-Construction Conference. The Pre-Construction Conference will not be held until a Construction Progress Schedule has been submitted to the Engineer. The Construction Progress Schedule shall state the items of work and shall forecast the dates for carrying out each part of the work to be done. The work for the Contract shall be prosecuted in such an order and manner as the Engineer shall approve at a Pre-Construction Conference.

The sequence of construction operations has been carefully designed and coordinated with anticipated airport operational requirements to minimize interference with airport operations. It is imperative that the Contractor plan his/her work to confine his/her activity to the specified work limits and observe clearance lines as shown on Contract Plans and meet the dates set in the schedule. Liquidated damages have been established at \$ 500 for each and every calendar day the work remains incomplete.

The Owner reserves the right to eliminate or reorder the work associated with any or all of the Work Areas. Such elimination or reordering of the work shall not constitute a basis for claim by the Contractor for damage, delay, adjustment of unit prices, or additional Contract time.

In addition to the Liquidated damages identified above the Contractor will be responsible for the following:

- a) All costs for engineering field work and inspection between the completion date specified and actual completion of the Contract, regardless of whether or not an extension of time may be approved.
- b) All costs for engineering field work and inspection required for overseeing warranty work done by the Contractor, or his subcontractors or suppliers, within the warranty period of the project or included equipment.

~~**7.0 - Open Trenches or Excavations.** The Contractor will not be permitted to leave any trenches or other excavations within Runway Safety Areas or Taxiway Object Free Areas open at night, on weekends or at other times when the Contractor is not on the site. In addition, no excavations exceeding three (3") inches in depth shall be left open within the safety areas described in section 5.0, Aircraft Operations Areas, while the runways, taxiways, and aprons are in use unless the excavations are covered with approved plates. Steel plates shall be capable of bearing the heaviest aircraft using the airport over the span in which they are to be used. The Contractor shall keep the length of open trenches covered with~~

~~steel plates to a minimum, but in no case shall the length exceed distance between two adjacent manholes or catch basins, or two adjacent lights.~~

~~All excavations shall be backfilled and the pavement repaired and properly cured prior to the area being re-opened to traffic.~~

~~Prior to the close of work each day, the Contractor shall ensure that the work area within the safety areas of the runways, taxiways and aprons are graded away from the pavements at a maximum slope of 5% and shall be left in such condition that it will drain readily and effectively and will not pose a hazard to aircraft. No piles of soil shall be left unspread, no sharp changes in grade will be permitted, and the surface shall be thoroughly compacted.~~

8.0 - Barricades. ~~The Contractor shall place as required, lighted barricades to clearly define and close work areas to aircraft operations.~~

~~The barricades shall be placed as shown on the plans or as directed by the Engineer. The barricades shall be lighted low profile style for paved areas and lighted channelizer cones for turf areas, as shown on the Contract Plans. No open flame lighting shall be used.~~

All temporary lights and barricades shall be weighted to resist wind speeds or jet blasts of 100 mph.

9.0 - Storage Area and Equipment Yard. The area for storing materials and servicing, repairing and parking construction equipment is located at Airport Maintenance Building.

At the completion of the contract, all Contractor's and subcontractor's facilities will be removed promptly in a workmanlike manner, and the area restored to its original condition, and left clean and free of all debris or surplus material.

10.0 - Haul Routes. ~~When public highways must be used for haul routes, it will become the Contractor's responsibility to obtain the proper permits needed for this function and to obey all rules and regulations pertinent to the public highways. For further requirements for all haul roads see Section M-001 of these Specifications.~~

~~All paved haul roads disturbed shall be restored to their original condition or better before the contract will be considered complete. All restoration and dust control on haul roads shall be at the Contractor's expense.~~

11.0 - Airport Operation and Safety Requirements. Normal airport operation will be conducted on the airfield during construction and the work shall be carried on in such a manner as to not interfere with the necessary operation of the airport. The Contractor shall take all precautions necessary to ensure the safety of operating aircraft, as well as his/her own equipment and personnel. In addition to the guidelines set forth in these specifications, the Contractor shall work and operate in accordance with ~~the airport's project safety plan~~ and FAA Advisory Circular 150/5370-2F, *Operational Safety on Airports During Construction, Current Edition*.

No construction operations shall be carried on within 1,000 feet of the end of any active runway. When permission has been granted by the Airport Manager, through the Engineer, to work inside these limits, no equipment shall be left within the lines when not actually working. For further requirements, see General Provisions Section 80-04 of these specifications.

During lunch hour breaks in the daily work schedule, and the days when work is not permitted or is not progressing, the equipment shall be located outside of these restriction lines. All booms shall be lowered when the equipment is not in operation. No construction operations, including an open flame such as welding or burning, shall be carried on near any aircraft. Equipment is to be stored in the Contractor's staging areas during nights and weekends when no work is scheduled.

Each Contractor's motorized vehicle operating in an aircraft movement area during daylight shall be equipped with an amber flashing light or a 3-foot square (1 m) flag consisting of international orange and white squares not less than one (1') foot (305 mm) square displayed in full view above the vehicle. Vehicles operating at night shall all be equipped with an amber flashing light.

In addition, all Contractors' vehicles shall have the company identification plainly visible on both sides of the vehicle in order to identify the vehicle.

The Contractor shall obey all instructions as to the operation and routes to be taken by equipment traveling on airport property. Access points shall be manned at all times when in use. Any signs, lights, signals, markings, traffic control and other devices which may be required shall be provided and maintained by the Contractor during the course of the work, subject to the approval of the Engineer. No aircraft pavement or navigational aid currently in service shall be left out of service overnight unless closed to all airport operations by the Airport Manager, through the Engineer. The Contractor shall check all permanent and temporary lighting to ensure its operating condition before leaving the job each day.

12.0 - Contractors and Subcontractors Insurance. The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until the insurance required of the Subcontractor has been so obtained and approved.

- a.) **Workman's Compensation Insurance.** The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law, for all of his employees to be engaged in work at the site of the project under this Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b.) **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts as prescribed in paragraph 12.f. below.
- c.) **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall either (1) require each of his Subcontractor's to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph 12.f. hereof, or (2) insure the activities of his Subcontractors in his policy, specified in subparagraph 12.f. hereof.
- d.) **Builder's Risk Insurance and/or All Risk Property Damage Insurance (Fire and Extended Coverage).** Until the project is completed and accepted by the Owner the Contractor is required to maintain Builder's Risk Insurance and/or All Property Damage Insurance (Fire and Extended Coverage), if available, on the 100 percent completed value basis on all materials and workmanship utilized in all portions of the project for the benefit of the Owner, the Contractor and subcontractor as their interests may appear.
- e.) **Owner's, Contractor's Protective Insurance.** The Contractor shall procure and maintain during this Contract at his own expense and shall furnish to the Owner a separate Owner's, Contractor's Protective Policy providing public liability and property damage as stipulated in paragraph 12.f. below.

f.) Coverage Requirements. The insurance required shall be written for not less than the following or greater if required by law:

Workers Compensation:

State	Statutory Limits
Federal	Statutory Limits

Employer's Liability:

Accident, each occurrence	\$1,000,000
Disease, policy limit	\$500,000
Disease, each employee	\$500,000

Comprehensive General Liability (including Premises Operations; Independent Contractor's Protection; Products and Completed Operations; Broad Form Property Damage):

General Aggregate	\$2,000,000
Products and Completed Operations	\$1,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expenses (any one person)	\$5,000

** Products and Completed Operations to be maintained for one year after final payment.

Umbrella Excess Liability, over primary insurance:

Aggregate	\$1,000,000
Retention	\$10,000

Comprehensive Automobile Liability (Owned and non-owned hired):

Bodily Injury	
Each Person	\$500,000
Each Accident	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000

e.) Proof of Carriage of Insurance. Before commencement of any work under the contract, all contractor(s) and subcontractors will file with the Engineer a certificate of the insurance on any vehicles to be utilized within the Restricted Project Area. This filing will be in addition to any other filings required under the contract's provisions.

A certificate of insurance covering all vehicles to be utilized on the project will contain the following information:

- Name of insurance company, policy number, and the expiration date;
- the coverage's required and the limits on each, including the amount of deductible or self-insured retention's (which will be for the account of the contractor);
- a statement indicating that the airport will receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect the airport's interest; and
- a rider to any policies specifically identifying any and all vehicles that are not considered covered under the filed policies for any non-owned company vehicles but which will be utilized for the project within the Restricted Area(s) of the airport.

13.0 - Permits and Codes. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The intent of this Contract is that the Contractor shall base his bid upon the specifications, but that all work shall comply with all applicable codes and regulations. Before performing the work, the Contractor shall examine the specifications for compliance with applicable codes and regulations bearing on the work, and shall immediately report any discrepancy to the Owner. Where the requirements of the specifications fail to comply with the applicable code or regulation, the Commission shall adjust, by change order to the Contractor, the specifications to conform to the code or regulation (unless waivers in writing covering the differences have been granted by the cognizant governmental unit) and shall make appropriate adjustment in the Contract price. Should the Contractor fail to observe the forgoing provisions and perform work at variance with any applicable code or regulation (notwithstanding the fact that such performance is in compliance with the technical specifications), the Contractor shall remedy such work without cost to the Owner, and a change order shall be issued to cover only the excess the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

14.0 - Reports, Records, and Data. The Contractor shall submit to the Owner such schedule of quantities and costs, progress, schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this Contract.

15.0 Ownership of Specifications. Except the Contractor's executed set, all specifications are and remain the property of the Owner. The Owner shall furnish to the Contractor without charge, two (2) sets of specifications. Additional sets will be furnished upon request, at a cost to be determined by the Owner. Such specifications are not to be used on other work, and those sets in usable condition shall be returned to the Owner at the completion or cessation of the work, or the termination of the Contract.

16.0 - Indemnification. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment power tools, and all supplies incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner by either the Contractor or his Surety.

17.0 - Officials Not to Benefit. No official of the Owner or the Federal Government or State Government who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply Contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested in personally in this Contract or any part hereof. No officer, employee, architect, attorney, Engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly interested personally in this Contract or any part thereof, any material supply Contract, subcontract, insurance contract, or any other contract pertaining to the project.

18.0 - No Waiver by Public Agency. The failure of the Public Agency in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

19.0 - Labor Harmony. The Contractor certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. All contracts for work under project grants for airport development approved under this title which involve labor shall contain such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates. For the purposes of this subsection—

a. Vietnam-era veteran is an individual who served on active duty as defined by section 101(21) of Title 38 of the United States Code in the Armed Forces for a period of more than 180 consecutive days any part of which occurred during the period beginning October 5, 1964 and ending May 7, 1975, and who was separated from the Armed Forces under honorable conditions; and

b. disabled veteran is an individual described in section 2108(2) of the United States Code.

20.0 - Temporary Facilities.

- a. General. All temporary facilities required by the Contractor (or his Subcontractors) shall be furnished by him (or them) and shall meet all State and/or local requirements and code for such temporary facilities. All temporary facilities shall be entirely removed upon completion of the work and the sites shall be left in satisfactory condition. Temporary facilities shall be provided and maintained so as not to create fire, safety, health or other hazard. The location of any such facilities shall only be within the staging area shown on the plans.
- b. Drinking water. The Contractor shall provide drinking water for all personnel working on the project.
- c. Water for Construction. Water required for construction shall be provided by the Contractor. The Contractor shall acquire all necessary permits, place deposits, and pay any fees required for the utilization of the municipal water system. All necessary precautions shall be exercised so as not to contaminate the municipality's water system, if water is taken from the system.
- d. Sanitary facilities. The Contractor may use the sanitary facilities at the Maintenance Building for the use of all personnel working on the project. The facilities provided shall be acceptable to the Engineer insofar as number, type and locations. Sanitary facilities shall be maintained on a regular basis and acceptance as to useable condition shall be per the Engineer.
- e. Electricity. The Contractor shall provide electrical power required for construction operations by means of portable generating equipment except where use of existing electric service at the work site can be made in a manner acceptable to the Owner and the Engineer. The Owner shall not be obligated in any way to make electrical power available.
- f. Temporary Trailers. Any temporary trailers required by the Contractor and his Subcontractors for field offices and such other temporary housing or storage as needed, shall be provided by each for his own use unless arrangements are made for sharing facilities. The Contractor shall coordinate the use and placing of temporary trailers. The location and type of temporary trailers shall only be within the staging area shown on the plans.
- g. Available Space. Space will be made available at the site for the temporary field offices of the Contractor (and his Subcontractors) and for storage of construction equipment and materials. The Contractor (and his Subcontractors) shall provide all necessary temporary fencing and make arrangements with the Engineer for space for his own needs and the needs of his Subcontractors.

21.0 - Safety.

- a. General. Attention shall be directed to the requirements that the Contractor comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc.
- b. Specific Safety Requirements. The following are specific safety requirements which must be observed at all times during the life of this Contract:

- (1) The wearing of non-conducting, hard, safety hats on the job is mandatory. The Contractor shall be responsible for and shall enforce the wearing of such safety hats by his personnel and the personnel of his Subcontractors. The Contractor shall keep at least five (5) safety hats at the work site for use by the Engineer and others inspecting or visiting the work site.
- (2) All employees must wear approved safety shoes unless special shoes for the types of work are required.
- (3) All tools and devices that require electric power shall be properly grounded.
- (4) Safety glasses shall be worn by all workmen when performing operations hazardous to the eyes, and all welders shall be provided with suitable welding masks acceptable to the Engineer.
- (5) If any blasting for rock ledge or large boulder removal is required for the Contract work and is allowed by the proper authorities and the Owner, all blasting and handling of explosives shall be done in accordance with all applicable safety regulations and ordinances concerning such work and shall be done in a manner so as to provide for the safety of all persons and so as not to damage any property.
- (6) All open trenches, excavations, etc. shall be kept well marked, barricaded and/or covered as required for the safety of persons, aircraft or vehicles on the site. Such excavations shall not be left open at night, on weekends, or during other periods when active construction is not being performed unless covered or otherwise protected to the complete satisfaction of the Engineer and the Owner.

c. Additional Safety Provisions.

- (1) The Contractor (and his Subcontractors) shall, at all times, exercise reasonable precautions for the safety of all persons. All rules, regulations, and laws concerning safety that are in effect at the work site, and in particular, all applicable regulations of the Occupational Safety and Health Administration (OSHA) of the U.S. Government, in addition to all the requirements of these specifications, shall be complied with in all respects.
- (2) The Contractor shall post, in a conspicuous place within his trailer, emergency telephone numbers for the following agencies:
 Presque Isle Police Department
 Presque Isle Fire Department
- (3) The Contractor shall provide adequate equipment and facilities as are necessary and required for first aid service to any person who may be injured in the prosecution of the work under this Contract whether they are his own personnel, his Subcontractor's personnel, the Owner's representative, then Engineer, or other persons, who may for any reason enter within the limits of the Contract work. Also, the Contractor shall have standing arrangements for or have effective written procedure on site, to care and for removal and hospital treatment of any person who may be injured. Such equipment or facilities and arrangements shall be satisfactory to the Engineer.
- (4) The Contractor shall provide fences, watchmen, maintain warning and safety devices and lights, and take over such precautions as may be required from time to time throughout the Contract work to protect life and property.

d. Insufficiency of Safety Precautions.

at any time, in the sole judgement of the Owner, Airport Manager, and/or the Engineer, the work is not properly lighted, barricaded or

in any other aspects safe in regard to the public travel, persons on or about the work, or public or private property, the Owner and/or the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such work orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects, safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Owner in so doing. Such action of the Engineer or Owner, or their failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, suits, proceedings, judgements, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Owner and/or Engineer under authority of this paragraph.

22.0 - Fire Prevention. All operations in connection with the Contract work shall be so performed that no fire hazards are needlessly created or permitted to exist. If the Contract work involves a fire hazard, sufficient fire fighting equipment with trained, capable operators shall be in the area to contain any fire until the local fire department is able to arrive. Particular care shall be exercised with regard to the disposition of waste materials, the nature or quality of which might create or increase a fire hazard. The Contractor shall make sure that persons employed directly or indirectly by him while working in connection with this Contract comply with any fire prevention regulations of the Owner. The Contractor shall also have a procedure for promptly notifying the local fire fighting organization in case of fire. The Contractor shall be responsible for compliance by personnel of his organization for their cooperation in fire prevention, fire reporting, and protective measures to minimize loss.

23.0 - Labor Charges. The Contractor and his/her Subcontractors shall keep true and accurate registers of all mechanics, teamster, chauffeurs, and laborers employed thereon showing the name, address, and occupational classification of each employee on the work, the hours worked by, and the wages paid to each such employee, and shall furnish each week to the Engineer a true statement of the same covering the previous week.

24.0 - Disposal of Surplus Suitable and Unsuitable Materials. All surplus material, whether suitable or unsuitable, shall be legally disposed of by the Contractor off airport property, unless otherwise directed by the Engineer.

25.0 - Record Drawings. ~~The Contractor shall maintain at the site a set of drawings on which shall be recorded accurately, as the work progresses, indicating thereon all variations from the Contract Drawings. This record of "as-built" conditions shall include the work of all subcontractors. These Drawings shall be kept current and available for review by the Engineer at all times.~~

~~The Record Drawings and the final survey information shall be submitted to the Engineer for review and shall be corrected by the Contractor as required. The Record Drawings shall be completed and accepted by the Engineer before the time when the final payment shall be due and payable. The preparation of the Record Drawings shall be deemed incidental to the completion of the various work items and no separate payment will be made for such.~~

26.0 - Maintenance of the Existing Airfield Lighting. All existing lighting systems on the airport facilities which are open to aircraft shall be operational each night and during inclement weather throughout the construction period.

It shall be the responsibility of the Contractor to check the operation of the existing lights each day, and notify the Engineer of any problems and make any repairs necessary due to his/her operation. The Contractor shall not leave the site until all lighting systems are in working order.

27.0 - Underground Utilities, and Cables. The Contractor's responsibility for utilities shall adhere to the requirements of MGL Chapter 82, Section 40. The approximate locations of known utilities and underground cables are shown on the Contract Drawings. Prior to commencement of any excavation, the Contractor shall coordinate all work on and in the vicinity of the underground utilities and cables with the following agencies, as appropriate:

➔ Dig Safe (1-888-344-7233) - Landside only

- ➔ Maine Public Service
- ➔ Presque Isle Water Department
- ➔ Presque Isle Waste Water Department
- ➔ Presque Isle International Airport

The Contractor shall furnish and install all materials necessary to protect existing underground utilities and cables that are to remain and to make any temporary connections necessary to maintain operations of the underground utilities and cables-which are to be relocated until the permanent relocation can be made.

28.0 - Maintenance of the Construction Site. The Contractor shall keep the construction site free of paper, boxes, coffee cups, and other debris which could be blown onto runways and taxiways.

All airport pavements shall be kept clear and clean at all times. All rocks, mud, and other debris carried onto the airport pavement by the Contractor's equipment must be reported to the Engineer. The Engineer will coordinate the closure of the affected area with Airport Manager and the Contractor will immediately sweep the area to the satisfaction of the Engineer.

~~The Contractor shall maintain at the job site at all times while the construction under this contract is in progress, a self propelled, self contained sweeper with not less than a 10 foot broom with a 4 cubic yard capacity approved by the Engineer. The sweeper shall operate as necessary to keep active aircraft pavements, access roads and the work areas clean. At the close of each day's work, all active aircraft pavements and airport paved roads used or dirtied by the Contractor shall again be swept.~~

The Contractor shall also be responsible for supplying any other equipment as may be necessary to clean all areas that are contaminated as a result of his/her operations to the complete satisfaction of the Engineer.

Trucks loaded in the construction area shall have loads trimmed as necessary to ensure that no particles, stones or debris will fall off and that no legal load limits are exceeded.

The Contractor shall be particularly careful not to track foreign material onto pavements outside of and within the airport (e.g., tack-coat). The Contractor shall be responsible for removing foreign materials from vehicle tires prior to the vehicle leaving its work area. If a Contractor's vehicle is required to travel outside of the work zone but within the CMA, the vehicle must be inspected to ensure that there is no loose debris anywhere on the vehicle.

29.0 - Cooperation by the Contractor. 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 his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

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/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 by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/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. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

30.0 - Standard Specification References. Wherever in this set of drawings or specifications the term:

"FAA" Specifications occurs, it shall be understood to mean the Standard for Specifying Construction of Airports, AC No. 150/5370-10, latest edition and its revisions, and all work shall generally conform to this specification.

"ASTM" occurs, it shall be understood to mean the Standards (or Tentative Standard) for Testing Materials, Serial Specifications or Standard Method of Test of the American Society Testing Materials Designation in effect at the date of receipt of bids for this contract work.

"AASHTO" or "AASHTO" Specification occurs, it shall be understood to mean Standard Specification, or Test Methods of the American Association of State Highway and Transportation Officials, and be the edition in effect at the date of receipt of bids for this contract.

31.0 – Drawing List.

<u>SHEET NO</u>	<u>DRAWING NO</u>	<u>DRAWING TITLE</u>
N/A	N/A	N/A

DIVISION III – TECHNICAL SPECIFICATIONS

Item P-101 Surface Preparation

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

EQUIPMENT

101-2.1 The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

a. Concrete pavement. The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab one foot (30 cm) inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand held jackhammers, weighing 30 pounds (14 kg) or less, or other light duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the Engineer. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

b. Asphalt concrete pavement. Asphalt concrete pavement to be removed shall be cut to the full depth of the bituminous material around the perimeter of the area to be removed. The pavement shall be removed so the joint for each layer of pavement replacement is offset 1 foot (30 cm) from the joint in the preceding layer. This does not apply if the removed pavement is to be replaced with concrete or soil. If the material is to be wasted on the airport site, it shall be [broken to a maximum size of [] inches (mm).] [meet the following gradation: [].]

101-3.2 Preparation of joints and cracks. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm) by direct flame application. If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide approved by the Engineer. Fill all cracks, **ignoring hairline cracks (< 1/4 inch (6 mm) wide)** with a crack sealant per ASTM D6690 and shall in all aspects be equal to Crafcro Roadsaver 222 or Roadsaver 201. Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below. Any excess joint or crack sealer on the surface of the pavement shall also be removed from the pavement surface.

101-3.3 Removal of paint and rubber. All paint and rubber over 1 foot (30 cm) wide that will affect the bond of the new overlay shall be removed from the surface of the existing pavement. Chemicals, high pressure water, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 inch (3 mm) deep. If chemicals are used, they shall comply with the state's environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractors shall repair all spalled concrete as shown on the plans or as directed by the Engineer. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphaltic concrete with a minimum

Marshall stability of 1,200 lbs (544 kg) and maximum flow of 20 (units of 0.01 in). The material shall be compacted with equipment approved by the Engineer until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphaltic concrete pavement repair. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. The base course and subbase shall be replaced if it has been infiltrated with clay, silt, or other material affecting the load-bearing capacity. Materials and methods of construction shall comply with the other applicable sections of this specification.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a finished surface that provides a good bond to the new overlay. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with automatic grade and slope controls. All millings shall be removed and disposed off Airport property, unless otherwise specified. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material that was removed with new material at no additional cost to the Owner.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The Engineer shall layout the area to be milled with a straightedge in increments of 1 foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall not be included in the measurement for payment.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of [7] feet ([2] m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade and tolerances specified. The machine shall cut vertical edges. A positive method of dust control shall be provided. The machine shall have the ability to [~~windrow the millings or cuttings~~] [~~remove the millings or cuttings from the pavement and load them into a truck~~].

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual aggregate and fines are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove any remaining aggregate or fines.

101-3.6. Preparation of asphalt pavement surfaces. Existing asphalt pavements indicated to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt concrete similar to that of the existing pavement in accordance with paragraph 101-3.4.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the Engineer. The surface shall be kept clean and free from foreign material from routing, crack cleaning and any other action associated with the crack sealing project. (Exceptions may be made during temporary break periods, provided the area affected is NOTAMed closed and properly marked.) The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense. Traffic must be able to traverse the crack sealed pavement within 20 minutes of the sealant placement without tracking the sealant. Accordingly, sealant shall not be placed when the ambient temperature is sufficiently high to prevent setting of the sealant to a non-trackable stage within 20 minutes.

101-3.8 Preparation of Joints in Rigid Pavement.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry. Allow sufficient time to dry out joints prior to sealing.

~~**101-3.8.2 Cleaning prior to sealing.** Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Clean joints by sandblasting, or other method approved by the Engineer, on each joint face with nozzle held at an angle and not more than three inches (75 mm) from face. Following sandblasting, clean joints with air free of oil and water. Joint surfaces will be surface dry prior to installation of sealant.~~

101-3.9 Preparation of Cracks in Flexible Pavement.

101-3.9.1 Preparation of Crack. All new cracks (TYPE-1A) are to be widen to a minimum width of 5/8 inch and a minimum depth of 5/8 inch with a router. All previously filled cracks (TYPE-1B) are to be cleaned by melting the old sealant material and allowing it to run to the bottom of the crack. Immediately before sealing, joints will be blown out with a hot air lance combined with oil and water-free compressed air. The sealant shall be applied to clean and dry cracks.

~~**101-3.9.2 Removal of Existing Sealant.** Existing sealants will be removed by [routing] [random crack saw]. Following [routing] [sawing] any remaining debris will be removed by use of a hot lance combined with oil and water free compressed air.~~

METHOD OF MEASUREMENT

101-4.2 Joint and crack repair. The unit of measurement for joint and crack repair shall be the US Gallon of sealant used. In order to facilitate accurate measurement of the number of gallons used, sealant to be used on project must arrive at site in unopened original manufacturers packaging. All holding tanks on sealant application equipment shall be empty prior to the start of work. **Please note there will be no payment for hairline cracks as defined in section 101-3.2. Please note there will be no payment for reflowing and filling existing joint and cracks repairs that the sealant has not failed.**

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.2 TYPE 1A New Joint and Crack Repair

Item P 101-5.2 TYPE 1B Existing Joint and Crack Repair

MATERIAL REQUIREMENTS

ASTM D6690 Standard Specification For Joint And Crack Sealants, Hot Applied, For Concrete And Asphalt Pavements. The precautions on use listed in the appendix of ASTM D-6690 shall be complied with, with the following modifications;

- 1) Routing in lieu of sandblasting
- 2) Filling of the crack void with D-3405 material in lieu of the use of back-up material or bond breaker to limit the depth of sealant is authorized. (Sealant depth shall not be limited to less than 5/8 inch.)
- 3) Sealant material shall be applied with a wand applicator to produce a sealant band on the pavement surface not less than 1 ½ inch in width measured from each edge of the crack outward. Thickness of the band shall not exceed 1/8 inch and shall feather to the pavement. Cracks shall be filled such that sealant is not more than ¼ inch below the adjacent band surface. (Additional passes of the sealant applicator shall be made, to correct for settling and shrinkage during cooling, to achieve the required sealant level.)

END OF ITEM P-101

