

# SPECIFICATIONS AND CONTRACT DOCUMENTS

M19 NEWPORT REGIONAL AIRPORT

NEWPORT, ARKANSAS

M19 2024 HANGAR CONSTRUCTION

PROJECT NUMBER: 2300820

Prepared For:

**CITY OF NEWPORT**

FEBRUARY 2024







00 00 01 CERTIFICATIONS

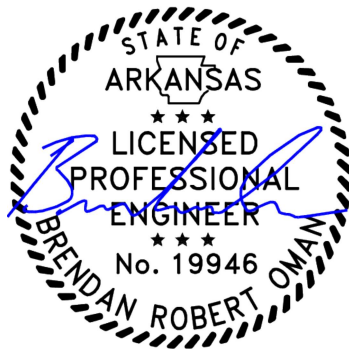
**M19 2024 HANGAR CONSTRUCTION  
GARVER PROJECT NO. 2300820  
CITY OF NEWPORT**

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Arkansas.

**SEAL AND SIGNATURE**

**APPLICABLE DIVISION OR  
PROJECT RESPONSIBILITY**

Brendan Oman, P.E.



Digitally Signed: 02/14/2024

Project Manager  
Civil Engineer

Nicholas Holland, P.E.



Digitally Signed: 02/14/2024

Electrical Engineer

**SEAL AND SIGNATURE**

**APPLICABLE DIVISION OR  
PROJECT RESPONSIBILITY**

**GARVER, LLC CERTIFICATE OF AUTHORIZATION:**



Expiration Date: 12/31/2024

**M19 2024 HANGAR CONSTRUCTION**

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**CITY OF NEWPORT**  
**NEWPORT, ARKANSAS**  
**M19 2024 HANGAR CONSTRUCTION**

**00 11 00 ADVERTISEMENT FOR BIDS**

Sealed bids for the **M19 2024 HANGAR CONSTRUCTION** project, to be constructed for **CITY OF NEWPORT** will be received online via the QuestCDN Online Bid Interface until **2:00PM on Wednesday, March 6, 2024**, at which time the bids shall be publicly opened and read aloud via Microsoft Teams Conference Call. To access the electronic bid form, download the project document, refresh the project's page on the online plan room, and then click the "on-line bid" button below the project name. Instructions for QuestCDN online bidding will be provided to all plan holders as an attachment to the first addendum.

An optional virtual Pre-Bid Conference will be held on Wednesday, February 21, 2024 at 2:00PM via Microsoft Teams Conference Call. Information regarding the virtual meeting will be sent out to all plan holders one week prior to the meeting time. Potential bidders not on the plan holder list may request access to the pre-bid conference by contacting Amber Williamson at [ADWilliamson@GarverUSA.com](mailto:ADWilliamson@GarverUSA.com).

The Project consists of the construction of a 80' X 60' Box hangar and associated sitework and utilities.

Bids will be received for a single prime contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Digital copies of the bid documents are available at <http://Planroom.GarverUSA.com> for a fee of \$42. These documents may be downloaded by selecting this Project from the "Plan Room" link, and by entering Quest Project Number 8972829 on the "Browse Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com). Documents can be examined at Garver's office, 4701 Northshore Dr. North Little Rock, AR, or at the **CITY OF NEWPORT, 3800 N. Operations Drive, Newport, Arkansas 72112. Addendums to the bid package will be issued through the Garver online Plan Holders List; therefore, all Bidders shall be responsible for downloading the bid documents from the Garver online plan room in order to be included in the Plan Holders List. Bidders must enter the addenda numbers in Article 3.01 of the Bid Form to verify receipt.**

Bids shall be accompanied by a bid security in accordance with the Instructions to Bidders. The successful Bidder must furnish Performance and Payment Bonds in accordance with the Contract Documents.

Bidders must be licensed to perform work within the state of **Arkansas**.

Bids must remain in effect for **60** days after the bid opening date. Within **60** days from the bid date, the Owner may award the contract to the lowest responsive, responsible Bidder or reject any or all Bids for the Project.

The **CITY OF NEWPORT** reserves the right to reject any or all Bids, to waive irregularities in the Bids and bidding deemed to be in the best interests of the **CITY OF NEWPORT**, and to reject nonconforming, nonresponsive, or conditional bids.

Owner: **CITY OF NEWPORT**  
By: **James McClarty**  
Title: **Commission Chairman**  
Date: **February 11, 2024**

This publication was paid for by the Newport Airport Commission. The amount to be paid for this publication is \$452.16.

END OF ADVERTISEMENT FOR BIDS



## 00 21 00 INSTRUCTIONS TO BIDDERS

### ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders not otherwise defined have the meanings indicated in the General Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Successful Bidder* – The lowest responsible, Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
  - B. *Issuing Office* – The office from which the Bidding Documents are to be issued.

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, as detailed in Section 00 45 13 Qualifications Statement, which must be completed in ink and returned for evaluation **with the Bid**, along with any Owner required documentation.
- 3.02 The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:
- A. Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Bidding Documents.
  - B. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
    - 1. financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
    - 2. a record of integrity;
    - 3. a record of successful completion, defined as, completion of a project within a reasonable time and budget;
    - 4. qualified legally to contract with the Owner, and;
    - 5. has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

- A. The Project site is identified in the Bidding Documents. By definition, the "Site" includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. The Special Provisions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  2. Owner will make pdf digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Provisions, has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  3. If the Special Provisions do not identify Technical Data, the default definition of Technical Data set forth in Section 10 of the General Provisions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in the Special Provisions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Plans or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in the Special Provisions.



4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct Site visit(s) by appointment, during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. If applicable, Site visits and work at the Site will be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Special Provisions.

4.05 *Other Work at the Site*

- A. Reference is made to Section 70-04 of the General Provisions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 An optional pre-Bid conference will be held at the date and time identified in the Advertisement for Bids and addenda as appropriate. Representatives of Owner and Engineer will be present to discuss the Project. Bidders **should** attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than forty-eight (48) hours prior to the date for opening of Bids may not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. The final addenda shall be issued at a minimum of twenty-four (24) hours prior to the opening of bids' date and time.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a cashier's or certified check, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting requirements acceptable to the owner.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults as set forth in this Section 8.02.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **61** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a milestone, substantial completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 See Section 60-03 of the General Provisions.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 Bidders shall submit Section 00 43 36, List of Proposed Subcontractors with the Bid, for prior approval of the Owner.
- If requested by Owner, before executing any subcontract, and within three (3) days after Bid opening, the apparent Successful Bidder, and any other Bidder so requested, shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award. Declining to make requested substitutions will **not** constitute grounds for forfeiture of the Bid security of any Bidder.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, or other individuals or entities.

- 12.03 The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

#### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed either in ink or type and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
  - C. A conditional Bid will not be considered.
- 13.02 A Bid by a corporation or partnership shall be executed in the corporate or partnership name by an officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate or partnership address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

- 14.01 Unit Price
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract price will be determined in accordance with Section 90 of the General Provisions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the figures.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Owner deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents.

**ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title and number(s) (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." The Bidders name and return address shall be plainly marked on the package. Mailed Bid shall be addressed to the address in the Advertisement.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may be disqualified from further bidding on the Work, at the discretion of the Owner.

**ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to 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 Bids; or proceed with the work otherwise.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to **not** be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its **deductive** alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - D. In the comparison of Bids, schedules will be applied in the same order of priority as listed in the Bid Form. For comparison purposes schedules will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions to Bidders, the award may be made to said Successful Bidder for the schedule in which the Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the Work for which the identity of subcontractors and suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed subcontractors or suppliers.
- 19.06 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.
- 19.08 Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid schedule. In the event the Work is contained in more than one Bid schedule, the Owner may award schedules individually or in combination. In the case of two or more Bid

schedules which are alternative to each other, only one of such alternative schedules will be awarded.

**ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Section 30-05 of the General Provisions, as may be modified by the Special Provisions, sets forth Owner's requirements as to performance, payment bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF CONTRACT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. The Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 50-05 of the General Provisions.

**ARTICLE 22 – SALES AND USE TAXES**

- 22.01 The project **Owner is not** exempt from **Arkansas** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes **shall** be included in the Bid.
- 22.02 Retainage
- 22.03 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Section 90-06 of the General Provisions.

**ARTICLE 23 – CONTRACTS TO BE ASSIGNED**

- 23.01 Not Used

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END OF INSTRUCTIONS TO BIDDERS

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**00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS**

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	<b>Completed*</b>	<b>Spec. Section</b>
Acknowledgement of All Addenda	<input type="checkbox"/>	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	<input type="checkbox"/>	00 41 00
2. Bid Bond	<input type="checkbox"/>	00 43 13
3. List of Proposed Subcontractors	<input type="checkbox"/>	00 43 36
4. Qualifications Statement	<input type="checkbox"/>	00 45 13
*Check when filled out, signed, and included with submission of bid packet.		

**Within three (3) days after Bid Opening:**

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

**Within fifteen (15) days after Notice of Award:**

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

**Prior to Construction (Awarded Contractor):**

1. Construction Schedule - before preconstruction conference
2. Contractor Safety Plan Compliance Documents (SPCD)

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Seal (if incorporated)

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

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

City, State, Zip Code: \_\_\_\_\_

Contractor Number: \_\_\_\_\_

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

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

Contact Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature of Authorized Agent for Bidder: \_\_\_\_\_

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

**00 41 00 BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**CITY OF NEWPORT**  
**3800 Operations Dr, Newport, AR 72112**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Arkansas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

**Addendum No.**

**Addendum, Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site

that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.
- L. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions**.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.

#### **5.03 BID ALTERNATES**

A. The undersigned Bidder offers to make, at the bid alternate prices (**Deductive**) following, the changes in the Work covered in the total bid price set forth in unit price schedule ("Total Base Bid Price") that are specified in the bid alternates priced below:

B. It is understood that:

1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price's project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price's project and the decrease in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
2. **Any bid items contained within the alternate unit price schedule that are measured quantities (TN, SY, CY, SF, LF, EA, etc.) shall match exactly the unit price found within the base bid unit price schedule. Lump sum bid items will not be required to meet this requirement.**
3. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
4. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
5. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.
6. Reference Document 00 21 00, Article 19 for Method of Award.
7. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total

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combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

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**NEWPORT MUNICIPAL AIRPORT**  
**M19 2024 HANGAR CONSTRUCTION**  
**UNIT PRICES - SCHEDULE 1**  
**80' X 60' BOX HANGAR**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	100%		
2	SS-230-4.1	8" ARDOT Concrete Pavement	SY	90		
3	SS-230-4.2	5" ARDOT Concrete Sidewalk	SY	10		
4	SS-295-28.1	80' x 60' Box Hangar w/ 70' x 18' Aircraft Door	LS	100%		
5	SS-300-5.1	Lockout/Tagout Procedures	LS	100%		
6	SS-300-5.2	Installation of New Electrical Service to New Hangar	LS	100%		
7	SS-302-3.1	Power Utility Allowance	ALLOW	100%	\$8,000.00	\$8,000.00
8	SS-420-5.1	Sewer Service Line and Appurtenances	LS	100%		
9	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%		

**TOTAL BID - SCHEDULE 1** \_\_\_\_\_

**Deductive Alternate #1**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	SS-295-28.1	Deductive Alternate #1: Horton Stack Door	LS	100%		

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (00 43 13);
  - B. List of Proposed Subcontractors (00 43 36)
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - D. Contractor's License No.: \_\_\_\_\_ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

---

By:

*[Signature]*

---

*[Printed name]*

---

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

---

*[Printed name]*

---

Title:

---

Submittal Date:

---

Address for giving notices:

---

---

---

Telephone Number:

---

Fax Number:

---

Contact Name and e-mail address:

---

---

Bidder's License No.:

*(where applicable)*

---

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**00 43 13 BID BOND**

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

---

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**BID**

Bid Due Date:

Description:

**BOND**

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint ventures, if necessary.*

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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**00 43 36 LIST OF PROPOSED SUBCONTRACTORS**

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

**Type of Work:** .....

Subcontractor's Name:.....

**Arkansas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only): .....

**Type of Work:** .....

Subcontractor's Name:.....

**Arkansas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only): .....

**Type of Work:** .....

Subcontractor's Name:.....

**Arkansas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established:.....

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Annual Gross Receipts (enter the range only): .....

**Type of Work:** .....

Subcontractor's Name: .....

**Arkansas** License No.: .....

Address: .....

DBE: Yes / No (circle one)      Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

**Bidder (General Contractor):** .....

**Arkansas** License No.: .....

Address: .....

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

By: ..... \*

Title: .....

Percent of Contract to be Completed by DBE: .....

\*Signature must be the same as on the Bid form.

**Notes:**

- (1) This form must be completed and submitted with *good faith effort* documentation provided in the sealed Bid to be considered responsive at the time of the bid opening.
- (2) Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY  
LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED FOR:

Owner:

CITY OF NEWPORT

Project Name:

M19 2024 HANGAR CONSTRUCTION

TYPE OF WORK:

The construction of an 80' X 60' Box hangar and associated sitework and  
Utilities.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

4. AFFILIATED COMPANIES:

Name:

Address:

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

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

☐ CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

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

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

☐ LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

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



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☐ JOINT VENTURE

Sate of Organization:

---

Date of Organization:

---

Form of Organization:

---

Joint Venture Managing Partner

- Name:

---

- Address:

---

---

---

Joint Venture Managing Partner

- Name:

---

- Address:

---

---

Joint Venture Managing Partner

- Name:

---

- Address:

---

---

**6. LICENSING**

Jurisdiction:

---

Type of License:

---

License Number:

---

Jurisdiction:

---

Type of License:

---

License Number:

---

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐ YES ☐ NO

If YES, attach as an Attachment details including where and why.

**7. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise:

\_\_\_\_\_

Minority Business Enterprise:

\_\_\_\_\_

Woman Owned Enterprise:

\_\_\_\_\_

Small Business Enterprise:

\_\_\_\_\_

Other (\_\_\_\_\_):

\_\_\_\_\_

**8. BONDING INFORMATION**

Bonding Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Bonding Agent:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Aggregate Bonding Capacity:

\_\_\_\_\_

Available Bonding Capacity as of date of this submittal:

\_\_\_\_\_

**9. FINANCIAL INFORMATION**

Financial Institution:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Account Manager:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Credit available:

\$ \_\_\_\_\_

**10. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**11. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: \_\_\_\_\_

Include the following as attachments:

If requested after the bid, ]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

If requested after the bid, ]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

If requested after the bid, ]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

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Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

**12. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

**13. ELECTRICAL EXPERIENCE:**

Provide background and experience of the Master Electrician(s) licensed in state of Arkansas (issued by the Arkansas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work.

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

---

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience)\*.
2. Schedule B (Previous Experience)\*.
3. Schedule C (Major Equipment)\*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.
7. Resumes and licenses of key electrical individuals requested in Section 13.

\*Information may be provided on form attached or bidder provided form containing similar information.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work

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# SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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# SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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DELETE THIS PAGE

00 51 00 NOTICE OF AWARD

---

Date of Issuance:

Owner: **CITY OF NEWPORT**

Engineer: **GARVER** Engineer's Project No.: 2300820

Project: M19 2024 Hangar Construction

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [ ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

---

*[describe Work, alternates, or sections of Work awarded]*

The Contract price of the awarded Contract is: \$ [ ]

two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner two counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security *[e.g., Performance bond and Payment bond]* and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

---

Owner:

Authorized Signature

By:

Title:

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

---

Bidder:

Authorized Signature

By:

Title:

Copy: Engineer

*EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.*

**00 52 00 CONTRACT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **M19 2024 Hangar Construction.**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by **Garver, LLC.**
- 3.02 The Owner has retained **Garver, LLC** (“Engineer”) to act as Owner’s representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion
Total Project	90 calendar days

4.03

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$1500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

---

4.04 *Special Damages*

- A. Not Used.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

**ARTICLE 7 – INTEREST**

- 7.01 Not Used.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
  - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
  - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:



1. Executed Contract
  2. Addenda (if any)
  3. Advertisement for Bids
  4. Instructions to Bidders
  5. Bid Form
  6. List of Proposed Subcontractors
  7. Wage Rates
  8. Qualification Statement
  9. General Provisions
  10. Special Provisions
  11. Supplemental Specifications as listed in the Table of Contents
  12. Technical Specifications as listed in the Table of Contents
  13. Drawings
  14. Performance Bond
  15. Payment Bond
  16. Certificates of Insurance
  17. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  18. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and

unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03** *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04** *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05** *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

---

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.*

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

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00 55 00 **NOTICE TO PROCEED**

---

Owner: **CITY OF NEWPORT**

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: **GARVER**

Engineer's Project No.: 2300820

**Project: M19 2024 HANGAR  
CONSTRUCTION**

Effective Date of Contract:

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [\_\_\_\_\_, 20\_\_].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of **calendar** days to achieve Substantial Completion is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following:

*[Note any access limitations, security procedures, or other restrictions]*

---

Owner:

\_\_\_\_\_  
Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

EJCDC® C-550, Notice to Proceed. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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**00 61 13 PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**CITY OF NEWPORT**  
**3800 N Operations Dr, AR 72112**

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



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00 61 16 PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**CITY OF NEWPORT**  
**3800 N Operations Dr, AR 72112**

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

**Newport Regional Airport**  
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

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jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**16. Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	CITY OF NEWPORT	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Garver	Engineer's Project No.:	2300820
Project:	M19 2024 Hangar Construction		

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.]*

Amendments to Owner's responsibilities: ☐ None  
☐ As follows

Amendments to Contractor's responsibilities: ☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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00 72 00 GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-03.01	Agreement	<i>The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents. See also "Contract."</i>
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-09.01	Bid	<i>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</i>



Paragraph Number	Term	Definition
		<i>provisions of the plans and specifications. See also "Proposal."</i>
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
<b>10-10.01</b>	<b>Bidding Documents</b>	<i>The Bidding Requirements, the proposed Contract Documents, and all Addenda.</i>
<b>10-11</b>	<b>Building Area</b>	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.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-13</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-14</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-15</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-16</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded Contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, Payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. <i>See also "Agreement."</i></p>
<b>10-17</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-18</b>	<b>Contract Time</b>	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.
<b>10-19</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted

Paragraph Number	Term	Definition
		and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-30.01	Hazardous Environmental Condition	<i>The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.</i>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

Paragraph Number	Term	Definition
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is <b>Newport Municipal Airport</b> .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the Contract, supplementary to the specifications. Plans may also be referred to as "contract drawings," or "drawings."
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. See also "Bid."
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards 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.
10-54.01	Site	<i>Has the meaning set forth in Section 4.01 of the Instructions to Bidders.</i>
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.

Paragraph Number	Term	Definition
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-63.01	Technical Data	<i>Those items expressly identified as Technical Data in the Special Provisions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site.</i>
10-63.02	Underground Facilities	<i>All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products,</i>

Paragraph Number	Term	Definition
		<i>telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.</i>
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

### 20-01 Advertisement (Notice to Bidders). See Section 00 11 00

**20-02 Qualification of bidders.** ~~See Instructions to Bidders, Article 3. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.~~

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

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

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

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

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

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

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.



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

**20-07 Preparation of proposal.** *See Instructions to Bidders, Article 13.* ~~The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. If so requested, the bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.~~

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

**20-08 Responsive and responsible bidder.** *See Instructions to Bidders, Article 3.* ~~A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.~~

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

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

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

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

**20-10 Bid guarantee.** *See Instructions to Bidders, Article 8.* ~~Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.~~

**20-11 Delivery of proposal.** *See Instructions to Bidders, Article 15.* ~~Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be~~

~~considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.~~

**20-12 Withdrawal or revision of proposals.** *See Instructions to Bidders, Article 16.* ~~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 ] [ by fax ] [ by email ] before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.~~

**20-13 Public opening of proposals.** *See Instructions to Bidders, Article 17.* ~~Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.~~

**20-14 Disqualification of bidders.** *See Instructions to Bidders, Article 19.* ~~A bidder shall be considered disqualified for any of the following reasons:~~

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

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

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

**20-15 Discrepancies and Omissions.** *See Instructions to Bidders, Article 5.* ~~A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than [ ] days prior to bid opening.~~

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

END OF SECTION 20



## SECTION 30 AWARD AND EXECUTION OF CONTRACT

**30-01 Consideration of proposals.** ~~See Instructions to Bidders, Article 19. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.~~

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

a. ~~If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.~~

b. ~~If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.~~

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

**30-02 Award of contract.** ~~See Instructions to Bidders, Article 19. The award of a contract, if it is to be awarded, shall be made within [ ] calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.~~

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

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

**30-04 Return of proposal guaranty.** ~~See Instructions to Bidders, Article 18. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.~~

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

**30-06 Execution of contract.** ~~See Instructions to Bidders, Article 21. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.~~

**30-07 Approval of contract.** ~~See Instructions to Bidders, Article 21. 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.** ~~See Instructions to Bidders, Article 8. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, Execution of Contract, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.~~

**END OF SECTION 30**

## SECTION 40 SCOPE OF WORK

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

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

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

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

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

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

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

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

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

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

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

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

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

**END OF SECTION 40**





## SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

**50-04 List of Special Provisions.** See Special Provisions (Section 00 73 00)

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

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

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

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

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

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

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

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil 3D**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

**END OF SECTION 50**



## SECTION 60 CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

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

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

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance



for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

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

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

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

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

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

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

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

**60-05 Engineer/ Resident Project Representative (RPR) field office.** See Section C-105. ~~—The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.—~~ [ An Engineer/RPR field office is not required. ]

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

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

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

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

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

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

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

**END OF SECTION 60**



## SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

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

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

Owner	Contact	Phone Number
Newport Regional Airport	James Mclarty	870-523-3613

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

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

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

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

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

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

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

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheets GC-001 to GC-101 of the project plans.

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

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

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

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

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

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any

member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

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

*Detailed phasing information is provided in the Construction Safety and Phasing Plan.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

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

to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

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

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

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

**70-21 Insurance Requirements.** *See Special Provisions.*

**END OF SECTION 70**





## SECTION 80 EXECUTION AND PROGRESS

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

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

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

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

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

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between

the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

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

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

*Details of liquidated damages are included in the Contract.*

*Construction time shall be as included in the Contract (Agreement).* ~~The maximum construction time allowed for Schedules [ ] will be the sum of the time allowed for individual schedules but not more than [ ] days.~~ Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

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

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may

appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

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

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

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

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

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

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

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

**END OF SECTION 80**



## SECTION 90 MEASUREMENT AND PAYMENT

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

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

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

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

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

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

### MEASUREMENT AND PAYMENT TERMS

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights



Term	Description
	or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton or hundredweight.
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p>

Term	Description
	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.
<b>Rental Equipment</b>	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
<b>Pay Quantities</b>	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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

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

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

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

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

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

**a.** 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 for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

**(1)** Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

**(2)** In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

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

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

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

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

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

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other

sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

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

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

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

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

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

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

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

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

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

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

**90-10 Construction warranty.**

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

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

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

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

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

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

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

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

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

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

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

- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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**00 73 00 SPECIAL PROVISIONS**

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## SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

### A-01 CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, religion, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

#### **Title VI Solicitation Notice:**

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **Compliance with Nondiscrimination 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. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information,

the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities:**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) prohibit discrimination on the basis of disability in the operation of public entities, public and private

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transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

**A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**SECTION B – STATE TERMS AND CONDITIONS**

**B-01      GENERAL**

The intent of this section is to outline the requirements set forth by the State of Arkansas; however, this section does not claim to include all State laws. All requirements set forth by the State of Arkansas for bidding and construction shall be included by reference herein. If for any reason that the Federal and/or State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

**B-02      BIDDING**

**B-02.01** Act 150 of 1965, as amended, has been interpreted, by the State Contractor's Licensing Board, to require a contractor to have a current Arkansas contractor's license in order to submit a valid bid for work when the cost thereof is fifty thousand dollars (\$50,000) or more.

**B-02.02** Act 159 of 1949, as amended, requires the bidder to list his mechanical, plumbing, electrical, and roofing and sheet metal subcontractors.

**B-03      BONDING**

Bonding shall be executed pursuant to the terms of Arkansas Code Annotated §§ 18-44-501 et. Seq., as amended.

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**SECTION C – LOCAL TERMS AND CONDITIONS**

**C-01 CONTRACTOR'S INSURANCE**

Contractor shall obtain insurance of the types and in the amounts described below, but in no event shall such limits be less than those required by applicable law. The insurance shall be written by insurance companies and on forms acceptable to Owner.

**Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.**

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Owner's and Contractor's Protective Liability Insurance: Contractor shall maintain Owner's and Contractor's Protective Liability (OCP) insurance on behalf of Owner and Garver, LLC, as named insured, with a limit of \$1,000,000.

~~C-01.4 Railroad Protective Liability Insurance: If applicable to the Project, Contractor shall maintain railroad protective liability insurance on behalf of Owner, as named insured with a limit of \$X,XXX,XXX [as required by the railroad].~~

~~C-01.5 Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance with a limit not less than \$2,000,000 per claim. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of three years after Substantial Completion. If such professional~~



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~~design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.~~

C-01.6 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.7 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance in accordance with statutory limits.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.8 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

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C-01.9 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.10 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.11 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.12 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount of additional premium required for including the Owner and Garver, LLC on the Contractor's policy as additional insured shall be subsidiary to other contract items. The Engineer has the right to request justification from the contractor for the full amount of the cost included under this item.

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:  
James McLarty  
3800 N. Operations Drive  
Newport, Arkansas 72112  
newportairport@suddenlinkmail.com

Garver:  
Brendan Oman, PE  
4701 Northshore Drive  
North Little Rock, AR 72118  
BROman@GarverUSA.com

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C-01.13 Sample Certificate of Liability Insurance:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) (must be dated)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Agency Name Agency Address  www.stephens.com		CONTACT NAME: Agency contact PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No): E-MAIL ADDRESS: Agency contact email address INSURER(S) AFFORDING COVERAGE INSURER A: Carrier Name (AM Best Rating) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
INSURED Named Insured on the policies		NAIC #				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	XXXXXXXXXX			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ XXXXX	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	XXXXXXXXXX Umbrella / Excess only if needed to meet the required underlying General Liability limit			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XXXXXXXXXX			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			XXXXXXXXXX			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.						
CERTIFICATE HOLDER Owner and Garver LLC				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (must be signed by the Contractor's Insurance Agent)		

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**C-02 UTILITIES**

All work in this contract shall be in accordance with the Arkansas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

**C-03 LEGAL HOLIDAYS**

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-05 for more information.

**C-04 PROJECT MEETINGS AND COORDINATION**

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

**C-05 EXTENSIONS OF TIME**

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. These include days with a mean temperature lower than 32° F and days with more than 0.1" of precipitation. Days with more than 0.5" of precipitation are counted as two days. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

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(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	23	2
February	14	1
March	13	0
April	11	0
May	11	1
June	7	1
July	8	1
August	9	0
September	5	1
October	7	1
November	9	2
December	12	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
  - a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
  - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. Weather reporting locations and procedures shall be discussed during the preconstruction meeting. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

The Contractor shall provide notice to the Engineer each week, in the form of written letter or e-mail, to document weather and site conditions and request certain days be deemed non-conductive due to weather or site conditions. At a minimum, reports shall contain average temperature, 24 hour rainfall and information source. The notice shall be received by the Engineer's representative by the close of business of each Tuesday for the previous week of contract time. Failure to provide the written documentation by the close of business each Tuesday shall result in all seven days of the previous week being deemed conducive. These notices shall serve as justification for whether or not an extension of time is granted, if merited. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work

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was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

**C-06 QUALITY ASSURANCE/MATERIALS TESTING**

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

**C-07 RECORD DOCUMENTS**

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

**C-08 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES**

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

**C-09 CONSTRUCTION WARRANTY OBSERVATION COST**

The Contractor will be responsible for all costs associated with construction observation and oversight for work related to warranty repair as described in the General Provisions.

**C-10 CONTRACTOR'S RELEASE AND AFFIDAVIT**

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

**C-11 SUBMITTALS**

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically

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established for this project. Electronic submittals shall be in Adobe Acrobat (\*.PDF) format and shall be legible when printed.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

**C-12 STORMWATER POLLUTION PREVENTION PLAN**

The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the Arkansas Department of Environmental Quality (ADEQ) and that construction sites where soils are disturbed are required to be permitted in accordance with ADEQ Permit Number AR150000. This regulation is mandated by Title 40 *Code of Federal Regulations* (CFR) 122.26. The contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction and/or prior to submission of the document to ADEQ (if required). The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the contractor from contacting ADEQ, and making his own arrangements for such an exemption. The contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate measurement or payment for any facilities, materials, or equipment needed by the contractor to comply with the permit.

**END OF SPECIAL PROVISIONS**

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**RELEASE OF LIEN**

FROM: Contractor's Name: \_\_\_\_\_

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

TO: Owner's Name: \_\_\_\_\_

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

DATE OF CONTRACT: \_\_\_\_\_

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

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project.

Contractor's Signature: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name: \_\_\_\_\_

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

TO: Owner's Name: \_\_\_\_\_

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

DATE OF CONTRACT: \_\_\_\_\_

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

\_\_\_\_\_

project have been fully satisfied.

Contractor's Signature: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: \_\_\_\_\_

Surety Company: \_\_\_\_\_

By: \_\_\_\_\_  
Resident Agent, State of Arkansas

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**ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)**

**DESCRIPTION**

**101-1.1** The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval. No separate payment shall be made for completion of the SPCD.

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**Contractor Safety Plan Compliance Documents**

Owner Name: NEWPORT AIRPORT COMMISSION

Airport: Newport Regional Airport

Project Description: M19 2024 Hangar Construction

Contractor: \_\_\_\_\_

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principal or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Coordination:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety and Phasing Plan.

<b>Owner: NEWPORT AIRPORT COMMISSION</b>	
<b>Contact:</b>	<b>Phone:</b>
<b>Engineer:</b>	
<b>Project Manager: Brendan Oman</b>	<b>Phone: 501-435-1291</b>
<b>Project Engineer:</b>	<b>Phone:</b>
<b>Construction Observer:</b>	<b>Phone:</b>
<b>Materials Testing:</b>	<b>Phone:</b>
<b>Contractor:</b>	
<b>Project Manager:</b>	<b>Phone:</b>
<b>Superintendent:</b>	<b>Phone:</b>
<b>Subcontractors:</b>	<b>Phone:</b>

Yes \_\_\_\_\_ No \_\_\_\_\_

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety and Phasing Plan.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 “Protection of Navigational Aids (NAVAIDS)” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 “Contractor Access” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 “Wildlife Management” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 “Foreign Object Debris (FOD) Management” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 “Hazardous Materials (HAZMAT) Management” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 “Notification of Construction Activities” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 “Inspection Requirements” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 “Underground Utilities” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 “Penalties” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 “Special Conditions” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_



**Newport Regional Airport**  
**M19 2024 Hangar Construction**

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14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with Section 14 “Runway and Taxiway Visual Aids” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 “Marking and Signs for Access Routes” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 “Hazard Marking and Lighting” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

17. **Section 17 – Work Zone Lighting for Nighttime Construction:** This project shall be completed in accordance with Section 17 “Work Zone Lighting for Nighttime Construction” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

18. **Section 18 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 18 “Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

19. **Section 19 – Other Limitations on Construction:** This project shall be completed in accordance with Section 19 “Other Limitations on Construction” of the approved Construction Safety and Phasing Plan.

Yes\_\_\_\_\_No\_\_\_\_\_

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: \_\_\_\_\_  
Contractor's Authorized Representative

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

\_\_\_\_\_  
Print Name and Title of Contractor's Representative

**END OF ITEM SS-101**

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**ITEM SS-110 STANDARD SPECIFICATIONS**

**GENERAL**

**110-1.1** The standard specifications of the Arkansas Department of Transportation (ARDOT) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from the ARDOT at their customary charge.

**INCORPORATION AND MODIFICATION**

**110-2.1** Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

**110-2.2** Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

**110-2.3** Individual material test numbers change from time to time. Use the latest applicable test.

**110-2.4** Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

**END OF ITEM SS-110**

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**ITEM SS-120 CONSTRUCTION SAFETY AND SECURITY**

**DESCRIPTION**

**120-1.1** This item covers safety and security for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The item "Construction Safety and Security" shall include:

1. Lighted Barricades
2. Airport Security Requirements
3. Airport Safety Requirements

**CONSTRUCTION METHODS**

**120-2.1 Lighted barricades.**

a. The Contractor shall furnish, install, maintain, and remove lighted barricades in accordance with details on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway and runway markers shall be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

b. All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and closed taxiway and runway markers will not be measured for separate payment, but will be considered subsidiary to the bid item "Construction Safety and Security."

**120-2.2 Airport security requirements.** The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

**120-2.3 Airport safety requirements.** The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

**MEASUREMENT AND PAYMENT**

**120-3.1** Construction safety and security will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Construction Safety and Security", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

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Payment will be made under:

Item SS-120-3.1      Construction Safety and Security - per Lump Sum

**END OF ITEM SS-120**

## ITEM SS-140 DEMOLITION AND DISPOSAL

### DESCRIPTION

**140-1.1** This item shall consist of the removal and satisfactory disposal of unsatisfactory materials; pavements; water and sewer pipes; signs, sign supports, sign foundations; curb, and curb & gutter; sidewalk; driveways; fence and gates; guardrail; retaining walls; manholes; drainage structures (including reinforced concrete channels, headwalls, and wingwalls); underdrain pipe and cleanouts; buildings; concrete or masonry foundations; and concrete ducts and pipe culverts; pavement markings; and, other miscellaneous items that conflict with the new construction. Items not specifically identified for payment shall be considered incidental to established pay items and separate payment will not be made. While an attempt has been made to identify items required to be removed, all items may not be designated in the plans. The Contractor shall make his own estimate of the demolition work required.

The removal of pavement includes sawcutting, removal, disposal and permanent repair of portions of the existing pavement in accordance with these specifications and in conformity to the dimensions and details shown on the plans. The actual limits of removal and repair will be as directed by the Engineer. All pavement material removed shall be disposed of off-site, or as directed by the Engineer.

### MATERIALS

**140-2.1** All materials used in conjunction with demolition shall be furnished by Contractor, subject to the approval of the Engineer, and will be considered incidental to the related demolition pay item.

### CONSTRUCTION METHODS

**140-3.1 General.** No demolition shall be started until the work has been laid out and approved by the Engineer. All materials and debris removed and not salvaged shall be removed from the site and disposed of in an off-site location (landfill) in accordance with local, State, and Federal rules, regulations, and laws, unless otherwise noted. All debris to be disposed of shall not be stockpiled in Contractor's staging area. Material designated to be salvaged shall be removed in sections or pieces which may be readily transported and stored at specified sites without damage. The remaining site and/or materials shall be backfilled, compacted, and restored to as near the original condition as possible or as shown on the drawings.

Equipment used for removals shall be in good repair and in first-class condition and shall be capable of removing required items without significantly disturbing the underlying materials.

Items to remain in place shall be protected by Contractor. Any damage to items to remain in place caused by Contractor shall be repaired immediately to Owner's satisfaction at Contractor's expense.

**140-3.2 Pavement Demolition.** All surface items such as curb, curb & gutter, driveways, parking areas, walks, steps, asphalt and concrete pavements, and walls shall be separated or broken away from the adjacent part of any structure designated to remain in place by a vertical saw cut along the line designated by the Engineer. The edge of the structure left in place shall be approximately vertical with no abrupt changes in alignment. Any damage to or removal of the structure designated to remain in place shall be repaired or replaced to the satisfaction of the Owner and at no cost to the Owner. Concrete pavement to be removed includes reinforcing steel and steel dowels.

Existing pavement and base course (regardless of material encountered) shall be removed to the depth required for replacement with the new pavement section or topsoil, at the locations shown on the plans or as directed by the Engineer. The Contractor shall take care not to damage adjacent pavement section materials which are to remain in place. Sound pavement materials damaged by the Contractor shall be removed and replaced at the Contractor's expense.

Unless noted otherwise, sawcutting will be required at the edge of removal areas using the full-depth, double sawcut method specified on the drawings without damaging adjacent materials to remain. The pavement section removal, including base and subgrade, shall proceed to the depth necessary to accommodate the new pavement section thickness. The sawcut edge shall be protected from damage until the finished surface has been completed. Edges which are damaged shall be sawn the entire length of the matching joint prior to placing the finished surface. Over-sawcutting at corners will not be allowed.

All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

Holes, ditches, or other abrupt changes in elevation caused by the removal operations that could obstruct drainage or be considered hazardous or unsightly shall be backfilled, compacted, and left in a workmanlike condition.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

**140-4.1** Demolition and Disposal shall not be measured for separate payment but considered subsidiary to other items.

**END OF ITEM SS-140**



## ITEM SS-230 PORTLAND CEMENT CONCRETE PAVEMENT

### DESCRIPTION

230-1.1 This section covers the construction of a pavement composed of Portland cement concrete, with or without reinforcement as specified, constructed on a prepared base course in accordance with these specifications and in conformance with the lines, grades, thicknesses, typical sections, and details shown in the Plans.

### STANDARDS

230-2.1 Materials, equipment, construction methods, and testing for Portland Cement Concrete Pavement shall be in accordance with SECTION 501 – PORTLAND CEMENT CONCRETE PAVEMENT of the Standard Specifications, except as modified or augmented herein. Joints shall be constructed in accordance with the details in the Plans.

### CONSTRUCTION METHODS

230-3.1 Mix Design and the Contractor's Quality Control sampling and testing shall be in accordance with SECTION 501 of the Standard Specifications, except as modified herein. Design and Quality control of Portland Cement Concrete Pavement will consist of the Contractor furnishing acceptable mix designs and performing all applicable quality control and acceptance sampling and testing. Proportioning shall provide for a minimum 28-day compressive strength of 4,000 psi.

230-3.2 STEEL REINFORCEMENT: Reinforcing shall consist of bar mats conforming to the requirements of ASTM A 184 or A 704. Mats shall be #4 bars @ 12" O.C.

230-3.3 Acceptance sampling and testing as required will be performed by the Engineer.

230-3.7 TOLERANCE IN PAVEMENT THICKNESS: The pavement shall be constructed in accordance with the thickness required by the typical section shown on the Plans. Tolerance shall be as described in the Standard Specifications.

In lieu of determining pavement thickness by drilling cores, the Contractor shall, before the placement of the PCC pavement and in the presence of the RPR, take depth measurements over the area to be paved. Through the use of stringlines, depth measurements shall be taken at the center of each proposed slab. All measurements shall be accurately recorded in a construction diary.

At locations where the elevation of the base course is too high to allow for the PCC pavement to be placed in compliance with the thickness tolerance (0.04 foot or ½ inch), the base course will be removed and replaced to the correct grade as directed by the Engineer.

230-3.8 TOLERANCE IN PAVEMENT STRENGTH: Compressive strength shall be as specified at 28 days using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Concrete samples shall be furnished by the Contractor and shall be taken in the field to determine the consistency, air content, and compressive strength of the concrete. The samples shall be taken in the presence of the RPR, at locations determined by the RPR. Concrete cylinders shall be made each day that the concrete is placed. Each group of cylinders shall be molded from the same batch of concrete and shall consist of a sufficient number of specimens to provide two compressive strength tests at each test age. Test ages will be 7 days and 28 days.

PCC pavement represented by cylinders not meeting the specified strength shall be removed and replaced at the Contractor's expense, or allowed to remain at a reduced price agreed upon in writing between the Owner and the Contractor.

230-3.9 JOINTS: Joint sealant materials shall meet the requirements of ASTM D 5893 Type SL.

Each lot or batch of silicone sealing compound shall be delivered to the job site in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, shelf life, mixing instructions, and storage instructions and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

Backer rod shall meet the requirements of ASTM D 5249 and shall be both non-reactive and non-adhesive to the concrete and the sealant material.

Initial joint cut shall be in accordance with 501.05(j)(1). Width of initial cut shall be a minimum of 1/8" wide and 4"± 1/4" in depth. Following full cure of concrete pavement, the initial sawcut shall be widened to a width of 1/2" ±1/8" wide and a minimum of 1-1/4" deep.

Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be above 50°F before installation of silicone joint sealing material.

Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, and other foreign material. Cleaning shall be accomplished by waterblasting. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. Upon completion of cleaning, the joints shall be blown out with compressed air free of oil and water. Only air compressors with operable oil and water traps shall be used to prepare the joints for sealing. The joint faces shall be surface dry when the seal is applied.

Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealant shall be installed in accordance with the following requirements:

A backer rod or bond breaker shall be installed as shown on the plans, prior to placement of the joint sealer. The backing material shall be placed as shown on the plans and shall be non-adhesive to the concrete or the sealant material. The self-leveling sealant shall be applied in a continuous operation, by means of approved pressure equipment that will force the sealing material to the bottom of the joint and completely fill the joint without spilling the material on the surface of the pavement. Sealant which does not bond to the concrete surface of the joint walls, contains voids, or fails to set up to a tack-free condition will be rejected and replaced by the Contractor at no additional cost. Before sealing the joints, the Contractor shall demonstrate that the equipment and procedures for preparing, mixing, and placing the sealant will produce a satisfactory joint seal. This shall include the preparation and application of an adequate amount of the sealant that will demonstrate, to the satisfaction of the RPR, the installation of the sealant.

#### MEASUREMENT AND PAYMENT

SS-230-4.1 Portland Cement Concrete Pavement will be measured by the square yard of pavement completed in place in accordance with the plans and specifications. Work completed and accepted under this item at the thickness specified, which price shall be full compensation for furnishing, transporting, and placing of materials, including steel bars for joints and other joint materials; for reinforcement in designated slabs; for the preparation and processing of materials; for mixing, spreading, vibrating, finishing, and curing, sawing, and filling joints; and for all labor, equipment, tools and incidentals necessary to complete the work.

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

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Payment will be made under:

Item SS-230-4.1	8" ARDOT Concrete Pavement – per Square Yard
Item SS-230-4.2	5" ARDOT Concrete Sidewalk – per Square Yard

**END OF ITEM SS-230**

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**ITEM SS-295 PRE-ENGINEERED METAL HANGARS**

**DESCRIPTION**

**295-1.1** Furnish, deliver, and erect the complete pre-engineered metal hangars including foundations; anchor bolts; steel frames; purlins; wall girts; eave girts; exterior and interior wall panels; roof panels; and all miscellaneous framing, trim, fittings, fastening, sealants, glazing and other components to make the steel shell structure conform to these specifications and the contract drawings. Contractor shall also furnish complete foundation design and detailing based on a detailed soils investigation performed by a professional geotechnical engineer, licensed in the state where the construction occurs. The soils investigation will be the responsibility of the contractor to obtain.

The hangars shall be the design of a manufacturer who is regularly engaged in the fabrication of aircraft hangar buildings and hangar doors. The hangar package shall be supplied as a complete system and furnished by a manufacturer who provides hangar doors and hangar buildings as an integral hangar building package. All materials shall be new, unused, and free from defect. The manufacturer's standard components may be used if quality levels and requirements meet or exceed that required of this specification. If any requirement of this specification conflicts with the manufacturer's standard model referenced below, the more stringent of the requirements shall be provided. The manufacturer's electrical and mechanical components shall meet the requirements as specified in this Section, including the supplemental and technical specifications and the drawings. Any manufacturer's name, trade name, brand name or catalog number used in these specifications is for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item approved by the City of Newport.

**295-1.2** The community hangar shall be a Group III Aircraft Hangar, Type II (000) Construction, per NFPA 409 – Standard on Aircraft Hangars and NFPA 220 – Standard on Types of Building Construction.

**295-1.3** Electrical work in this hangar project includes, but is not limited to, empty primary electrical conduits with pullwires, transformer pad and grounding accessories for utility pad mount transformer, complete secondary electrical power service and distribution system and equipment, excavation and backfill for electrical work, foundations and pads for electrical work, racks and support structures, temporary electrical service, feeder and branch circuit power wiring and distribution system, grounding systems, lightning protection systems, interior and exterior lighting and lamps, wiring devices, electrical control systems and interlock wiring, labeling and tagging, and conduit/wiring for all built-in equipment.

**295-1.4** No bathroom will be constructed with this project. A location for a future bathroom is shown in the plans. Water and sewer stub ups shall be installed at this location for future water and sewer service connection for the following services: toilet, floor drain, and sink.

Additional plumbing facilities will consist of a floor drain within the hangar and installation of an oil-water separator.

**295-1.5** In addition to the description above, the community hangar shall include:

- a. 3' pedestrian doors at locations shown in the plans, minimum 2 doors are required
- b. Guttering system for collection of rainwater along the building eave with downspouts located at even spacing along the sides of the building or as directed by the Engineer
- c. Master keys for the Owner

**NOTE: The Contractor shall provide written certification that all aspects of the hangar design and**

hangar construction meet the requirements of this specification and all applicable federal, state and local codes. The certification forms are included in this specification. Letters accompanying the design certification will be completed and signed by a Professional Engineer registered to practice in the State of Arkansas, and shall be furnished to the Owner before construction begins. The certifications shall be completed by the principal or owner of the Contractor's company and furnished to the Owner at defined milestones for use in processing payment.

## **QUALITY ASSURANCE**

### **295-2.1 General design criteria.**

The community hangar shall be constructed per the requirements of NFPA 409 – Standard on Aircraft Hangars, for a Group III Aircraft Hangar classification, to Type II (000) Construction (maximum 12,000 square foot maximum single fire area). Refer to NFPA 220 – Standard on Types of Building Construction for fire resistance rating requirements for Type II (000) construction.

- a. It shall be the Contractor's responsibility to produce and furnish all required construction documents to the appropriate regulatory agencies for their review. It is the Contractor's responsibility to coordinate and furnish all permits, licenses and fees required to construct all aspects of the hangars.
- b. It shall be the Contractor's responsibility to furnish all professional certification required to meet all state and local codes and laws.
- c. The hangar shall be a manufacturer's full nested steel frame, pre-fabricated metal structure. Overall dimensions may vary to suit manufacturer's standard design.
- d. The building shall be designed and fabricated according to AISC and AISI latest specifications.
- e. The building shall be designed to support all mechanical equipment. Additional girts or purlins shall be placed in convenient locations for attachment of all mechanical equipment.
- f. Combination design loads conditions shall be as required by 2021 International Building Code.
- g. The hangar may be "post and beam" for all column lines.
- h. For welded connections, comply with AWS "Structural Welding Code". Welders shall be certified.

### **295-2.2 Structural design loads.** Basic design loads as well as deflection limits are as follows:

- a. Design Loads

Dead Load of Building (D)	Compute for actual building components used
Dead Load allowance for electrical	5 lbs./sq. ft.
Roof Live Load (R)	In conformance with 2021 International Building Code
Wind Load (horizontal) (W)	In conformance with 2021 International Building Code
Seismic (EQ)	In conformance with 2021 International Building Code
Snow Load(s)	In conformance with 2021 International Building Code
- b. Deflection Limits  
(under total load)

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**Newport Regional Airport**  
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Roof sheets and siding sheets	L/180
Roof and wall framing other than sheets	L/180
Sidesway at top of sidewall	L/180 or 2" whichever is less

**295-2.3 Structural member design.** Design each member to withstand stresses resulting from combinations of loads that produce maximum ratio of actual allowable stress in that member, as prescribed in 2021 International Building Code. If required by building size and use, seismic design shall be performed per Arkansas Act 1100.

**295-2.4 Mechanical and electrical standards.** Mechanical and Electrical work shall be performed in accordance with current editions of the standards listed below. Contractor shall utilize the most current editions of standards, which are current at the time of bid and as recognized by the Authority Having Jurisdiction for the respective standard.

- a. Applicable National Fire Protection Association (NFPA) codes, including but not limited to:
  - (1) NFPA 70 - National Electrical Code, including specific work requirements listed in Article 513 – Aircraft Hangars. Including Chapter 8 as revised by the Little Rock Code of Ordinances.
  - (2) NFPA 70E - Standard for Electrical Safety in the Workplace.
  - (3) NFPA 101 - Life Safety Code.
  - (4) NFPA 220 – Types of Building Construction.
  - (5) NFPA 409 – Aircraft Hangars.
  - (6) Internet Website: <http://www.nfpa.org>
- b. Applicable Code of Federal Regulations (CFR) codes, including but not limited to:
  - (1) 29 CFR 1910 - Occupational Safety and Health Standards (OSHA)
  - (2) 29 CFR 1926 - Safety and Health Regulations for Construction.
  - (3) Internet Website: <http://www.gpoaccess.gov/cfr/index.html>
- c. Applicable ANSI and IEEE codes, including but not limited to:
  - (1) ANSI/IEEE C2 – National Electric Safety Code
- d. NECA 1 – Standard for Good Workmanship in Electrical Construction.
- e. Applicable Federal, State, and Local Electrical Codes.
- f. Applicable Federal, State, and Local Energy Codes.
- g. Applicable Federal, State, and Local Building Codes.
- h. Applicable Federal, State, and Local Fire Codes.
- i. Applicable City Electrical Code.
- j. Applicable City Ordinances pertaining to electrical work.
- k. Applicable Federal, State and Local - Environmental, Health and Safety Laws and Regulations.
- l. State of Arkansas Mechanical Code.

**295-2.5 Plumbing standards.** Plumbing work shall be performed in accordance with the current editions of the standards listed below.

- a. Applicable State and City Plumbing Codes.

### **CONSTRUCTION DOCUMENTATION**

**295-3.1 General certification.** The Owner shall not provide review, comment or approve of any Contractor construction documents. The Contractor shall provide written certification that all aspects of the hangar design, hangar construction, and materials meet the requirements of this specification and all applicable federal, state and local codes. The certification forms are included in this specification. The

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design certification will be completed and signed by a Professional Engineer registered to practice in the State of Arkansas, and shall be furnished to the Owner before construction begins. The construction certifications shall be completed by the principal or owner of the Contractor's company, and furnished to the Owner at defined construction milestones for use in processing payment.

**295-3.2 Construction record document.** Furnish two (2) complete sets of foundation, structural, electrical and mechanical construction record documents to the Owner, following completion and acceptance of the hangar. These documents shall be for the Owner's records only, and no review, comment or approval shall be made or implied.

**295-3.3 Shop drawings.** In addition to the above, provide, in reproducible form with prints made by a process approved by the Engineer, shop drawings for major materials where called for and when requested by the Engineer.

Electrical Shop Drawings:

- (1) Lockout/Tagout Program and Safety Program.
  - a) The Contractor shall provide a complete copy of an electrical energy source Lockout/Tagout Program to the Owner, with copy to the Engineer. The document shall clearly identify the on-site master electricians and their contact information, including office and mobile telephone numbers.
  - b) The Lockout/Tagout Program shall comply with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, and meet the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335.
  - c) Implementation of the Lockout/Tagout Program and all other related safety requirements are the sole responsibility of the Contractor.
  - d) The Contractor shall implement an electrical safety program that complies with NFPA 70E and 29 CFR 1926.
  - e) Implementation of the Electrical Safety Program, determining and providing proper Personal Protective Equipment (PPE), training and enforcing personnel to wear the prescribed PPE, conducting work area safety inspections (including correcting deficiencies), and all other related safety requirements are the sole responsibility of the Contractor.
- (2) Switchboards, panelboards, surge arresters, and disconnect switches.
- (3) Motor starters and contactors including custom control wiring diagrams.
- (4) Overcurrent devices including circuit breakers and fuses.
- (5) Light fixtures and lamps.
- (6) Conductors, cables, boxes, and conduits.
- (7) Manholes, handholes, and pull boxes.
- (8) Wiring devices and plates.
- (9) Grounding system and layout.

**295-3.4 Operations and maintenance manuals (O&Ms):**

- a. O&Ms shall comply with the General and Special Provisions and with the General and Supplemental Conditions. Furnish two (2) complete sets.
- b. Securely bind each O&M set in a separate heavy-duty 3-ring, hardcover binder. Group materials by their Specification number. Provide type written index label tabs and a type written label for the spine of the binder, which indicates the included equipment types.



- c. Provide complete descriptions, illustrations, specification data, etc., of all materials, fittings, devices, fixtures, special systems, etc., as required by the individual sections of this Division.
- d. O&Ms of shop drawings, product data and samples will be accepted only when furnished by the Contractor. Data furnished from subcontractors and material suppliers directly to the Engineer will not be processed.
- e. All O&Ms shall provide the following information:
  - (1) General Contractor.
  - (2) Sub-Contractor
  - (3) Distributor and/or Supplier
  - (4) Sales Agency
- f. O&Ms shall not be approved or rejected by the Owner. These documents shall be for the Owner's records only, and no review, comment or approval shall be made or implied.

#### **DELIVERY, STORAGE AND HANDLING**

**295-4.1** Deliver and store pre-fabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weathertight ventilated covering. Store metal sheets or panels so that weather accumulations will drain freely. Do not store sheets or panels in contact with other materials which might cause deflecting.

#### **WARRANTY**

**295-5.1 General.** Any warranties listed in this section shall be in addition to the Owner's general warranties included in the Contract documents.

**295-5.2 Roofing and siding panel finish warranty.** Furnish the roofing and siding panel manufacturer's written warranty, covering failure of the factory-applied exterior finish on metal wall, roof panels, and liner panels within the warranty period.

**295-5.3 Warranty period.** The warranty period for factory-applied exterior finishes on wall and roof panels is 20 years after the date of Substantial Completion.

#### **COORDINATION**

**295-6.1** The Contractor is responsible for coordinating dimensions and foundation details with the building supplier, reinforcing steel supplier, subcontractors, his forces and any other affected parties to assure a complete, sound and finished project. Contractor shall carefully examine all items of work to be thoroughly familiar with items that require connections and coordination. Notify other tradesman of any deviations or special conditions necessary for the installation of the work. Interference between works of various disciplines shall be resolved by the Contractor prior to installation. Work installed not in compliance with the standards listed and without properly checking and coordinating as specified above shall, if necessary, be removed and properly reinstalled without additional cost to the Owner.

**295-6.2** Equipment shall be installed in accordance with manufacturer's recommendation. Make all final electrical connections and coordinate all items with other trades.

**295-6.3** Correct unnecessary damage caused due to installation of work, brought about through carelessness or lack of coordination. All openings, sleeves, and holes in slabs to be properly sealed, fire proofed and water proofed.

### **INSPECTION FEES AND PERMITS**

**295-7.1** Obtain and pay for all necessary permits and inspection fees required for construction. It shall be the Contractor's responsibility to become familiar with all permits and inspection fees associated with the corporate hangar construction at the site.

**295-7.2** Contractor shall coordinate with utility companies and shall be responsible for all underground or aboveground differential costs charged by the utilities for new services to the facility.

### **MATERIALS**

**295-8.1 Hot-rolled structural shapes.** ASTM A 36 or A 572.

**295-8.2 Tubing or pipe.** ASTM A 500, Grade B; ASTM A 501; or ASTM A 53.

**295-8.3 Members fabricated from plate or bar stock.** 42,000 psi minimum yield strength; ASTM A 529, A 570, or A 572.

**295-8.4 Members fabricated by cold forming.** ASTM A 607, Grade 50.

**295-8.5 Galvanized steel sheets.** ASTM A 446 with G90 coating; "Class" to suit building manufacturer's standards.

**295-8.6 Anchor bolts.** A307 non-headed, Grade C.

**295-8.7 Concrete.** Minimum 3,500 psi compressive strength at 28 days, or as specified by the structural engineer of record.

**295-8.8 Reinforcing steel.** ASTM A 615, Grade 60; deformed billet steel bars, unfinished.

**295-8.9 Welded wire fabric.** ASTM A 185.

### **STRUCTURAL FRAMING COMPONENTS**

**295-9.1 Steel frames.** Hot rolled structural steel shapes or tubing. Factory welded and shop painted. The main structural steel frames may be of post and beam or rigid frame at the Contractor's option. Furnish complete with attached plates, bearing plates, and splice members. Factory drilled for bolted field assembly.

**295-9.2 End wall framing.** May be post and beam or rigid frame at Contractor's option.

**295-9.3 End wall columns.** Hot rolled structural shapes or tubing. Shop painted.

**295-9.4 Rod bracing.** Adjustable, threaded steel rods, ½" diameter minimum; ASTM A 36 or A 572, Grade D.

- a. Secondary Framing: Purlins, eave struts, wall girts, flange and sag bracing; minimum 16 gage rolled formed sections. Shop painted.

- b. Base channel, sill angle, end wall structural members (except columns and beams), purlin spacers; minimum 14 gage cold formed steel, galvanized.

**295-9.5 Bolts.** ASTM A 325 as necessary for design loads and connection details. Shop painted, except provide zinc plated units when in direct contact with panels.

## **ROOFING AND SIDING**

**295-10.1 General.** Provide manufacturer's standard roofing and siding sheets. Provide flashings, closers, fillers, metal expansions joints, ridge covers, fascias, soffits and other sheet metal accessories, factory formed of same materials and finish as roofing and siding.

### **295-10.2 Siding sheets.**

- a. For exterior walls, interior walls, and liner panels, provide Standard 26 Ga. galvalume coated wall sheets by the building manufacturer or approved equal. Exterior and interior wall sheets shall be furnished full height. Exterior wall sheets shall be painted on one side with the painted side facing the exterior of the building; interior wall sheets and liner panels shall not be painted.
- b. Exterior wall sheet shall cover all structural members of the building when the building is closed.
- c. Exterior trim pieces shall be provided in manufacturer's standard configuration and attachment. Trim finish shall conform to siding finish.
- d. Fasteners to be self-drilling sheet metal screws finished to match siding. Fasteners shall have bonded sealing washers.
- e. Finish color shall be selected from the owner from the manufacturer's list of standard colors.

**295-10.3 Roof system.** All Roofing: Roof sheets shall be standard 26 Ga. galvalume coated panels by the building manufacturer or approved equal. Roof panels shall be painted PAC-CLAD Metallic Finished Weathered Zinc. Panels shall be furnished full length from building eave to ridge purlin. A pre-formed ridge cap shall be provided. Furnish written twenty-year (20) warranty on materials.

## **MISCELLANEOUS MATERIALS**

**295-11.1 Flexible closure strips.** Closed-cell, expanded cellular rubber, self-extinguishing, cut or premolded to match corrugation configuration of roofing and siding sheets. Provide necessary to ensure weathertight construction.

**295-11.2 Sealing tape.** 100% solids, pressure sensitive grey polyisobutylene compound tape with release paper backing. Not less than 1/2" wide and 1/8" thick, nonsag, nontoxic, nonstaining and permanently elastic.

**295-11.3 Joint sealant.** As standard with the building manufacturer.

**295-11.4 Door stops.** Door stops shall be provided for all pedestrian doors to ensure that adjacent walls are not damaged and locking systems are not affected.

**295-11.5 Insulation.** Insulation with white WMP-50 facing on roof, exterior walls, and doors. "R" value shall be R13. Wall insulation shall be R13 with white WMP-50 facing. Roof insulation shall be R19 with white WMP-50 facing.

**295-11.6 Fire extinguishers, cabinet and accessories.** Larsen's Manufacturing Company is specified. Equivalent products of J. L. Industries and Potter Roemer are acceptable.

- a. Each installation shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers, including mounting heights.
- b. Extinguisher: UL Rating 80B:C, minimum 10 lb. capacity, the fire-fighting agent shall be Purple K dry chemical.
- c. Cabinet: Architectural Series, Model 2409-SM steel cabinet for surface mounted installation with full wire glass vision panel. Provide cabinet in manufacture's standard white color. Provide with standard brackets. Provide with minimum 3 keys per each lockable cabinet.
- d. Sign: Double-sided 4"x18" photo-luminescent sign with text "FIRE EXTINGUISHER", mounted directly above the cabinet with BOTTOM of sign at 80" above finished floor.
- e. Installation: Install Cabinet and Extinguisher so that the handle of extinguisher is 48" above finished floor. Fire extinguisher cabinets shall be mounted to a 1 - 5/8" galvanized unistrut which is attached to the concrete floor with galvanized steel mounting bracket and sidewall girt.

**295-11.7 Pedestrian Doors.**

**a. Steel Door**

- i. Manufacturers: Steelcraft (Allegion), Ceko Door Products (ASSA Abloy Group Company), Curries Company (ASSA Abloy Group Company), or approved equal.
- ii. Heavy Duty Doors: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B.
  - 1. Type: As indicated, refer to details.
  - 2. Thickness: 1-3/4".
  - 3. Face: Metallic-coated steel sheet, minimum 0.042 inch thickness, ASTM A 653, A60 galvalume coating.
  - 4. Edge Construction: Model 2, Seamless construction (no visible seams on face or vertical edge).
  - 5. Edge Bevel: Provide manufacturer's standard beveled or square edges.
  - 6. Top Edge Closures: Close top edges of doors with flush closure of same material as face sheets. Seal joints against water penetration.
  - 7. Bottom Edges: Close bottom edges of doors, where required for attachment of weatherstripping, with end closures or channels of same material as face sheets. Provide weephole openings in bottoms of exterior doors to permit moisture to escape.
  - 8. Core: Manufacturer's standard.
- iii. Frames: ANSI A250.8, Level 3, Model 2, Performance Level 3; fully-welded, metallic-coated steel sheet, 0.053 inch minimum thickness, ASTM A 653, A60 galvalume coating; combination stop and frame channel section, rabbeted for doors, of type and style indicated.
  - 1. Anchors/Fasteners: Supply the proper fastenings and/or anchors to secure frames in each type of structural framing indicated.
  - 2. Silencers/Mutes: Drill stops to receive a minimum of 3 silencers on strike jamb.
- iv. Primer; manufacturer's standard rust inhibitive touch up primer.
- v. Anchors, Fasteners, Accessories; manufacturer's standard.

- vi. Channel Fillers: Flush steel at top channel of exterior doors.
  - vii. Hardware: Comply with requirements of ANSI A 250.6 and ANSI A 115 for door and frame preparation for hardware.
  - viii. Preparation: Prepare hollow metal units to receive mortised and concealed finished hardware, including cutouts, reinforcing, drilling and tapping, in accordance with final approved Finish Hardware and templates provided by the hardware supplier. Reinforce hollow metal units to receive surface-applied hardware. Drilling and tapping for surface-applied hardware will be done on the job site.
  - ix. Location of Hardware: Locate finish hardware as indicated in final shop drawings and/or in compliance with ANSI A 250.8.
  - x. Finish: Dress tool marks and surface imperfections to smooth surfaces and remove irregularities. Chemically treat and clean doors and frames. Apply manufacturer's standard baked-on rust inhibitive primer complying with ANSI A 250.10 for performance and acceptance criteria.
- b. Hardware
- i. Furnish complete hardware of every sort and description as required to adequately equip all movable parts throughout the building for perfect operation. Furnish hardware not specified but obviously required for completion of the project, conforming to size, function, quality, and utility of other hardware specified. Hardware shall be in compliance with ADA requirements.
  - ii. Qualification of Supplier: The finish hardware supplier shall have in his employ an AHC member of the American Society of Architectural Hardware Consultants.
  - iii. AHC Inspection: Before final inspection of work under this contract and acceptance of project by Owner, visit the site and carefully inspect hardware for conformance to specification, adequacy for intended use, proper functioning, appearance, finish, and successful operation, assuming joint responsibility with Contractor for achievement of these characteristics and a satisfactory installation.
  - iv. Manufacturers: Obtain each type of hardware (locksets, hinges, etc.) from a single manufacturer.
  - v. Locksets: Furnish Best 45H Series mortise locks conforming to ANSI A156.1 Series 1000 Grade 1 and Federal Specification Series 87. All locks are to be UL approved for fire doors whether specifically used on fire doors or not. Latchbolts are to have full 3/4" throw of the anti-friction type.
    - 1. Lock trim is to be Best 14H design.
    - 2. Locks are to be Best as specified, no substitutions.

### **SHEET METAL ACCESSORIES**

**295-12.1** General: Unless otherwise indicated, provide coated steel accessories with coated steel roofing and siding; coating shall be same as adjoining sheets and shall be fully covered by guarantee for adjoining sheets.

### **BASE BID – HYDRAULIC HANGAR DOOR**

**295-13.1** The hangar door shall be a single-panel hydraulic door as manufactured by Schweiss, Hydroswing, Powerlift, Higher Power, or an approved equal. Door and all operating components shall be as manufactured by the door manufacturer or an approved equal, and shall be integral with hangar building design. The door shall be designed to withstand a 115 mph ASCE 7-16 wind load while closed and at least 45% wind load while open. Door framing members shall be welded in full size panels. Door frames shall have pre-located top hinges factory located to align with door truss hinges. Structural steel shall be ASTM, A36, A572 or A500 Grade B. Doors shall be hydraulically operated.

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**295-13.2** The door shall be installed according to manufacturer's installation instructions.

**295-13.3** The door opening for aircraft access shall have minimums as follows:

	<b>Schedule 1</b>
Clear Width	70'-0"
Nominal Clear Height	18'-0"

**295-13.4** Provide door locking mechanism.

**295-13.5** Door motors shall be 208 volt, single phase. See the one-line diagram for additional requirements. Submit complete power and control diagrams for door motors, disconnects, starters and open/stop/close control stations.

**DEDUCTIVE ALTERNATE 01 – HORTON STACK HANGAR DOOR**

**295-13.6** The hangar door shall be a Horton stack sliding door as manufactured by Horton, Inc. ,or approved equal.

**295-13.7** The door shall be installed according to manufacturer's installation instructions.

**295-13.8** The door opening for aircraft access shall have minimums as follows:

	<b>Schedule 1</b>
Clear Width	70'-0"
Nominal Clear Height	18'-0"

**295-13.9** Provide door locking mechanism.

**ELECTRICAL EQUIPMENT AND MATERIALS**

**295-14.1** All materials and equipment used in carrying out this contract shall be American made, shall be new, and shall have UL listing, or listing by other recognized testing laboratory when such listings are available.

**ERECTION**

**295-15.1 General.** Erection shall be as specified and in accordance with the erection instructions and drawings furnished by the manufacturer. Finished structure shall be proven weathertight. Dissimilar materials which are not compatible when contacting each other shall be insulated from each other by means of gaskets or insulating compounds. Improper or mislocated drill holes where permitted by the Engineer shall be plugged with an oversize screw fastener and gasketed washer; however, sheets with an excess of such holes or with such holes in critical locations shall not be used. Exposed surfaces shall be kept clean and free from sealants, metal cuttings, and other foreign materials. Stained, discolored or damaged sheets shall be removed from the site.

**295-15.2 Framing and structural members.** Anchor bolts shall be accurately set by template while the concrete is in a plastic state. Uniform bearing under base plates and sill members shall be provided using a nonshrinking grout when necessary. Members shall be accurately spaced to assure proper fitting of covering. As erection progresses, the work shall be securely fastened to resist the dead load, and wind and

erection stresses.

### **WALL COVERING**

**295-16.1** Wall covering shall be applied with the longitudinal configurations in the vertical position. Accessories shall be fastened into framing members, except as otherwise approved. Closure strips shall be provided as indicated and where necessary to provide weathertight construction.

**295-16.2 Lap for wall panels.** Eliminate end laps to greatest extent possible. Where required, end laps shall be made over framing members with fasteners into framing members approximately 2 inches from the end of the overlapping sheet. Side laps shall be laid away from prevailing winds. Side lap distances, end lap distances, joint sealing, and spacing and fastening of fasteners shall be in accordance with the manufacturer's standard practice insofar as the maximum spacings specified are not exceeded and provided such standard practice will result in a structure which will be free from water leaks and meet design requirements. Exposed fasteners shall be installed in straight lines and shall present an orderly appearance. Spacing shall not exceed: 8 inches on center at end laps of covering, 12 inches on center at connection of covering to intermediate supports, and 18 inches on center at side laps of wall coverings except when otherwise approved. Method of applying joint sealant shall conform to the manufacturer's recommendation. Fasteners shall be installed in straight lines within a tolerance of ½ inch in the length of a bay. Fasteners shall be driven normal to the surface and to a uniform depth to properly seat the gasketed washers.

### **ROOF COVERING**

**295-17.1 Roof panels.** Roof panels shall be fastened to framing members with self-drilling fasteners standard with the manufacturer. Spacing of fasteners shall be in accordance with the manufacturer's written instruction. Interlocking ribs shall be sealed. End laps of covering sheets and joints at accessories shall be sealed. Roof covering shall be applied with the longitudinal configurations in the direction of the roof slope. Closure strips shall be provided and as required to provide weathertight installation.

### **FIELD PAINTING**

**295-18.1** Immediately upon detection, abraded or corroded spots on shop-painted surfaces shall be wire brushed and touched up with the same material used for the shop coat. Shop-primed ferrous surfaces exposed on the building and all shop-primed surfaces of doors and windows shall be finish painted for protection. Factory color finished surfaces shall be touched up as necessary with the manufacturer's recommended touch-up paint.

### **ELECTRICAL**

#### **295-19.1 General.**

- a. Install a new and complete electrical service to the new hangar building. Refer to the Plans for details. Refer to the Specifications, including SS-300, for electrical equipment requirements.
- b. Coordinate the new electrical service installation requirements with the Engineer, the Owner and the local electrical utility prior to installation work.
- c. Furnish and install all electrical equipment, materials and appurtenances, including but not limited to all labor, equipment, tools, and incidentals necessary to install complete systems for all electrical equipment including power, lighting and equipment connections.

- d. Coordinate all electrical work with the building manufacturer and equipment suppliers prior to installation.
- e. Provide all electrical facilities required for connection to mechanical equipment and other special equipment. Disconnects shall be provided for all equipment and shall be rated for the load and for the environment in which they are installed.
- f. Hazardous Locations:
  - (1) The aircraft bay area inside the Hangar building shall be classified as hazardous locations in accordance with NEC Article 513. Refer to the Hangar Notes in the drawing for specific details. The intent is to avoid installing electrical equipment within these classified areas. However, any electrical work installed within classified hazardous areas shall be installed in accordance with NEC for a hazardous location area, including but not limited to explosion-proof rated enclosures, switches, receptacles, conduit seals, etc.
  - (2) The other rooms or areas inside the Hangar building that are NOT both suitably cut off and ventilated from the hangar bays shall be classified as hazardous location in accordance with NEC Article 513, Class I Division 2, from the floor to a height of 18" above finished floor. The intent is to avoid installing electrical equipment within these classified areas by installing all electrical items in these other areas at least 24" above finished floor.
  - (3) Adjacent areas in which flammable liquids or vapors are not likely to be released, such as electrical rooms, storage rooms, or other similar locations, shall not be classified where adequately ventilated and where effectively cut off from the hangar itself by walls or partitions. Install all electrical items in these areas at least 24" above finished floor.
- g. Exterior Locations: Exterior areas shall be classified as wet locations. The exterior electrical work shall be installed in accordance with NEC for a wet location area. This shall include NEMA 3R enclosures and weatherproof switches, receptacles, etc.
- h. Interior Non-Hazardous Locations: Utilize specification grade equipment installed in accordance with NEC.
- i. All electrical systems shall be tested to the satisfaction of the Owner/Engineer.

**295-19.2 Power.**

- a. Refer to the electrical one-line diagram in the plans for service and power distribution requirements. Coordinate and provide all appurtenances for a complete installation.
- b. Install the underground secondary service feeder with minimum 30" cover.
- c. Mark all underground duct and conduit locations by installing a 3" wide detectable warning tape, 12" below grade.
- d. Install the new building's main disconnect mounted on an exterior wall surface at 5'-6" above finished grade and clearly labeled as the building disconnect with weatherproof



nameplate "MAIN SERVICE DISCONNECT HANGAR".

- e. Install the grounding electrode system in accordance with NEC including bonding to the building steel and to the reinforcing steel in the foundation.
- f. Install the new main panelboard mounted on an interior wall surface at 5'-6" above finished grade. The panelboard shall be NEMA 1 enclosed, copper bussed, with copper neutral and ground bars. Provide a main circuit breaker panel with circuits indicated and required; refer to the panel schedule in the Plans for circuit descriptions and quantity of branch circuit breakers. Provide branch circuit breakers for all equipment and loads within and on the new facility. Fill the remainder of the panel with spare circuit breakers unless otherwise noted. Label all breakers and install nameplates and signage on the panel in accordance with NEC and NFPA 70E.
- g. Install new transformer, manual transfer switch and panelboard for connection of Owner's backup generator, configured to power the hangar door and specified interior lighting as indicated in the Plans. Coordinate weather proof receptacle type with generator plug. See SS-300 for equipment requirements.
- h. Install new surge protective devices as indicated on the Plans. See SS-300 for equipment requirements.

#### **295-19.3 Lighting.**

- a. Interior Locations in Hangar: Install light fixtures within the aircraft hangar bay above the floor at a minimum height of 20'-0" above the finished floor. Provide junction box and conduit pendant mounts for all fixtures. Fixtures shall be totally enclosed, damp location rated, high bay style fixtures, high impact shatter resistant acrylic lens, constructed to prevent escape of sparks or hot metal particles, see schedule on the drawings.
  - (1) The interior lighting levels shall be designed to meet Illuminating Engineering Society (IES) minimum lighting design requirements for a Category I space, 30 foot-candles maintained average, medium and small scale visual tasks.
- b. Exterior Locations: Install light fixtures on the exterior walls for safety and security lighting. Exterior light fixtures shall be full cutoff type, wet location rated, see schedule on the drawings. Coordinate mounting heights prior to construction and secure fixtures to the building. A load rated 120-277V heavy-duty twist-lock weatherproof photocell with surge arrestor mounted above the roof level facing north shall control all exterior lighting. Coordinate exact location with Engineer prior to installation.
  - (1) The exterior lighting levels shall be designed to meet the Illuminating Engineering Society (IES) minimum lighting level requirements for the immediate hangar apron area surrounding the hangar, a 1 foot-candle maintained average.
  - (2) Control exterior lighting loads utilizing a load rated photocell.
  - (3) For the ramp lighting, the lights over the hangar door shall have an override switch to disconnect from the photocell. Locate the override switch near the panelboard. Label the switch (per Section SS-300) as "RAMP LIGHTS OVERRIDE".

- c. All fixtures shall be LED type.

**295-19.4 Wiring devices.**

- a. Provide only specification grade wiring devices. Attach weather-proof permanent labels to all switches, receptacles and other disconnects to clearly indicate the panelboard and its circuit number, for example "HDP".
- b. Light switches that control hangar lighting and door push-button control stations that control hangar bay motorized doors shall be located within a maximum of three horizontal feet of personnel entries at 48" above finished floor, outside the hazardous location. Light switches shall be 120-volt, 20-amp rated.
- c. Receptacles within the hangar bay shall be 120-volt, 20-amp, duplex, ground fault circuit interruption type, non-feed through type circuiting, mounted 48" above finished floor, and located on the wall of the bay outside the hazardous location.
- d. All receptacles installed in aircraft hangars shall have ground fault circuit interruption protection for personnel.
- e. Exterior receptacles shall be the 120-volt, 20-amp, duplex, ground fault circuit interruption type, weather-proof while-in-use cover, and mounted 48" above finished floor.

**295-19.5 Conduits.**

- a. All conductors shall be installed in conduit. Aluminum conduit shall not be used.
- b. Install conduit systems overhead from main disconnect to panelboard and from panelboard to lighting, devices and equipment. The intent is for all conduit systems to avoid penetrating hazardous locations, including the 18" high hazardous location area at the floor.
- c. Outdoors, below grade: Use Schedule 80 PVC rigid nonmetallic conduit for straight runs underground with select backfill and buried to a depth of not less than 30" to the top. Use rigid steel conduit for all elbows, bends and vertical risers from below grade to above grade.
- d. Outdoors, above grade: galvanized rigid steel conduit.
- e. Interior Non-Hazardous Locations: Conduit shall be steel and be installed in accordance with NEC requirements.
- f. If conduits are installed within hazardous locations, then all the requirements within NEC Article 501 - Class I Locations and Article 513 – Aircraft Hangars apply including but not limited to utilizing only galvanized rigid steel conduit, installing explosion-proof conduit seals in Class I Division 1 and Class I Division 2 locations, installing explosion-proof rated equipment, etc.

**295-19.6 Conductors.**

- a. Service entrance, feeder and branch circuit wiring shall be Type THHN/THWN-2 minimum, 600 volt rated.

- b. Branch circuit wiring shall be minimum No. 12 AWG size.
- c. Provide copper conductors only. Aluminum conductors shall not be used.
- d. Utilize the standard color code for the voltage system. Typically, black (Phase A), red (Phase B), blue (Phase C) white (neutral), green (ground) for a 120/208-volt system. Install color code identification nameplate on the front of the lighting panelboard and the main disconnect switch.
- e. Provide weather-proof self-laminating labels to label all conductors within junction boxes and other accessible locations.

**295-19.7 Grounding and lightning protection systems.**

- a. An equipment green ground conductor shall be installed in all feeder and branch circuits.
- b. All junction and pull boxes and panels shall be grounded by means of grounding type conduit bushings.
- c. Ground rods shall be 3/4" x 10'-0" copper-clad type connected utilizing exothermic welds only.
- d. Install grounding in accordance with NEC Article 250 - Grounding and connect grounding system to building steel and foundation reinforcing steel.
- e. Coordinate locations prior to work and install the aircraft grounding receptacles including #1/0 bare copper conductors and ground rods, with connection to the power grounding system.

**295-19.8 Equipment accessories.**

- a. Provide dedicated disconnect switches for the equipment within the hangar bay, mounted and located adjacent to the unit, clearly labeled, NEMA 12 interior, NEMA 3R exterior, totally enclosed and gasketed, with disconnects located outside hazardous locations.
- b. For hangar door power, provide dedicated branch circuit for each door and provide disconnect and/or receptacle as required for final door power connections. The door motor shall not be located above wings and engine enclosures of aircraft and shall be located outside all hazardous location areas.
- c. Interior non-hazardous locations, enclosures shall be NEMA 1 unless otherwise noted.
- d. Exterior non-hazardous locations, enclosures shall be NEMA 3R.

**295-19.9 Accessories and appurtenances.**

- a. For indoor locations, utilize hot-dipped galvanized steel strut with stainless steel mounting hardware.
- b. For outdoor and indoor wet and damp locations, utilize stainless steel strut with stainless

steel mounting hardware.

- c. Provide conduit clamps with vibra-cushions to support and protect the conduits.
- d. Provide end caps on steel struts for protection.
- e. Equipment racks, strut support systems, mounting hardware, and other accessories shall be corrosion resistant hot-dipped galvanized steel. Provide a complete equipment rack shop drawing for the electrical equipment showing attachment to building structure, floor anchoring, submitted equipment dimensions, conduits, and appurtenances. Equipment racks and strut support systems shall be adequate in size and strength for the equipment to be installed.
- f. Provide outlet boxes and conduit pendants to support all light fixtures.

### **IDENTIFICATION OF ELECTRICAL EQUIPMENT**

**295-20.1** Properly identify the following:

- a. Main disconnect switch
- b. Panelboards and individual devices within it
- c. Safety switches and disconnect switches
- d. Contactors and lighting control center, including all branch circuits.
- e. Individually mounted circuit breakers
- f. Starters and relays
- g. Transformers

**295-20.2** Utilize permanent nameplates with engraved lettering. Utilize UL listed wire labels rated for the specific area or environment.

**295-20.3** Install all identification and warning nameplates and labels as required by the National Electrical Code.

### **TEMPORARY LIGHTS AND POWER**

**295-21.1** Provide a temporary electrical lighting and power distribution system of adequate size to properly serve the following requirements, including adequate feeder sizes to prevent excessive voltage drop. Temporary work shall be installed in a neat and safe manner in accordance with the NEC Article 305, and as required by OSHA and applicable local safety codes. The Contractor will pay for power consumption.

### **ELECTRICAL TESTING**

**295-22.1** On completion of work, installation shall be completely operational and entirely free from ground, short circuits, and open circuits. Perform a thorough operational test. Furnish all labor, materials and instruments for above tests.

**295-22.2** Prior to final observation and acceptance test, all electrical systems and equipment shall be in satisfactory operating condition, including, but no limited to the following:

- a. Electrical Distribution System
- b. Electric Motors for All Equipment

- c. Electric Lighting

## **MECHANICAL**

**295-23.1** The mechanical systems shall be installed in accordance with the current adopted mechanical code of the State of Arkansas as well as any local codes or requirements.

**295-23.2** The Contractor shall prepare the location for the future addition of a full functioning restroom. At some point, the restroom will be installed at the location shown in the plans, the specific location will be determined by the Owner.

**295-23.3** The restroom shall be provided with plumbing stub out connections for one floor mount water closet, one floor drain, and one wall hung lavatory. Each of the plumbing fixture water connections shall be provided with an angle water stop valve. Water connections shall be capped for future use. Water lines shall be carried out five foot beyond the building line and marked for future service connections. All clean-outs shall be provided with nickel bronze or cast iron tops.

The entire plumbing system shall be installed in accordance with the current adopted plumbing code of the State of Arkansas as well as any local codes or requirements.

### **295-23.4 Floor Drain and Oil Interceptor.**

#### **1. Floor Drain**

- a. The floor drain shall be cast into the hangar foundation slab and shall have a minimum load rating of 15,000lb.
- b. The floor drain shall be a minimum of 9" Diameter.
- c. The floor drain shall be connected under the slab to the Oil Interceptor utilizing piping in accordance with local plumbing codes.

#### **2. Precast Concrete Oil Interceptors**

- a. Shall feature a minimum **capacity of 515 gallons**.
- b. Shall comply with ASTM C913.
- a. Include rubber-gasketed joints, vent connections, manholes, compartments or baffles, and piping or openings to retain grease and to permit wastewater flow.
- b. Structural Design Loads:
  - i. Light-Traffic Load: Comply with ASTM C890, A-8.
  - ii. Medium-Traffic Load: Comply with ASTM C890, A-12.
  - iii. Heavy-Traffic Load: Comply with ASTM C890, A-16.
  - iv. Walkway Load: Comply with ASTM C890, A-03.
- d. Resilient Pipe Connectors: ASTM C923, cast or fitted into interceptor walls, for each pipe connection.
- e. Steps: ASTM A615/A615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D4101, PP, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of interceptor to finished grade is less than 60 inches.
- g. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover.
- i. Manhole Frames and Covers: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inch-minimum-width flange and 26-inch-diameter cover.
  - i. Ductile Iron: ASTM A536, Grade 60-40-18, unless otherwise indicated.
  - ii. Gray Iron: ASTM A48/A48M, Class 35, unless otherwise indicated.
  - iv. Include indented top design with lettering cast into cover, using wording

equivalent to "OIL INTERCEPTOR"

- j. Installation:
  - i. Install in accordance with ASTM C891.
  - ii. Set interceptor level and plumb.
  - iii. Install manhole risers from top of underground concrete interceptors to manholes and gratings at finished grade.
  - iv. Set tops of manhole frames and covers flush with finished surface in pavements.
    - 1. Set tops 3 inches above finish surface elsewhere unless otherwise indicated.
  - v. Set tops of grating frames and grates flush with finished surface.
  - vi. Install oil interceptors, including trapping, venting, and flow-control fitting, according to authorities having jurisdiction and with clear space for servicing.

### **FOUNDATION**

**295-24.1** Hangar foundation slab shall be concrete with thickness and reinforcing as determined by the Contractor's licensed engineer. Floor slab shall be sloped as shown in the construction plans. Final contraction joint layout is the responsibility of the Contractor and shall be as required to insure the slab on grade does not crack. Contraction joints shall be sealed with an appropriate sealer. See grading plans for slab edge elevations. Hangar foundations shall be designed to accommodate an aircraft weighing 30,000 pounds with a dual wheel gear configuration.

**295-24.2** See grading plans for slab edge elevations.

**295-24.3 Concrete Foundation Seal.** The top surface of the concrete slab shall be sealed with Everclear acrylic concrete cure and seal or approved equal that prevents stains associated with grease and oil. Contractor shall be responsible for protecting the foundation from spills, leaks, and stains during construction. All spills shall be cleaned immediately.

### **GUARANTEE**

**295-26.1** The building shall be guaranteed against water leaks arising out of or caused by ordinary wear and tear by the elements for a period of five years. Such guarantee shall start upon acceptance of the work or the date the Owner takes beneficial possession, whichever is earlier.

**295-26.2** The Contractor shall guarantee that the hangar foundations shall drain incidental surface water across the sloped portion of the floor slab to the exterior edge of the floor slab.

**295-26.3** The Contractor shall furnish manufacturer's guarantees for roof and wall panels.

### **METHOD OF MEASUREMENT**

**295-27.1** Hangars will be measured for each item completed in-place according to the construction milestones below. Prior to beginning construction, the Contractor Certification for Design shall be completed and submitted to the Engineer.

**295-27.2 50% Completion** – Fifty percent completion shall be considered construction of the foundation (including footings, slabs and anchor bolt installation), construction of the finished slab, and installation of all underground electrical and mechanical items. Contractor Certification For Construction - 50% Complete shall be completed and submitted to the Engineer at the completion of this work.

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**M19 2024 Hangar Construction**

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**295-27.3 95% Completion** – Ninety five percent completion shall be considered substantial completion of the complete building, including all siding, roofing, and all electrical and mechanical items. At the completion of this work, the building shall be ready for final inspection and a final punch-list by the Owner and Engineer. Contractor Certification For Construction - 95% Complete shall be completed and submitted to the Engineer at the completion of this work.

**295-27.4 100% Completion** – Final completion shall be considered complete when the Owner's final punch-list is completed, the building occupancy permit is obtain, and occupancy of the building is available for tenants.

**BASIS OF PAYMENT**

**295-28.1** Hangars constructed and measured as provided above shall be paid for at the unit bid price per each item constructed for each size of hangar constructed. This price shall be full compensation for all work contained required to construct the hangars and associated items as noted in the plans.

Payment will be made under:

**Schedule 1 Base Bid:**

Item SS-295-28.1        80' x 60' Box Hangar w/ 70' x 18' Aircraft Door – per Lump Sum

**Schedule 1 - Deductive Alternates:**

Deductive Alternate #1: Horton Stack Door

Deductive Alternate #1 shall consist of the price reduction remove the hydraulic hangar door and replace with the Horton Stack door listed in paragraph 295-13.6.

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**CONTRACTOR CERTIFICATION FOR DESIGN**

Owner Name: Newport Regional Airport

Airport: Newport Regional Airport

Project Description: M19 2024 Hangar Construction

Contractor: \_\_\_\_\_

SS-295 of these contract documents requires certification from the Contractor that he/she will comply with applicable federal, state and local codes and other requirements included in these specifications concerning Hangar design and construction. The following list of certified items includes major requirements for design. However, the list is not comprehensive, nor does it relieve the Contractor from fully complying with all applicable statutory and administrative standards. The certification must be signed by a Professional Engineer registered to practice in the State of Arkansas. Every certified item below must be initialed by a Professional Engineer registered to practice in the State of Arkansas. This certification shall be completed and furnished to the Owner before construction begins. Each certified item with a "no" response must be fully explained in an attachment to this certification.

1. **Article 1.1 - Description:** The design of the hangars has been completed in accordance with all items contained in article 1.1, "Description".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

2. **Article 2.1 - Quality Assurance:** The design of the hangars has been completed in accordance with all items contained in article 2.1, "Quality Assurance".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

3. **Article 3.1 – Construction Documentation:** The design of the hangars has been completed in accordance with all items contained in article 3.1, "Construction Documentation".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

4. **Article 4.1 - Delivery, Storage and Handling:** The design of the hangars has been completed in accordance with all items contained in article 4.1, "Delivery, Storage and Handling".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

5. **Article 5.1 - Warranty:** The design of the hangars has been completed in accordance with all items contained in article 5.1, "Warranty".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

6. **Article 6.1 - Coordination:** The design of the hangars has been completed in accordance with all items contained in article 6.1, "Coordination".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

7. **Article 7.1 – Inspection Fees and Permits:** The design of the hangars has been completed in

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**M19 2024 Hangar Construction**

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accordance with all items contained in article 7.1, "Inspection Fees and Permits"

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

8. **Article 8.1 – Materials:** The design of the hangars has been completed in accordance with all items contained in article 8.1, "Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

9. **Article 9.1 – Structural Framing Components:** The design of the hangars has been completed in accordance with all items contained in article 9.1, "Structural Framing Components".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

10. **Article 10.1 – Roofing and Siding:** The design of the hangars has been completed in accordance with all items contained in article 10.1, "Roofing and Siding".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

11. **Article 11.1 – Miscellaneous Materials:** The design of the hangars has been completed in accordance with all items contained in article 11.1, "Miscellaneous Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

12. **Article 12.1 – Sheet Metal Accessories:** The design of the hangars has been completed in accordance with all items contained in article 12.1, "Sheet Metal Accessories".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

13. **Article 13.1 – Hangar Door:** The design of the hangars has been completed in accordance with all items contained in article 13.1, "Hangar Doors".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

14. **Article 14.1 – Electrical Equipment and Materials:** The design of the hangars has been completed in accordance with all items contained in article 14.1, "Electrical Equipment and Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

15. **Article 15.1 – Erection:** The design of the hangars has been completed in accordance with all items contained in article 15.1, "Erection".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

16. **Article 16.1 – Wall Covering:** The design of the hangars has been completed in accordance with all items contained in article 16.1, "Wall Covering".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

17. **Article 17.1 – Roof Covering:** The design of the hangars has been completed in accordance with all items contained in article 17.1, "Roof Covering".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

18. **Article 18.1 – Field Painting:** The design of the hangars has been completed in accordance with all items contained in article 18.1, "Field Painting".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

19. **Article 19.1 – Electrical:** The design of the hangars has been completed in accordance with all items contained in article 19.1, "Electrical".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

20. **Article 20.1 – Identification of Electrical Equipment:** The design of the hangars has been completed in accordance with all items contained in article 20.1, "Identification of Electrical Equipment".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

21. **Article 21.1 – Temporary Lights and Power:** The design of the hangars has been completed in accordance with all items contained in article 21.1, "Temporary Lights and Power".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

22. **Article 22.1 – Electrical Testing:** The design of the hangars has been completed in accordance with all items contained in article 22.1, "Electrical Testing".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

23. **Article 23.1 – Mechanical:** The design of the hangars has been completed in accordance with all items contained in article 23.1, "Mechanical".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

24. **Article 24.1 – Foundation:** The design of the hangars has been completed in accordance with all items contained in article 24.1, "Foundation".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

25. **Article 25.1 – Floor Coating:** The design of the hangars has been completed in accordance with all items contained in article 25.1, "Floor Coating".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

26. **Article 26.1 – Guarantee:** The design of the hangars has been completed in accordance with all items contained in article 26.1, "Guarantee".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

27. **Engineering Certifications:** Attached to this document are signed letters from registered Professional Engineer, as applicable, that certifies that the design of the hangars has been completed in accordance with these specifications and meets all applicable federal, state and local codes.

Structural Yes \_\_\_\_\_ No \_\_\_\_\_ \*

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**M19 2024 Hangar Construction**

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Electrical                      Yes \_\_\_\_\_ No \_\_\_\_\_ \*

Mechanical                      Yes \_\_\_\_\_ No \_\_\_\_\_ \*

"No" answers are further explained by the enclosed attachments.

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, that the design of the Hangars meets all applicable federal, state and local codes, and that the attachments, if any, are correct and complete.

Signed: \_\_\_\_\_  
Contractor's Authorized Representative

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

\_\_\_\_\_  
Typed Name and Title of Contractor's Representative

**CONTRACTOR CERTIFICATION FOR CONSTRUCTION - 50% COMPLETE**  
**FOUNDATION AND UNDERGROUND UTILITIES COMPLETE**

Owner Name: Newport Regional Airport

Airport: Newport Regional Airport

Project Description: M19 2024 Hangar Construction

Contractor: \_\_\_\_\_

SS-295 of these contract documents requires certification from the Contractor that he/she will comply with applicable federal, state and local codes and other requirements included in these specifications concerning Hangar construction. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve the Contractor from fully complying with all applicable statutory and administrative standards. Every certified item below must be initialed, and the certification must be signed, by a principal or owner of the Contractor's company. This certification shall be completed and furnished to the Owner at the indicated construction milestones, as determined by the Engineer. Each certified item with a "no" response must be fully explained in an attachment to this certification.

1. **Article 1.1 - Description:** The construction of the hangars has been completed in accordance with all items contained in article 1.1, "Description".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

2. **Article 2.1 - Quality Assurance:** The construction of the hangars has been completed in accordance with all items contained in article 2.1, "Quality Assurance".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

3. **Article 3.1 – Construction Documentation:** The construction of the hangars has been completed in accordance with all items contained in article 3.1, "Construction Documentation".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

4. **Article 4.1 - Delivery, Storage and Handling:** The construction of the hangars has been completed in accordance with all items contained in article 4.1, "Delivery, Storage and Handling".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

5. **Article 5.1 - Warranty:** The construction of the hangars has been completed in accordance with all items contained in article 5.1, "Warranty".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

6. **Article 6.1 - Coordination:** The construction of the hangars has been completed in accordance with all items contained in article 6.1, "Coordination".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

**Article 7.1 – Inspection Fees and Permits:** The construction of the hangars has been completed in accordance with all items contained in article 7.1, "Inspection Fees and Permits".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

7. **Article 8.1 – Materials:** The construction of the hangars has been completed in accordance with all items contained in article 8.1, "Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

8. **Article 9.1 – Structural Framing Components:** The construction of the hangars has been completed in accordance with all items contained in article 9.1, "Structural Framing Components".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

9. **Article 10.1 – Roofing and Siding:** The construction of the hangars has been completed in accordance with all items contained in article 10.1, "Roofing and Siding".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

10. **Article 11.1 – Miscellaneous Materials:** The construction of the hangars has been completed in accordance with all items contained in article 11.1, "Miscellaneous Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

11. **Article 12.1 – Sheet Metal Accessories:** The construction of the hangars has been completed in accordance with all items contained in article 12.1, "Sheet Metal Accessories".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

12. **Article 13.1 – Hangar Door:** The construction of the hangars has been completed in accordance with all items contained in article 13.1, "Hangar Doors".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

13. **Article 14.1 – Electrical Equipment and Materials:** The construction of the hangars has been completed in accordance with all items contained in article 14.1, "Electrical Equipment and Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

14. **Article 15.1 – Erection:** The construction of the hangars has been completed in accordance with all items contained in article 15.1, "Erection".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

15. **Article 16.1 – Wall Covering:** The construction of the hangars has been completed in accordance with all items contained in article 16.1, "Wall Covering".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

16. **Article 17.1 – Roof Covering:** The construction of the hangars has been completed in

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**M19 2024 Hangar Construction**

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accordance with all items contained in article 17.1, "Roof Covering".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

17. **Article 18.1 – Field Painting:** The construction of the hangars has been completed in accordance with all items contained in article 18.1, "Field Painting".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

18. **Article 19.1 – Electrical:** The construction of the hangars has been completed in accordance with all items contained in article 19.1, "Electrical".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

19. **Article 20.1 – Identification of Electrical Equipment:** The construction of the hangars has been completed in accordance with all items contained in article 20.1, "Identification of Electrical Equipment".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

20. **Article 21.1 – Temporary Lights and Power:** The construction of the hangars has been completed in accordance with all items contained in article 21.1, "Temporary Lights and Power".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

21. **Article 22.1 – Electrical Testing:** The construction of the hangars has been completed in accordance with all items contained in article 22.1, "Electrical Testing".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

22. **Article 23.1 – Mechanical:** The construction of the hangars has been completed in accordance with all items contained in article 23.1, "Mechanical".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

23. **Article 24.1 – Foundation:** The construction of the hangars has been completed in accordance with all items contained in article 24.1, "Foundation".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

24. **Article 25.1 – Floor Coating:** The construction of the hangars has been completed in accordance with all items contained in article 26.1, "Floor Coating".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

25. **Article 26.1 – Guarantee:** The construction of the hangars has been completed in accordance with all items contained in article 26.1, "Guarantee".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\* "No" answers are further explained by the enclosed attachments.

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

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**50% Completion:** I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, the construction was completed in accordance with all applicable federal, state and local codes, and that the attachments, if any, are correct and complete.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Typed Name and Title of Contractor's Representative



**CONTRACTOR CERTIFICATION FOR CONSTRUCTION - 95% COMPLETE**  
**BUILDINGS COMPLETE**

Owner Name: Newport Regional Airport

Airport: Newport Regional Airport

Project Description: M19 2024 Hangar Construction

Contractor: \_\_\_\_\_

SS-295 of these contract documents requires certification from the Contractor that he/she will comply with applicable federal, state and local codes and other requirements included in these specifications concerning Hangar construction. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve the Contractor from fully complying with all applicable statutory and administrative standards. Every certified item below must be initialed, and the certification must be signed, by a principal or owner of the Contractor's company. This certification shall be completed and furnished to the Owner at the indicated construction milestones, as determined by the Engineer. Each certified item with a "no" response must be fully explained in an attachment to this certification.

1. **Article 1.1 - Description:** The construction of the hangars has been completed in accordance with all items contained in article 1.1, "Description".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

2. **Article 2.1 - Quality Assurance:** The construction of the hangars has been completed in accordance with all items contained in article 2.1, "Quality Assurance".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

3. **Article 3.1 – Construction Documentation:** The construction of the hangars has been completed in accordance with all items contained in article 3.1, "Construction Documentation".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

4. **Article 4.1 - Delivery, Storage and Handling:** The construction of the hangars has been completed in accordance with all items contained in article 4.1, "Delivery, Storage and Handling".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

5. **Article 5.1 - Warranty:** The construction of the hangars has been completed in accordance with all items contained in article 5.1, "Warranty".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

6. **Article 6.1 - Coordination:** The construction of the hangars has been completed in accordance with all items contained in article 6.1, "Coordination".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

**Newport Regional Airport**  
**M19 2024 Hangar Construction**

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**Article 7.1 – Inspection Fees and Permits:** The construction of the hangars has been completed in accordance with all items contained in article 7.1, "Inspection Fees and Permits".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

7. **Article 8.1 – Materials:** The construction of the hangars has been completed in accordance with all items contained in article 8.1, "Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

8. **Article 9.1 – Structural Framing Components:** The construction of the hangars has been completed in accordance with all items contained in article 9.1, "Structural Framing Components".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

9. **Article 10.1 – Roofing and Siding:** The construction of the hangars has been completed in accordance with all items contained in article 10.1, "Roofing and Siding".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

10. **Article 11.1 – Miscellaneous Materials:** The construction of the hangars has been completed in accordance with all items contained in article 11.1, "Miscellaneous Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

11. **Article 12.1 – Sheet Metal Accessories:** The construction of the hangars has been completed in accordance with all items contained in article 12.1, "Sheet Metal Accessories".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

12. **Article 13.1 – Hangar Door:** The construction of the hangars has been completed in accordance with all items contained in article 13.1, "Hangar Doors".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

13. **Article 14.1 – Electrical Equipment and Materials:** The construction of the hangars has been completed in accordance with all items contained in article 14.1, "Electrical Equipment and Materials".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

14. **Article 15.1 – Erection:** The construction of the hangars has been completed in accordance with all items contained in article 15.1, "Erection".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

15. **Article 16.1 – Wall Covering:** The construction of the hangars has been completed in accordance with all items contained in article 16.1, "Wall Covering".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

16. **Article 17.1 – Roof Covering:** The construction of the hangars has been completed in accordance with all items contained in article 17.1, "Roof Covering".

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Yes \_\_\_\_\_ No \_\_\_\_\_ \*

17. **Article 18.1 – Field Painting:** The construction of the hangars has been completed in accordance with all items contained in article 18.1, "Field Painting".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

18. **Article 19.1 – Electrical:** The construction of the hangars has been completed in accordance with all items contained in article 19.1, "Electrical".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

19. **Article 20.1 – Identification of Electrical Equipment:** The construction of the hangars has been completed in accordance with all items contained in article 20.1, "Identification of Electrical Equipment".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

20. **Article 21.1 – Temporary Lights and Power:** The construction of the hangars has been completed in accordance with all items contained in article 21.1, "Temporary Lights and Power".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

21. **Article 22.1 – Electrical Testing:** The construction of the hangars has been completed in accordance with all items contained in article 22.1, "Electrical Testing".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

22. **Article 23.1 – Mechanical:** The construction of the hangars has been completed in accordance with all items contained in article 23.1, "Mechanical".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

23. **Article 24.1 – Foundation:** The construction of the hangars has been completed in accordance with all items contained in article 24.1, "Foundation".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

24. **Article 25.1 – Floor Coating:** The construction of the hangars has been completed in accordance with all items contained in article 25.1, "Floor Coating".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

25. **Article 26.1 – Guarantee:** The construction of the hangars has been completed in accordance with all items contained in article 26.1, "Guarantee".

Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\* "No" answers are further explained by the enclosed attachments.

**95% Completion:** I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, the construction was completed in accordance with all applicable federal, state and

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local codes, and that the attachments, if any, are correct and complete.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Typed Name and Title of Contractor's Representative

**ITEM SS-300 BASIC ELECTRICAL REQUIREMENTS**

**DESCRIPTION**

**300-1.1** This item shall consist of furnishing and installing complete electrical systems as defined in the plans and in these specifications. The work includes the installation, connection and testing of new electrical systems, equipment and all required appurtenances to construct and demonstrate proper operation of the completed electrical systems.

**300-1.2** The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.

**300-1.3** Entergy primary handholes and electrical duct systems have different installation requirements from typical runway and taxiway edge lighting systems. Electrical work for the Entergy primary and secondary systems shall be performed in accordance with the attached Entergy, which are included in these Specifications. The Contractor shall install these special systems in accordance with these Entergy standards. The Contractor shall replace any deficient or incorrectly installed work at no additional cost to the Owner due to the Contractor's failure in conforming to these Entergy standard requirements.

**EQUIPMENT AND MATERIALS**

**300-2.1 Standards.**

- a. Applicable National Fire Protection Association (NFPA) codes, including but not limited to:
- (1) NFPA 70 - National Electrical Code.
  - (2) NFPA 70E - Standard for Electrical Safety in the Workplace.
  - (3) NFPA 72 - National Fire Alarm Code.
  - (4) NFPA 101 - Life Safety Code.
  - (5) Internet Website: <http://www.nfpa.org>
- b. Applicable Code of Federal Regulations (CFR) codes, including but not limited to:
- (1) 29 CFR 1910 - Occupational Safety and Health Standards (OSHA)
  - (2) 29 CFR 1926 - Safety and Health Regulations for Construction.
  - (3) Internet Website: <http://www.gpoaccess.gov/cfr/index.html>
- c. ANSI/IEEE C2 - National Electrical Safety Code.
- d. NECA 1 – Standard for Good Workmanship in Electrical Construction.
- e. Applicable Federal, State and Local Electrical Codes.
- f. Applicable Federal, State and Local Energy Codes.
- g. Applicable Federal, State and Local Building Codes.
- h. Applicable Federal, State and Local Fire Codes.
- i. Applicable City Electrical Code.
- j. Applicable City Ordinances pertaining to electrical work.
- k. Applicable Federal, State and Local - Environmental, Health and Safety Laws and Regulations.

Contractor shall utilize the most current editions of standards, which are current at time of bid and as recognized by the Authority Having Jurisdiction for the respective standard.

**300-2.2 General.**

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment and materials shall be new and meet applicable manufacturer's standards. All electrical components and products shall be tested and listed by an OSHA accepted, nationally recognized testing laboratory (NRTL) to conform to the standards indicated in these contract documents and to the industry standards required in the NEC, NEMA, IEEE, UL, and applicable FAA advisory circulars.

b. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. The Engineer reserves the right to reject all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

f. After substantial completion has been reached, the contractor shall supply the following Operation and Maintenance Manual Documentation to the Engineer for review via a single electronic file submittal. Electronic file shall be Adobe PDF file format and include bookmarks for each section listed below. The documentation shall include:

- (1) Approved Submittals and Shop Drawings
- (2) Cable Splicer Qualifications, Type and Voltage
- (3) State Contractors License with Electrical Classification
- (4) Master, Journeyman and Apprentice Electrician Licenses and Certifications
- (5) Lockout/Tagout Program
- (6) Installation Manuals
- (7) Operation Manuals
- (8) Maintenance Manuals
- (9) Parts Lists, including recommended spare parts. Recommended spare parts shall be furnished with the respective equipment.
- (10) Ground Rod Impedance Test Reports
- (11) Cable Pulling Tension Value Logs

g. After approval of the O&M Manuals, the Contractor shall provide two (2) complete sets of documentation for each model of equipment. The Documentation shall be securely bound in heavy-duty 3-ring binders. The information for each piece of equipment shall be indexed using typewritten label tabs. The spine of each binder shall have a typewritten label, which indicates the included equipment types. The Contractor shall provide three (3) complete electronic copies of all documentation in Adobe PDF file format on flash/USB drive. The electronic files shall contain searchable text and include a hyperlink index for ease in locating information within the PDF file.

h. All requirements herein Item SS-300 shall be applicable to all referenced sections in these contract documents and applicable to all sections, which reference Item SS-300.

### **300-2.3 Operation and maintenance data.**

Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment. Provide bound hard copies and electronic copies as noted in section 300-2.2.

a. Certificate of Substantial Completion, Release and Contractor's Affidavit, executed copies.

b. Final approved equipment submittals, including product data sheets and shop drawings, clearly labeled.

c. Installation manuals: Description of function, installation and calibration manuals, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.

d. Operations manuals: Manufacturer's printed operating instructions and procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; and all programming and equipment settings.

e. Maintenance manuals: Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

f. Service manuals: Servicing instructions and lubrication charts and schedules, including the names and telephone numbers of personnel to contact for both routine periodic and warranty service for equipment and materials provided under this Specification.

g. Final test reports, clearly labeled, including but not limited to, insulation resistance test reports, ground rod impedance test reports, cable pulling tension values logs, and equipment certification tests.

h. Final certified calibration sheets for all equipment and instruments.

**300-2.4 Switches.** Main disconnect switches 600 volt or less shall be UL service entrance rated, industrial circuit breaker type, pad-lockable, heavy duty type with neutral and ground kits and poles and ratings as indicated on the drawings and suitable for the application indicated. Exterior switches shall be NEMA 3R rated.

### **300-2.5 Overcurrent protective devices.**

a. Circuit Breakers: Circuit breakers shall be the molded-case type, as indicated, with each pole equipped with inverse time and instantaneous overcurrent tripping devices. Circuit breakers shall be UL listed. Single pole breakers shall be full module size; two poles shall not be installed in a single

module. Multi-pole breakers shall be of the common-trip type having a single operating handle, and for sizes of 50 amperes or less may consist of single pole breakers permanently assembled at the factory into a multi-pole unit. Circuit breakers used for motor disconnects and not in sight of the motor controller shall be capable of being locked in the open position. Minimum interrupting rating shall be as shown.

b. Fuses: All fuses shall be Bussman; Gould-Shawmut, or equal. Plug fuses are not acceptable. Cartridge fuses shall be rated at 250 or 600 volts, as applicable, and shall conform to the requirements of UL 198 and NEMA Standard FU-1. 600 volts or less fuses shall be rated at 200,000 Amperes Interrupting Capacity.

**300-2.6 Panelboards.** Furnish and install panelboards as indicated on the Drawings. Breakers shall be bolted type and have available fault current interrupting capacity as scheduled. Single pole breakers shall be full module size; two poles shall not be installed in a single module. All multi-pole breakers shall be common trip.

a. Panels shall be fully rated; series rated panels are not acceptable.

b. The panels shall be load balanced by measuring the loads and making circuit changes. Record the load readings before and after changes and submit test records. Differences exceeding 20 percent between phase loads, within a panelboard, are not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

c. The panel shall be UL listed, service entrance rated, and fully bussed with copper bussing, copper neutral bussing, and copper ground bar. All bolts used to connect current carrying parts together shall be front accessible. The panel shall have a securely attached metal nameplate listing the manufacturer, shop order number, panel type, voltage, ampacity and short circuit withstand rating. An individual terminal or lug shall be provided for each neutral allowing one wire per terminal.

d. The panel shall be surface mounted with semi-flush locking doors and matching keys. The Contractor shall provide a typed directory and install the same in the holder behind the transparent protective covering in the panels. Provide an exterior nameplate with panel and name, mounted at the top of the panel above the door. Doors shall match enclosures. Indoor surface mounted enclosures shall have pre-punched knockouts. The panels shall be General Electric, Square D, Cutler Hammer, or approved equal.

e. Panelboards and breakers shall conform to the requirements of Fed. Spec. W-P-115.

**300-2.7 Surge protective devices.**

Provide a surge protective device at the lighting panelboard as indicated in the plans and make all final connections. Lead lengths shall not exceed 18 inches.

SPD Type 2 (building exterior or interior mounted adjacent to panelboard; see plans for locations; coordinate exact installation requirements in the field with the Engineer prior to work):

- a. 208Y/120-volt, 3-phase, 4-wire; connected via dedicated circuit breaker to panelboard.
- b. UL 1449 Fourth Edition Type 2 Listed
- c. UL 1283 Listed for Type 2
- d. Voltage protection rating 700V for 208y/120V systems L-N
- e. Surge rating 160,000 amps per phase minimum
- f. SCCR: Equal or exceed 100 kA
- g. Inominal Rating: 10 kA
- h. Undervoltage detection, phase and power loss monitoring
- i. LED status indicator lights, audible alarm, transient counter, dry contacts



- j. NEMA 3R enclosure
- k. 5-year warranty

**300-2.8 Control and timing relays.** All relays shall be plug-in type relays and shall be furnished with socket base and all required mounting accessories; provide Allen-Bradley Bulletin 700 Type or approved equal. Provide relays with contacts meeting the ampacity rating requirements as indicated in the plans and as required for the equipment load to be connected and controlled.

**300-2.9 Wire.**

For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

Service, underground feeder, and underground branch circuit wiring shall be minimum Type THHN/THWN-2 unless otherwise noted.

Indoor feeder and indoor branch circuit wiring shall be minimum Type THHN/THWN-2 unless otherwise noted.

Unless otherwise indicated, conductors No. 10 AWG and smaller shall be solid, and conductors No. 8 AWG and larger shall be stranded.

For electrical work of 600 volts or less, all conductors, terminations, terminal blocks, lugs, connectors, devices and equipment shall be listed, marked, and rated 75 degrees C minimum unless otherwise noted.

Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Pull ropes and pull wires shall have sufficient tensile strength for the cable(s) to be pulled and installed. Damaged cable or raceway shall be replaced at no additional cost to the Owner. Calculate and do not exceed the maximum allowable pulling tension or maximum allowable sidewall bearing pressure for all conductors and cables.

Install pull wires in empty raceways. Use a polypropylene plastic line with not less than 200-pound tensile strength. Secure and leave at least 12 inches of slack at each end of pull wire to prevent it from slipping back into the conduit. Cap spare raceways with removable tapered plugs, designed for this purpose.

**300-2.10 Conduit.** Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

**300-2.11 Plastic conduit (for use below grade only).** Plastic conduit and fittings shall conform to the requirements of Fed Spec. W-C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown in the plans:

- a. Type I - Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II - Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III - Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in conduit.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for gluing the specific type of plastic conduit and fitting.

**300-2.12 Tape.** Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88, respectively, as manufactured by the Minnesota Mining and Manufacturing Company, or an approved equal.

The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Copies of the National Electrical Code may be obtained from the National Fire Protection Associations, Inc., One Batterymarch Park, Quincy, Massachusetts 02269.

**300-2.13 Concrete.** Concrete shall be a commercial grade ready mix with a minimum 28-day compressive strength of 3500 PSI (unless otherwise noted) using 1-inch (25-mm) maximum size course aggregate, as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Concrete located within one foot of the proposed ground surface shall contain 4 to 6 percent air content.

Mixing Conditions: Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Placing Concrete: All concrete shall be placed during daylight, unless otherwise approved by the Engineer.

Cold Weather Protection: When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C). After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

Reinforcing: All reinforcing steel bars shall conform to ASTM A615, Grade 60.

Flowable backfill material may only be used where specifically indicated in the Plan details.

**300-2.14 Fire extinguishers.** Install a fire extinguisher, wall bracket, and accessories within the hangar, in a location approved by the Engineer.

a. Each installation shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers. The extinguisher shall be mounted so that the handle is 48" above finished floor.

b. Extinguisher: UL Rating 80B:C, minimum 20 lb. capacity, the fire-fighting agent shall be Purple K dry chemical. Provide indoor rated steel wall bracket sized for unit.

## **CONSTRUCTION METHODS**

**300-3.1 Lockout/tagout program.** The Contractor shall provide a complete copy of an electrical energy source Lockout/Tagout Program to the Owner, with copy to the Engineer. The document shall clearly identify the on-site master electricians and their contact information, including office and mobile telephone numbers.

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The Lockout/Tagout Program shall comply with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, and meet the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335.

Implementation of the Lockout/Tagout Program and all other related safety requirements are the sole responsibility of the Contractor.

**300-3.2 Safety program.** The Contractor shall implement an electrical safety program that complies with NFPA 70E and 29 CFR 1926.

Implementation of the Electrical Safety Program, determining and providing proper Personal Protective Equipment (PPE), training and enforcing personnel to wear the prescribed PPE, conducting work area safety inspections (including correcting deficiencies), and all other related safety requirements are the sole responsibility of the Contractor.

All work involved in the preparation and implementation of the safety program will not be measured for separate payment but will be considered subsidiary to the lockout/tagout bid item.

**300-3.3 Preconstruction meeting.**

A preconstruction meeting will be held with the Owner, Engineer, and Contractor, prior to any work. Complete submittals and shop drawings will be submitted at this time for review. An equipment procurement schedule will be provided by the Contractor with an anticipated field construction start date. The progress construction schedule will be submitted for review each week and shall outline all installation, testing and demolition work.

**300-3.4 Utility services.** A new electrical service entrance is required. Refer to the electrical one-line diagram in the Plans for power service and distribution requirements.

Service entrance electrical ducts shall be non-encased where not under pavement and concrete encased where under pavement, both of a depth to provide 30 inches minimum cover over the top of the underground electrical duct, regardless of the soil conditions or substances encountered.

**300-3.5 General.**

The Contractor shall be responsible for coordinating all electrical work with the Utility. The Contractor shall provide temporary service conductors and raceway system. The Contractor shall then provide and connect permanent service conductors and raceway system after the completion.

All secondary conductors and controls, signaling and lighting shown in or on buildings are included in this project. Electrical service shall be extended from the service equipment as indicated.

In general, the various electrical equipment and material to be installed by the various trades under this specification shall be run as indicated, as specified herein, as required by particular conditions at the site, and as required to conform to the generally accepted standards to complete the work in a neat and satisfactory manner. The following is a general outline concerning the running of various systems and is to be expected where the drawings or conditions at the buildings necessitate deviating from these standards.

The drawings and specifications are complementary; any work required by one, but not by the other, shall be performed as though required by both.

The Contractor shall maintain copies of all equipment installation manuals on site during construction.

All conduits shall be run exposed in the equipment rooms or run concealed as indicated.

The construction details of the building are illustrated on the drawings. Each Contractor shall thoroughly acquaint himself with the details before submitting his bid as no allowances will be made because of the Contractor's unfamiliarity with these details.

The electrical plans do not give exact locations, etc., and do not show all the offsets, control lines, junction boxes, and other installation details. Each Contractor shall carefully lay out his work at the site to conform to the job conditions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and thereby to provide complete operating systems.

The electrical plans show diagrammatically the locations of the various electrical outlets and apparatus and the method of circulating and controlling them. Exact locations of these outlets and apparatus shall be determined by reference to the general plans and to all detail drawings, etc., by measurements at the buildings, and in cooperation with other crafts, and in all cases shall be subject to the approval of the Engineer. The Engineer reserves the right to make any reasonable change in location of any outlet or apparatus before installation, without additional cost to the Owner.

These Specifications and the accompanying Drawings are intended to cover systems which will not interfere with the structure of the buildings, which will fit into the several available spaces, and which will insure complete and satisfactory systems. Each bidder shall be responsible for the proper fitting of his material and apparatus into the buildings.

Should the particular equipment which any bidder proposes to install require other space conditions than those indicated on the Drawings, he shall arrange for such space with the Engineer before submitting his bid. Should changes become necessary because of failure to comply with this clause, the Contractor shall make such changes at the Contractor's expense.

Should the particular equipment which any bidder proposes to install require other installation methods, such as larger light base junction structures, etc., he shall include all such equipment and appurtenances in his bid. Should changes become necessary because of failure to coordinate equipment requirements and comply with this clause, the Contractor shall make such changes at the Contractor's expense.

The Contractor shall be responsible to see that each party furnishes electrical equipment which meets the electrical requirements specified herein and that all systems work together to produce the specified operation.

Where two or more units of the same kind or class of equipment are required, these shall be products of a single manufacturer; however, the component parts need not be the products of one manufacturer.

Each Contractor shall submit working scale drawings of all his apparatus and equipment which in any way varies from these Specifications and Plans, which shall be checked by the Engineer and approved before the work is started, and interferences with the structural conditions shall be corrected by the Contractor before the work proceeds.

Electrical equipment, such as switchgear, switchboards, panelboards, load centers and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

All electrical equipment shall be securely mounted as indicated in the plans, as required by the contract specifications, as required by guidelines and codes, and as required by the manufacturer using hardware compliant with the environmental conditions.

Interior components of electrical enclosures shall be securely mounted using appropriate hardware within the enclosure. Adhesives or adhesive tapes/strips are not allowed and are prohibited.

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Electrical components, including but not limited to, relays, circuit boards, electronics, etc., shall be installed within approved enclosures.

The Contractor shall keep ends of conduits, including those extending through roofs, equipment and fixtures covered or closed with caps or plugs to prevent foreign material from entering during construction.

Where portions of raceways are known to be subjected to different temperatures, where condensation is a problem, and where passing from interior to exterior of a building, the portion of raceway or sleeve shall be filled with an approved material to prevent the circulation of air, prevent condensation, and prevent moisture entry. Sealing of raceways shall not occur until after the conductors and cables have been installed, tested and accepted by the Engineer.

The Contractor shall install any temporary lines and connections required to maintain electric services and safely remove and dispose of them when complete.

All temporary wiring shall conform to OSHA standards. Remove temporary services when work is complete. Any damage to electrical equipment caused by the Contractor shall be repaired at no cost to the Owner.

All non-current carrying parts and neutrals shall be grounded as indicated on the Drawings or as required by the Codes.

White and/or gray outer finish conductors may only be used as grounded conductors or neutral conductors in accordance with NEC.

Install insulated green equipment grounding conductors with all feeder and branch circuits.

Provide separate insulated equipment grounding conductors from grounding system to each electrical equipment, telecommunication equipment, other special electrical system equipment, and appurtenance item location in accordance with NFPA 70 and other applicable standard requirements.

The bidder shall inspect the site, thoroughly acquaint himself with conditions to be met and work to be accomplished. Failure to comply with this shall not constitute grounds for any additional payments.

Where electrical equipment is installed that causes electrical noise interference with other systems either existing or installed under this contract, the offending equipment shall be equipped with isolating transformers, filters, reactors, shielding, or any other means as required for the satisfactory suppression of the interferences, as determined by the Engineer.

All junction boxes, expansion joints, flexible connections, instruments and similar items requiring servicing or repairs shall be installed in an accessible location.

All salvage and equipment removed by the work shall remain the property of the Owner. Material removed from the project shall be stored on the project site where and as directed. Debris shall be removed from the job site and disposed of by the Contractor.

The Contractor shall maintain his work area clean and orderly at all times. Debris shall be removed promptly. The electrical system shall be thoroughly cleaned inside and outside of all enclosures to remove all metal shavings or other work debris, dust, concrete splatter, plaster, paint and lint.

The Contractor shall do all excavating and backfilling made necessary by electrical work and shall remove all surplus or supply any earth required to establish the proper finished grade.

The Contractor shall do all cutting and patching made necessary by electrical work, but in no case shall he cut through or into any structural member without written permission of the Engineer.

All steel conduits, supports, channels, fittings, nuts, bolts, etc. shall be galvanized, corrosion-resistant type unless otherwise noted.

An approved anti-seize compound shall be used on all threads to prevent equipment and thread damage.

Equipment shall be installed in accordance with manufacturer's recommendation. Make all final electrical connections and coordinate all items with other trades.

Correct unnecessary damage caused due to installation of work, brought about through carelessness or lack of coordination. All openings, sleeves, and holes to be properly sealed, fire proofed and waterproofed. Any water leaks arising from project construction will be immediately corrected to the satisfaction of the Owner and the Engineer.

**300-3.6 Power supply equipment.** Electrical equipment, such as switchgear, switchboards, panelboards, load centers, and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

If shown in the plans, the power supply equipment shall be set on concrete housekeeping pads to provide a minimum space of 3-1/2 inches between the equipment and the floor. All equipment shall be secured to the floor or wall in accordance with the manufacturer's recommendations and these contract document requirements.

**300-3.7 Duct and conduit.** Conduits shall be galvanized rigid steel unless otherwise indicated or specified. Refer to one-line diagram conduit notes for specific requirements.

Conduit runs shall be one trade size continuously with no reducers allowed. Changing of conduit size is only permitted at manholes, handholes, and boxes and conduit bodies used as outlet, device, junction, or pull boxes, including approved, listed fittings with removable covers.

Use an approved, listed adapter/coupling to convert to other types of conduit. Reducer couplings are not allowed.

For underground service entrance, feeder and branch circuit raceways, offsets and bends over 30 degrees and elbows in Schedule 40 PVC conduit runs shall be Schedule 80 PVC conduit. Underground service entrance PVC conduits shall be concrete encased unless otherwise noted. Underground PVC conduits shall be concrete encased under driveways, roadways, parking lots and other paved areas.

Non-encased conduits shall convert to concrete encased ducts under all paved areas and shall extend at least 3 feet beyond the edges of the pavement unless otherwise noted.

The Contractor shall provide a staked centerline or offset for the duct and manhole system - utilizing the drawings and a site inspection of the existing grounds, grades and utility crossings. The Owner and Engineer shall approve the staking plan that shall be indicated on a drawing submitted for approval before starting any excavation for the ducts. The staking plan shall indicate the proposed location, elevation and dimensions of manholes and handholes. The Engineer reserves the right to adjust duct, manhole and handhole locations and elevations before installation at no additional cost to the Owner.

The bottom surface of trenches shall be essentially smooth and free from coarse aggregate.

Install grounding-and-bonding type bushings and bonding jumpers on all service entrance conduits and on all feeder and branch circuit conduits.

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Use conduit bushings at each conduit termination. Where No. 4 AWG or larger ungrounded wire is installed, use insulated bushings.

When EMT is allowed, utilize only steel compression fittings. Die-cast and set-screw fittings shall not be used.

Use double lock nuts at each conduit termination. Use weather tight hubs in damp and wet locations. Sealing lock nuts shall not be used.

Grounding continuity to rigid metal conduit shall be accomplished by grounding bushings/adapters with lugs for connection to grounding counterpoise and/or grounding electrode conductor as defined by NEC.

All exposed wiring shall be run in not less than 1/2 inch (12 mm) galvanized rigid steel conduit. All conduits shall be installed to provide for drainage. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 nor less than 1-1/4 inches (31 mm) long. There shall be at least two fastenings for each 10-foot (3 m) length.

Existing ducts may require clearing before use. It is the responsibility of the Contractor to locate the existing ducts, identify empty or partially empty conduits and clear the conduits as required. Where new cable is to be installed in existing duct, the full length of the duct shall be cleared of debris by mechanical means before the installation of the new cable. Acceptable methods of clearing existing ducts include "hydro-jetting" and "roto-rooting." All existing cables in each re-used duct shall be replaced for the length of the duct and properly spliced in a method approved by the Engineer. Clearing of existing duct banks or conduits is incidental to the cable pay item.

Dedicated ground rods shall be installed and exothermically welded to the counterpoise wire at each end of a duct bank crossing under pavement.

For concrete markers, the impression of letters shall be done in a manner, approved by the Engineer, to affect a neat, professional appearance. The letters shall be stenciled neatly. After placement, all markers shall be given one coat of high-visibility aviation orange paint, as approved by the Engineer.

### **300-3.8 Concrete structures.**

For handholes, cables shall be well supported on the walls using heavy-duty non-metallic cable racks with multiple arms per stanchion and wide type wire ties for securing the cables. Handholes shall have at least one stanchion on each wall. Adjustable arms shall lock into the stanchion. Stanchion and arm lengths shall be appropriate for the handhole size and the amount of cables to be supported. At least one spare unused arm shall be installed at each stanchion position. Stainless steel hardware shall be used to securely mount and secure the cable racks to the walls.

Handhole covers shall have custom legends. Coordinate exact text with the Engineer during product submittal reviews.

**300-3.9 Backfill, compaction, and restoration.** Refer to the backfill, compaction and restoration requirements within Item P-152 where other compaction requirements are specified (under pavements, embankments, etc.)

Trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the Engineer or Construction Observer. The Contractor shall ensure all trenches are inspected prior to being covered and prior to encasement. Any uninspected trenches which are prematurely covered shall

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be exposed for inspection at the Engineer and Owner's convenience at no additional cost to the Owner. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

**300-3.10 Cable and utility coordination.** The existing and the proposed locations of lighting cable are approximate. The Contractor shall be responsible for field locating and identifying the existing lighting circuits to determine their exact routing. The Contractor shall also be responsible for maintaining the lighting systems in a working condition until the new lighting circuits have been installed and tested. The Contractor shall proactively and expeditiously accomplish this cable identification work prior to performing any modifications to the lighting circuits. Coordinate identification work with the Owner and Engineer and make all corrections, additions, etc. on the as-built drawings.

Underground cable and utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these cables and utilities on the Plans. All existing cable and utilities may not be shown on the Plans and the location of the cables and utilities shown may vary from the location shown on the Plans. Prior to beginning of any type of excavation, the Contractor shall contact the utilities, the airport maintenance staff, FAA field personnel and other organizations as required and make arrangements for the location of the utilities on the ground. The Contractor shall maintain the cable and utility location markings until they are no longer required.

The Contractor shall replace or repair any underground cable or utility that has been damaged by the Contractor during excavation to the satisfaction of the owner of the cable or utility at no additional cost to the Owner.

The Contractor shall be responsible for all coordination work associated with existing and new utilities, their marking, their identification, proposed outages/shutoffs, connections, cutovers, etc.

Specific work construction and utility cutover coordination meetings shall be held with Entergy concerning the utility line relocation work associated with their equipment and facilities. New work including pull boxes, underground ducts/conduits, and appurtenances required shall meet the respective utility standards and be installed to the satisfaction of the Utility, Owner, and the Engineer.

**300-3.11 Wiring.** The Contractor shall furnish all labor and materials and shall make complete electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Provide color-coding for phase identification.

Colors for 208Y/120V Circuits:

- a. Phase A: Black
- b. Phase B: Red
- c. Phase C: Blue
- d. Neutral: White

All new electrical cable shall be marked using color-coded plastic electrical tape, which is specifically designed for application on polyethylene-jacketed cable. The tape shall be applied as detailed on the Plans. Marking tape shall be Scotch 35 Vinyl Plastic tape or approved equal.



**300-3.12 Marking and labeling\_** Properly identify all electrical equipment.

Wire/Cable Designation Tape Markers:

- a. Indoor Dry Locations: UL Recognized Materials, vinyl or vinyl-cloth, self-adhesive, wraparound, self-laminating, cable/conductor markers with computer printer-generated numbers and letters, minimum 1" width. Provide Brady B-427 with thermal transfer print type or approved equal.
- b. Outdoor Locations and Indoor Wet and Damp Locations: White polyolefin, non-adhesive, full circle, heat-shrinkable sleeve, cable/conductor markers with computer printer-generated numbers and letters, minimum 1" width. Provide Brady B-342 with thermal transfer print type or approved equal.

Properly identify all electrical equipment, including but not limited to the following:

- a. Main distribution panel and individual devices within it.
- b. Panelboards and individual devices within it.
- c. Safety switches and disconnects.
- d. Contactors and lighting control center, including all branch circuits.
- e. Individually mounted circuit breakers.
- f. Starters and relays.

Use permanently attached black phenolic plates with 3/8" white engraved lettering on the face of each, attached with minimum two sheet metal screws. Starters and relays connected under this Specification shall be identified whether furnished under this Specification or under other Specifications of this contract. Plates shall be indoor or outdoor rated as required by installation location.

Panelboard identification plates shall indicate panel by identification name, voltage system, ampacity rating and type, AIC rating, and feeder source description.

Identify each receptacle, light switch, junction box, etc. with panelboard identification and circuit number. For all wiring device covers, use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

Identify fire alarm junction boxes with red covers and mechanical control junction boxes with blue covers.

Install all identification as required by current adopted editions of the NFPA 70 - National Electrical Code and NFPA 70E - Standard for Electrical Safety in the Workplace.

**300-3.13 Removal and relocation of existing equipment.** The Contractor shall carefully remove all salvageable equipment as indicated on the Plans. Any equipment which is damaged during the removal operation shall be subject to a reduction in payment for removal of the equipment. All equipment which is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the Engineer.

The Contractor shall carefully relocate existing equipment as indicated in the Plans. Any equipment that is damaged during the relocation operation shall be replaced at no additional cost to the Owner.

Any existing electrical equipment, conduit, cables, etc. that is damaged during construction shall be replaced at no additional cost to the Owner to the satisfaction of the Owner and the Engineer.

**300-3.14 Under 600v cable connections.**

For under 600V cable connections of voltage powered circuits, splices whether direct buried or within an underground enclosure shall only utilize approved cast splices, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M Company, or an approved equivalent.

**300-3.15 Certification and performance.** Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and Engineer, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

**300-3.16 As-built drawings.** The Contractor shall keep one (1) full-sized set of prints for As-Built Drawings at the site, in good order, and annotated to show all changes made during the construction process.

The Contractor shall locate all underground and concealed work, identifying all equipment, conduit, circuit numbers, motors, feeders, breakers, switches, and starters. The Contractor will certify accuracy by endorsement. As-Built drawings shall be correct in every detail, so Owner can properly operate, maintain, and repair exposed and concealed work.

The As-Built drawings shall indicate all control system labeling and marking.

The Contractor shall store the As-Built drawings on the site. Drawings shall not be rolled. Make corrections, additions, etc., with pencil, with date and authorization of change.

As-Built drawings must be submitted to Engineer before project will be accepted.

Minor deviations from the Plans and Specifications shall be as approved by the Engineer.

Upon completion of the installation, the Contractor shall adjust the systems to the satisfaction of the Engineer.

**300-3.17 Testing.**

**General Electrical Testing:** Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification and certify compliance with test parameters. Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest. Perform infrared scan tests and inspections of service and power distribution equipment at the respective buildings and provide reports. Electrical equipment will be considered defective if it does not pass tests and inspections. Reports shall include notations of deficiencies, remedial action taken and observations after remedial action.

**System and Equipment Testing:** All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Test equipment and instruments utilized by the Contractor shall have been calibrated following the manufacturer's recommended schedule to verify their accuracy prior to performing the testing work. The

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Contractor shall provide instrument calibration certificates on test equipment when requested by the Engineer. Retesting work due to inaccurate or defective instruments shall be performed by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

a. Megger Testing:

The Contractor shall perform megger tests on each circuit after the acceptance test period. This acceptance test information shall be recorded and documented by the Contractor and submitted to the Engineer.

After final acceptance testing has been completed, the Contractor shall complete and submit his final megger test reports on the enclosed "Insulation-Resistance Test Report" form to the Engineer and insert copies of the initial and final megger test reports in the Operation and Maintenance Manuals.

Megger testing shall be performed using an insulation meter, such as a Fluke 1507 Insulation Resistance Multimeter, Ideal 61-797 Digital Insulation Meter, or approved equal having an insulation test range up to 10 Gigohms or greater.

The insulation resistance to ground for 600V rated cables shall be not less than 100 Megohms when measured per NETA standards.

The installations shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings in accordance with manufacturer's requirements. Testing equipment shall be furnished by the Contractor.

b. Ground Rod Impedance Testing:

The enclosed "Ground Rod Impedance Test Report" form shall be used, and testing shall be performed in the presence of the Engineer.

As-Built drawings shall indicate the location of all installed ground rods. Each ground rod shall have a unique identifier that corresponds with its submitted ground impedance test report.

Three-pole fall-of-potential testers that can measure the ground resistance of a ground rod using auxiliary electrodes (staked testing), such as a Fluke 1621 Earth Ground Tester, shall be used for testing individual dedicated equipment ground rods at fixtures and equipment, or for testing isolated counterpoise ground rods not yet connected to the counterpoise wire.

Clamp-on testers that can measure the ground resistance of a ground rod without using auxiliary ground rods (stakeless testing), such as a Fluke 1630 Earth Ground Clamp Meter or approved equal, shall be used for testing counterpoise ground rods which have already been connected to the counterpoise wire, or ground ring ground rods which have already been connected to the established ground ring system.

Ground impedance test equipment shall be submitted for review and approval by the Engineer prior to performing the tests.

If the ground rod's impedance exceeds 25 ohms, an additional rod shall be driven in a location suitable and approved by the Engineer. However, the additional rod must satisfy the requirements of NEC 250.53 and not be less than 6 feet away from any other ground rod electrode. Additional ground rods shall not be measured for separate payment but shall be considered subsidiary to the counterpoise or respective equipment pay item.

The Contractor shall perform additional tests if required and requested by the Engineer at no additional cost.

The Contractor shall coordinate with the resident Engineer to approve tests daily before proceeding. The Contractor shall fill out a separate test report for each date. Test reports shall be submitted weekly to the Engineer.

c. Cable Pulling Tension Values Log:

The enclosed "Cable Pulling Tension Values Log" form shall be used for monitoring cable pull tension values in the presence of the Engineer.

**300-3.18 Inspection fees and permits.** The Contractor shall obtain and pay for all necessary construction permits, licenses, government charges, and inspection fees necessary for prosecution of the Work. Unless otherwise noted, the Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work, ready for subsequent utility account transfer to the Owner after final acceptance.

**300-3.19 Work supervision.**

State of Arkansas: The electrical contractor (whether the general contractor or a subcontractor) shall be a licensed contractor in the state of Arkansas having an electrical classification suitable for performing the work required in these contract documents.

The Contractor shall designate in writing the qualified electrical supervisor who shall provide supervision to all electrical work on this project. The minimum qualifications for the electrical supervisor shall be a master electrician as defined by Arkansas Board of Electrical Examiners. The supervisor or his appointed alternate possessing at least a journeyman electrician license shall be on site whenever electrical work is being performed. The qualifications of the electrical supervisor shall be subject to approval of the Owner and the Engineer.

All master and journeyman electricians shall be licensed in accordance with Arkansas Code Title 17 Chapter 28 - Electricians. The website located at <http://www.arkleg.state.ar.us> publishes the text of this statutory requirement. No unlicensed electrical workers shall perform electrical work on this project. Apprentice electricians in a ratio of not more than one apprentice per journeyman electrician will be allowed if the apprentices are licensed and actively participating in an apprenticeship program recognized and approved by the Arkansas Board of Electrical Examiners.

**300-3.20 Training.** The training classes shall be coordinated with the Owner and Engineer in advance of the final acceptance testing. Comprehensive operational and maintenance training materials shall be provided by the equipment manufacturer and the Contractor (see section 2.3 OPERATION AND MAINTENANCE DATA).

- a. Operations and Maintenance:
  - (1) Training time shall be a minimum of two hours.
  - (2) Class size minimum of 2.
  - (3) Training shall take place in the hangar.
  - (4) Training shall cover the following systems: Hangar Door
  - (5) Training materials shall be the approved O&M's.
  - (6) Provide hands-on troubleshooting specifics.
- b. Preventive Maintenance Program Recommendations
  - (1) Program shall cover the following systems: Hangar Door
  - (2) List failure scenarios and what to do.

- (3) Provide technical assistance points of contact and phone numbers.

Schedule the training with the Owner at least 10 days in advance and notify the Engineer.

Provide hands-on demonstrations and training of equipment components and functions, including adjusting, operating, and maintaining the lighting equipment and systems. Coordinate the training schedule with the Owner in advance, so that the Owner may record the training if desired. Provide 4 hours training for the operational personnel and 4-hours training for the maintenance personnel.

### **METHOD OF MEASUREMENT**

**300-4.1** The quantity of lockout/tagout procedures to be paid for shall consist of all lockout/tagout procedure work completed in place, accepted and ready for operation.

**300-4.2** Payment for electrical service installation shall be lump sum under this item and shall consist of electrical equipment, conductors, labor, and equipment that is installed, constructed, connected, and accepted in place as detailed in the plans and specifications, as a complete unit ready for operation to the satisfaction of the Engineer. This work consists of all electrical service work required for the hangar service which is not paid for separately. This work includes, but is not limited to, all electrical power distribution work including all supporting structures and apparatuses, conduits, wires, switches, connections, connectors, grounding power systems modifications/additions, electrical secondary services conduit, meter, disconnect, utility coordination with integration, testing, and methods required to complete the work to the satisfaction of the Owner and the Engineer.

### **BASIS OF PAYMENT**

**300-5.1** Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the Engineer.

Lump sum payments will be based on successful completion of three major portions of the work to the satisfaction of the Engineer.

- 50% Infrastructure in the ground is completed, including items such as concrete foundations, reinforcing, conduits, wiring, etc.
- 25% System equipment is installed, equipment is mounted and aimed, support structures installed, wires pulled/terminated between equipment items, system energized and tested, system is fully functional, ready for commissioning.
- 25% System is commissioned and determined to be fully functional to users as approved by the Owner and Engineer.

Payment will be made under:

Item SS-300-5.1 Lockout/Tagout Procedures – per Lump Sum

Item SS-300-5.2 Installation of New Electrical Service to New Hangar – per Lump Sum

### **MATERIAL REQUIREMENTS**

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Commercial Item Description A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation)
Fed. Spec. W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid
Fed. Spec. W-P-115	Panel, Power Distribution
Fed. Std. 595	Colors
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings for Conduit and Outlet Boxes
Underwriters Laboratories Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
CFR 1910	Occupational Safety and Health Regulations
CFR 1926	Safety and Health Regulations for Construction
ANSI/IEEE C2	National Electrical Safety Code
NFPA 70	National Electrical Code (NEC)
NFPA 70E	Standard for Electrical Safety in the Workplace
NFPA 101	Life Safety Code
NFPA 780	Standard for the Installation of Lightning Protection Systems
29 CFR 1910	Occupational Safety and Health Standards (OSHA)
29 CFR 1926	Safety and Health Regulations for Construction

**END OF ITEM SS-300**

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**INSULATION RESISTANCE TEST REPORT**

Owner / Sponsor: \_\_\_\_\_

Engineer: Garver, LLC

Airport: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project Title: \_\_\_\_\_

Garver Project Number: \_\_\_\_\_

Vault ID / Location: \_\_\_\_\_

Date Initial / Final Tests: \_\_\_\_\_

Weather / Site Conditions (Initial Test): \_\_\_\_\_ Last Two Weeks of Rain: \_\_\_\_\_ inches

Weather / Site Conditions (Final Test): \_\_\_\_\_ Last Two Weeks of Rain: \_\_\_\_\_ inches

Final Test Results			
	Circuit Designation and Color Code	Load Size (kW)	Megger Reading After Installation (Megohms)
1			
2			
3			
4			
5			
6			
Tested By:			
Test Equipment:			
Engineer Witness:			
Owner/Sponsor Witness:			

Provide signature/date and manufacturer/model no. as required in the fields above.

**Initial Test Record – Owner Disposition**

Owner / Sponsor: \_\_\_\_\_

(Signature and Date)

Check one only: ☐ Proceed with Installation ☐ Hold

# GROUND ROD IMPEDANCE TEST REPORT

Owner / Sponsor: \_\_\_\_\_

Engineer: Garver, LLC

Airport: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project Title: \_\_\_\_\_

Garver Project Number: \_\_\_\_\_

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

Weather / Site Conditions: \_\_\_\_\_

Fall-of-Potential Style Tester (F):  
Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Clamp-On Style Tester (C):  
Manufacturer: \_\_\_\_\_

Model #: \_\_\_\_\_

Ground Rod #	Test Equipment Style (F or C)	Impedance Value (Ohms)	Ground Rod #	Test Equipment Style (F or C)	Impedance Value (Ohms)
Tested By:					
Engineer Witness:					

Provide signature/date in the fields above.

Page \_\_\_\_\_ of \_\_\_\_\_



CABLE PULLING TENSION VALUES LOG

Owner / Sponsor: \_\_\_\_\_

Engineer: Garver, LLC

Airport: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project Title: \_\_\_\_\_

Garver Project Number: \_\_\_\_\_

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

Weather / Site Conditions: \_\_\_\_\_

Dynamometer  
Manufacturer/Model #: \_\_\_\_\_

Cable / Wire  
Manufacturer: \_\_\_\_\_

From / To Locations	Wire/Cable Size	Length of Pull	Pull Method	Maximum Value	Measured Value
Tested By:					
Engineer Witness:					

Provide signature/date in the fields above.

Page \_\_\_\_ of \_\_\_\_

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**ITEM SS-302 UTILITY ALLOWANCES**

**DESCRIPTION**

**302-1.1** To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding, allow within the proposed Contract Sum, the amounts described in this Section.

**302-1.2** Related work:

a. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions, Special Provisions, and other Sections of these Specifications.

b. Other provisions concerning Utility Allowances may be stated in other Sections of these Specifications.

**SPECIFIC UTILITY ALLOWANCES**

**302-2.1** The following utility allowances are included within this Contract:

a. **Power Utility Allowance:** The power utility, Entergy, will summarize their incurred costs for all their work associated with this project prior to bidding. The Engineer will provide copy of the power utility required reimbursement documentation with this section. This allowance item shall match the utility reimbursement amount. The Contractor shall not add additional administration or overhead charges to this allowance; those administration and overhead costs shall be considered subsidiary to the applicable work pay items within the unit price schedule.

**BASIS OF PAYMENT**

**302-3.1** Allowance Payments:

Payment will be made under:

Item SS-302-3.1      Power Utility Allowance -- per Allowance

**END OF ITEM SS-302**

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## ITEM SS-304 AGGREGATE BASE COURSE

### DESCRIPTION

304-1.1 This section covers all work in connection with the construction of aggregate base course in accordance with the lines, grades, thicknesses, and typical sections as shown in the Plans or directed by the Engineer. Material shall be Class 7 unless otherwise specified in the Plans.

### STANDARDS

304-2.1 Material and work (including testing) for aggregate base course shall be in accordance with SECTION 304 – AGGREGATE BASE COURSE of the Standard Specifications for Class 7, except as modified or augmented herein.

### CONSTRUCTION METHODS

304-3.1 TESTS. Material will be acceptable from quarries or crushing plants which currently are, or recently have been, supplying material meeting the Standard Specifications for Aggregate Base Course. In-place density shall be determined by AASHTO T 310, Direct Transmission of not less than 98% of maximum density determined in the laboratory by AASHTO T 180, Method D.

304-3.2 MAINTENANCE. The Contractor shall maintain the base course until and during the construction of the subsequent base or surface course. Defects that develop in the base course shall be repaired by the Contractor at the Contractor's expense.

### Measurement and Payment

304-4.1 Aggregate Base course will not be measured or paid separately but shall be considered subsidiary to the items of work for which it is required in accordance with the plans and specifications.

**END OF ITEM SS-304**

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## **ITEM SS-420 SEWER SERVICE LINE AND APPURTENANCES**

### DESCRIPTION

420-1.1 This section covers sewer service line, sewer service appurtenances, and installation requirements for sewer service accessories for the project, Item SS-295 includes the required oil-water separator.

### STANDARDS

420-2.1 Material and work (including testing) for Sewer Related items shall be subject to the local plumbing codes and specifications.

### MATERIALS

420-3.1 Sanitary Wastewater Pipe: Pipe conforming to these specification(s) will be accepted from manufacturers that are approved by applicable ASTM standards.

Polyvinyl Chloride (PVC) Wastewater Pipe. PVC pipe for sanitary wastewater gravity service pipe shall be in accordance with ASTM D2665; ASTM D 2949; CSA-B181.2.

Pipe fittings shall be in accordance with ASTM D 3311; ASTM D 2665; ASTM F 1866.

Galvanized Steel Pipe. Galvanized Steel pipe for sanitary wastewater gravity shall be in accordance with ASTM A 53.

Minimum slope for sewer pipe shall be 1/8 inch per foot.

Couplings. Connection between plain ends shall be Max Adaptor Couplings or equal approved by the Engineer.

Service Lines: All service lines shall meet with the requirements of the Arkansas State Plumbing Code and applicable City Plumbing Codes.

Minimum size for any service line or building wastewater shall be 4" normal diameter. Size of service line for multi-family or non-residential applications shall be as required in accordance with Arkansas State Plumbing Code, latest revision.

A clean out is required on wastewater connections at nearest point to the backside of curb at the city, county or state-maintained street or the property line. Cleanout shall include a cast iron valve box top and sewer lid.

### EXECUTION

420-4.1 The Contractor shall furnish all material(s) and labor as necessary for satisfactory completion of the project as specified.

The Contractor shall excavate the trench and pits to the required dimensions; construct and maintain all approaches required for traffic control; sheet, brace, and support adjoining ground or structures where necessary; handle all drainage or ground water, guard the site; load, unload, haul, distribute, lay and test the pipes, fittings, valves, hydrants and appurtenances; rearrange branch connections to main sewers, conduits, ducts, culverts or pipes where necessary; replace all damaged drains, sewers, culverts, or other structures; backfill the trench and pits; restore the roadway surface unless otherwise stipulated; remove surplus excavated material; clean the work site; maintain the street or other surface(s) over the trench until final acceptance of the completed project.

The sewer lines shall be installed in accordance with the lines and grades established by the plans and specification(s). Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts, state law requires notification to (Arkansas One-Call). Care shall be exercised by the Contractor during excavation to avoid damage to existing structures. When obstructions that are not shown on the plans are encountered during the progress of work and interfere so that an alteration of the plans is required, the engineer will alter the plans or order a deviation in line and grade, or arrange for removal, relocation, or reconstruction of the obstructions. There shall be no sharp and sudden breaks requiring extra fittings in the pipe and no joint shall be located underneath a sub-structure without the consent of the Engineer. The minimum cover over the pipe shall be 30" or as indicated on the Plans. Minimum cover shall be measured from the ground surface or the surface of the permanent improvement to the top of the barrel of the pipe, whichever is greater. Horizontal and vertical control points (where required) will be established along or adjacent to the construction area. It shall be the responsibility of the Contractor to make necessary measurements from these control points in order to maintain the proper alignment and grade of the structures. The Contractor shall preserve all stakes and markers established by the Engineer. The approximate location of subsurface structures should be shown on the plans. The information is shown to provide "guidance" for the Contractor and the Engineer. It does not guarantee the accuracy or correctness of the locations shown. Furthermore, there may be structures that are not shown. It shall be the responsibility of the Contractor to satisfy themselves as to the actual location and nature of subsurface structures.

The Contractor shall make necessary exploratory excavations to determine the location of underground structures such as pipes, drains, conduits and other structures. The contractor shall be responsible for contacting the owners of such structures prior to excavating in the vicinity of these facilities. The contractor will comply with the instructions provided.

The Contractor shall not stop or impede the flow in any pipe, wastewater, surface or subsurface drain without first making provisions for diverting the flow to the satisfaction of the Engineer.

If any Utility facility or structure is damaged during the progress of the work, the Contractor shall immediately notify the appropriate owner. Repairs shall not be made by the Contractor without the prior approval of the Utility facility or structure owner. All repairs to water or wastewater facilities or the construction of water and wastewater facilities shall conform to the latest edition of the local applicable Water and Wastewater System Standard Specification(s) for Wastewater Construction. The Contractor shall pay Utility owners for the cost(s) of repairing, relocating or replacing any facilities damaged by the Contractor. In addition, the Contractor shall provide all assistance available to the Utility involved in making repairs under emergency conditions.

The Contractor shall not operate a control valve in the existing collection system without the approval of the Utility.

Before installation of pipe and appurtenances, the trench bottom shall be graded to provide uniform support of the pipe and appurtenances.

Backfill: All backfill material(s) shall be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks or stones, frozen soil or other material that is unsuitable. All trenches shall be backfilled as soon as possible after installation of the pipeline and appurtenances.

Backfilling under the pipe shall be in accordance with these specification(s). Donafill, wet or frozen material shall not be used for backfilling. When trenches cross or pass through existing paved roads, streets or alleys, backfill shall be in accordance with requirements of state, county or local authority having jurisdiction. The Contractor shall fill trenches with suitable material where settlement has occurred up to 90 days after completion of the project. In areas where sod, trees, shrubs, flowers or other vegetation has been removed and is to be replanted, the top 6" of backfill shall be suitable bottom land topsoil.

#### MEASUREMENT AND PAYMENT



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420-5.1 The work required by this item will be paid for at the lump sum price bid for "Sewer Service Line and Appurtenances ", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work including connections to existing manhole.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-420-5.1                      Sewer Service Line and Appurtenances - per Lump Sum

**END OF ITEM SS-420**

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## ITEM C-105 MOBILIZATION

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

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

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

**105-4.1 Engineer/RPR field office.** An Engineer/RPR field office is not required.

**105-4.2 Contractor's access / haul routes.** *The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. Prior to beginning construction, the contractor shall document the existing conditions of any proposed haul routes. Documentation methods shall be approved by the Engineer. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.*

**105-4.3 Contractor's Staging Area.** *The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."*

**105-4.4 Instrument Control.** *The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Mobilization".*

**105-4.5 Location of Underground Utilities.** *Prior to performing excavations, the Contractor shall be responsible for performing such spot digging or "potholing" as necessary to verify the location and depth of existing underground utilities. This work shall be in addition to requirements included the General Provisions and plan notes. Spot digging or "potholing" will not be paid separately, but shall be considered subsidiary to the bid item "Mobilization."*

**105-4.6 Clean-Up.** *From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.*

*Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.*

#### **METHOD OF MEASUREMENT**

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

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

#### **BASIS OF PAYMENT**

**105-6** Payment will be made under:

Item C-105-6.1                      Mobilization (Maximum 10% of Total Bid) – per Lump Sum

#### **REFERENCES**

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

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

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

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**