

COEUR D'ALENE AIRPORT HAYDEN, IDAHO

BID DOCUMENTS FOR SNOW REMOVAL EQUIPMENT BUILDING

FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Name of Bidder: _____
Address: _____

JUNE 2022



7950 N. Meadowlark Way, Suite A
Coeur d'Alene, Idaho 83815

COEUR D'ALENE AIRPORT HAYDEN, IDAHO

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FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

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T-O ENGINEERS

7950 N. Meadowlark Way, Suite A
Coeur d'Alene, Idaho 83815

BID FORM

PROJECT IDENTIFICATION

Coeur d'Alene Airport
Snow Removal Equipment Building

CONTRACT IDENTIFICATION

FAA/AIP No. 3-16-0010-0XX-2022

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to Owner: **Kootenai County
Board of County Commissioners
451 Government Way (3rd Floor)
PO Box 9000
Coeur d'Alene, Idaho 83816**
- 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 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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 Supplementary Conditions, 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 Supplementary Conditions, 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 Bidder currently possesses or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.
- L. All Subcontractors currently possess or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.

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 Base bid lump sum: BIDDER will complete all Work in accordance with the contract documents including, but not limited to, all labor, materials, equipment, components, services, bonds, prevailing wage rates, and sales taxes, cash allowances, etc. (excludes alternates) in the amount of (in words and numbers):

Title	Description	Lump Sum Price	
Bid Schedule A	Snow Removal Equipment (SRE) Building		\$ _____
Bid Schedule B	Paving of Approaches and Asphalt Patch		\$ _____
Bid Schedule C	Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain		\$ _____
Bid Schedule D	Windows		\$ _____
Bid Schedule E	Water Extension, Spigot, Fire Hydrant		\$ _____

Total Bid - All Schedules \$ _____

Bidder will complete the Work in accordance with the Contract Documents for the lump sum amounts.

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 Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 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 in the form of a cashier's check, or certified check, or a Bid bond;
- B. Bid Schedule(s);
- C. Supplemental Equipment Rate Schedule
- D. Identification of Subcontractors required to be identified in this Bid, "Designation of Subcontractors and Suppliers", Exhibit I;
- E. "Non-Collusion Affidavit", Exhibit II;
- F. "Joint Venture Statement", Exhibit III (if applicable);
- G. "Disadvantaged Business Enterprise Utilization", Exhibit IV;
- H. "Letter(s) of Intent", Exhibit V;
- I. "Certificate of Buy American Compliance for Manufactured Products ", Exhibit VI;
- J. "Certificate of Nonsegregated Facilities", Exhibit VII
- K. "Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions", Exhibit VIII;
- L. Bidder's Idaho Public Works Contractors License No. _____; or a written covenant to obtain such license prior to award and execution of contract.
- M. Bidder's List Information

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 Conditions, and the Supplementary Conditions.

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:

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COEUR D'ALENE AIRPORT
SNOW REMOVAL EQUIPMENT BUILDING
AIP 3-16-0010-0XX-2022
BID SCHEDULE A - BASE BID

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
A-1	Snow Removal Equipment (SRE) Building @_____	L.S.	1	_____	_____
TOTAL BID SCHEDULE A					_____
BID SCHEDULES B THROUGH E - ADDITIVE BIDS					
B-1	Paving of Approaches and Asphalt Patch @_____	L.S.	1	_____	_____
C-1	Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain @_____	L.S.	1	_____	_____
D-1	Windows @_____	L.S.	1	_____	_____
E-1	Water Extension, Spigot, Fire Hydrant @_____	L.S.	1	_____	_____
TOTAL ADDITIVE BIDS					_____
TOTAL ALL BID SCHEDULES					=====

CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Equipment Operating Rates (with Operator) for Contractor Force Account Work:

	<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1.	Dozers	
2.	Backhoes	
3.	Tractors	
4.	Loaders	
5.	Scrapers: ___ c.y.	
	___ c.y.	
6.	Compactors	
7.	Trucks: 10 c.y.	
	20 c.y.	
	___ c.y.	
	water	
8.	Generator	
9.	Paver	
10.	Asphalt Milling Equipment	
11.	Pulverizer	
12.	Motor Grader	
13.	Rollers	
14.	Compressor	
15.	Other	

Form shall be filled in at the time of bid submittal or an itemized rate schedule of the Contractor's equipment may be attached in lieu of completion of the form. Hourly rates for equipment shall include OWNERSHIP, OPERATING COST AND OPERATOR.

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BID BOND**BIDDER** *(Name and Address):*

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

OWNER *(Name and Address):*

BID

BID DUE DATE: _____

PROJECT *(Brief Description Including Location):*

BOND

BOND NUMBER: _____

DATE: *(Not later than Bid Due Date):* _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

(Seal)

Bidder's Name and Corporate Seal

By: _____

Signature and Title

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

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

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.
 2. Default of Bidder shall occur upon the failure of Bidder to deliver, within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract 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 and Contract 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 time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from 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 Bid Due Date.
 7. Any suite 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. Notice 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 as length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the 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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**INDEX OF
ADDITIONAL BID FORMS**

Designation of Subcontractors and Suppliers, Exhibit I

Non-Collusion Affidavit, Exhibit II

Joint Venture Statement, Exhibit III

Disadvantaged Business Enterprise Utilization, Exhibit IV

Letter of Intent, Exhibit V

Certificate of Buy American Compliance for Manufactured Products, Exhibit VI

Certificate of Nonsegregated Facilities, Exhibit VII

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VIII

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor and supplier who will perform work or labor or render service or provide materials or equipment to the Contractor in or about the construction of the work; and (b) The portion of the work which will be done by each subcontractor or provided by each supplier.

Idaho Code Section 67-2310 requires subcontractors who will perform plumbing, HVAC work, or electrical work to be named on the bid of the general contractor. The Contractor shall not name more than one subcontractor for each work item. If the Contractor intends to perform plumbing, HVAC work, or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed.

The Contractor shall not, without written consent of the Engineer, make any substitution, alterations, or additions to the following list of subcontractors or suppliers which is made a material part of this BID.

The following is a complete list of the proposed Subcontractors and Suppliers: (Attach additional sheets if necessary.)

<u>Type of Work</u>	<u>Name and Address</u>	<u>Approximate Amount of Subcontract or Value of Materials</u>	<u>Idaho Public Works Contractor License No.</u>	<u>DBE: Yes/No</u>
Plumbing				
HVAC				
Electrical				

	_____ (Name of Firm)
_____ (Date)	_____ (Signature)
	_____ (Title)

NON-COLLUSION AFFIDAVIT

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Bidder's Name

Address

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Firm Name)

(Date)

(Signature of Responsible Officer)

(SEAL OF CORPORATION)

(Title)

Subscribed and Sworn to before me, this _____ day of
, 20____. My Commission Expires

(Notary Public)

JOINT VENTURE STATEMENT

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

PROJECT:
STATE OF _____)
COUNTY OF _____) SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:

a. _____
() An Individual
() A Partnership
() A Corporation

b. _____
() An Individual
() A Partnership
() A Corporation

c. _____
() An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with _____
(Owner), that each of the representations herein set forth is true.

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum _____% DBE utilization on this project.

Contractor _____

State Registration No. _____

By _____
(Signature)

(Name and Title)

Address _____

Phone No. _____

LETTER OF INTENT

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Area Code: _____

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$_____.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

Authorized Signature	Name of DBE Firm	Date
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If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF NONSEGREGATED FACILITIES

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

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

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

CERTIFICATION:

The information above is true and complete to the best of my knowledge and belief.

Contractor/Subcontractor:

(Name of Firm)

(Date)

(Signature)

(Title)

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

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

Certifications

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

Note

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

Term Definitions

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

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

Date

Signature

Company Name

Title

SUPPLEMENTAL BIDDING INFORMATION

Bidders List Information

(Submit with Bid Documents)

BIDDERS LIST INFORMATION

PROJECT NAME: SRE BUILDING
AIRPORT NAME: COEUR D'ALENE AIRPORT
AIP NUMBER: AIP NO. 3-16-0010-0XX-2022

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Please provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms.

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

COEUR D'ALENE AIRPORT HAYDEN, IDAHO

CONSTRUCTION DOCUMENTS AND SPECIFICATIONS FOR SNOW REMOVAL EQUIPMENT BUILDING

FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

JUNE 2022



T-O ENGINEERS

7950 N. Meadowlark Way, Suite A
Coeur d'Alene, Idaho 83815

COEUR D'ALENE AIRPORT HAYDEN, IDAHO

CONSTRUCTION DOCUMENTS AND SPECIFICATIONS FOR SNOW REMOVAL EQUIPMENT BUILDING

FAA/AIP PROJECT NO. 3-16-0010-0XX-2022



JUNE 2022



T-O ENGINEERS

7950 N. Meadowlark Way, Suite A
Coeur d'Alene, Idaho 83815

COEUR D'ALENE AIRPORT HAYDEN, IDAHO

CONSTRUCTION DOCUMENTS AND SPECIFICATIONS FOR SNOW REMOVAL EQUIPMENT BUILDING

FAA/AIP PROJECT NO. 3-16-0010-0XX-2022



Corrie Esvelt-Siefford



JUNE 2022



T-O ENGINEERS

7950 N. Meadowlark Way, Suite A
Coeur d'Alene, Idaho 83815

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

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**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
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June 2022**

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**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

I. BIDDING INFORMATION

001116 Notice Inviting Bids

002115 Instructions to Bidders (C-200)

NOTICE INVITING BIDS

OWNER: Kootenai County
Board of County Commissioners (BOCC)
451 Government Way
PO Box 9000
Coeur d'Alene, Idaho 83816

Separate sealed BIDS for the construction of:

**Snow Removal Equipment (SRE) Building
Coeur d'Alene Airport, Hayden, Idaho
FAA/AIP 3-16-0010-0XX-2022**

will be received by the Owner at the Office of the BOCC on the 3rd Floor, 451 Government Way, Coeur d'Alene, Idaho until **2:00 p.m., Tuesday, June 28, 2022**, and then at said location and time, publicly opened and read aloud.

Work associated with proposed improvements is generally described as follows:

Schedule A: Snow Removal Equipment (SRE) Building
Schedule B: Paving of Approaches and Asphalt Patch
Schedule C: Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain
Schedule D: Windows
Schedule E: Water Extension, Spigot, Fire Hydrant

Snow Removal Equipment Building consists of all elements necessary to construct a pre-engineered metal building for storage of the airport's snow removal equipment. Work generally consists of the construction of a Snow Removal Equipment Building (approximate gross size 8,272 sft) with associated utility extensions, and vehicle access to taxiway and roadway. Work includes sitework to construct the new building to include: surveying, erosion control, excavation, embankment, subbase course, base course, asphalt paving, stormwater modifications and improvements, utility work, topsoil, seeding and other miscellaneous items. Building items include foundation and floor concrete, steel supply and erection, insulation, glass, overhead and man doors, HVAC, roofing, and electrical.

Bid Documents will be made available after 3:00 p.m. PST, Tuesday, June 7, 2022. Interested bidders may obtain bid documents at www.to-engineersplanroom.com. Bid documents may be ordered in hard copy format for purchase at cost (nonrefundable). Electronic documents in PDF format may be downloaded at no cost. Bidders must register at www.to-engineersplanroom.com to be placed on the planholders list.

The work shall be complete and ready for final inspection in three hundred sixty-five (365) calendar days for Schedule A work.

A site visit is available at the Contractor's request. Please call 208-446-1860 forty-eight hours in advance of desired visit to coordinate a time with airport operations. No questions may be directed to the airport staff during site visit.

A Bid Guaranty, payable in cash, by cashiers check, certified check or bid bond, of 5 percent of the BID AMOUNT is required. Separate Performance and Payment Bonds each in the amount of 100 percent of the CONTRACT AMOUNT will be required. Each bidder must supply all the information required by the Bid Documents and Specifications.

All prospective bidders are directed to the Instructions for Bidders for discussion of Bid policies, procedures, and requirements. The Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional Bids.

Kootenai County, 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Prospective Contractors are notified that the work under this Contract is funded in part by a grant from the Federal Aviation Administration and as such this solicitation and any resulting contract are subject to the requirements of the Buy America Preference; Civil Rights – Title VI Assurance; Davis Bacon; Debarment and Suspension;

Disadvantage Business Enterprise; Foreign Trade Restriction; Lobby Federal Employee; and Recovered Materials contract provisions.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Kootenai County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this project manual. These requirements apply to all bidders/offers, including those who qualify as a DBE.

For DOT Assisted Contracts during Federal Fiscal Years 2020/2021/2022, Coeur d'Alene Airport has adopted an overall three-year DBE Goal of 1.10% (0.0% Race Conscious and 1.10% Race Neutral).

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

No contractor, subcontractor, or specialty contractor shall be required to have a current license as a Contractor in the State of Idaho in order to submit a bid or proposal on this project; prior to award and execution of the Contract, the successful bidder shall secure an Idaho Public Works Contractor's License.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity:

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

Goals for minority participation for each trade	3.0%
Goals for female participation in each trade	6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subContractor; employer identification number of the subContractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Idaho, Kootenai County, and the City of Hayden.

By: Kootenai County

PUBLICATION DATES:

June 4, 2022

June 11, 2022

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders, which are defined in the General Conditions of the Construction Contract, have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Hard copy sets of the Bidding Documents may be obtained from the T-O Engineers Online Planroom at www.to-engineersplanroom.com upon payment of the plan copy fee. Electronic Bidding Documents in PDF format may be downloaded for no cost. To be placed on the planholders list, Bidders must register at www.to-engineersplanroom.com.
- 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. It is the Bidder's responsibility to assure that he possesses complete sets of the Bidding Documents.
- 2.03 Electronic Bidding Documents are provided by the Owner for the Bidder's convenience. It is the responsibility of the Bidder to obtain all updates from the T-O Engineers Online Planroom.
- 2.04 Any conflicts, ambiguities or discrepancies between the electronic set and the hard copy set of Bidding Documents shall be governed and construed in favor of the hard copy set of documents. The Owner is not responsible for any formatting or other issues in viewing the electronic set of Bidding Documents.
- 2.05 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, each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain, in a timely manner, such qualification prior to execution of the contract, i.e. an Idaho Public Works Contractors License.
 - A. Idaho Code Section 67-2310 requires subcontractors who will perform plumbing, HVAC work, or electrical work, if applicable to the project, to be named on the bid of the general contractor. If the Contractor intends to perform plumbing, HVAC work, or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed. The Contractor shall not name more than one subcontractor for each work item. Failure to name subcontractors or list the valid contractor's license number for plumbing, HVAC or electrical work being self-performed by the general contractor on Designation of Subcontractors and Suppliers (Additional Bid Forms, Exhibit I) shall result in the bid being deemed nonresponsive.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 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 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 Supplementary Conditions 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 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 Conditions, has been identified and established in the Supplementary Conditions. 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 Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. Geotechnical Baseline Report: If included with the Bidding Documents, the Geotechnical Baseline Report (GBR) describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). If included with the Bidding documents, the GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods,

techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- 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 Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. 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 Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Site visit conducted by Bidder shall be during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations 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. Site visits and work at the Site shall be governed by the Owner's safety program.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

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 Supplementary Conditions, 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 Supplementary Conditions, 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.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 If a pre-Bid conference is to be held, it will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will issue 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 Questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing, to be received by end of day June 20, 2022. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda.
- A. Objections to specifications or bidding procedures shall be submitted to the Owner in writing, to be received at least three business days before the date and time upon which bids are scheduled to be opened. Any objection not perfected within the time limitations shall be deemed to constitute a waiver of any rights to raise such objection or appeal thereafter.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. Only questions answered by formal Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.03 It is the responsibility of the Bidder to obtain all Addenda and project updates from the T-O Engineers Online Planroom at www.to-engineersplanroom.com.

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 check made payable to Kootenai County, or certified check made payable to Kootenai County, or a Bid bond made payable to Kootenai County (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and licensed to do business in the State of Idaho.
- 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 to Kootenai County. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 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 120 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, the Work is to be completed and ready for final payment are set forth in the Agreement. The date that the Owner expects the Contractor to begin project construction work is specified in the Specifications. The submission of a Bid is a representation by the Bidder that Bidder will commence construction work and will complete construction during the time specified in the Contract Documents.

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 Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 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 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Designation of Subcontractors and Suppliers (Additional Bid Forms, Exhibit I) requires the identity of Subcontractors, Suppliers, and other persons and organizations be submitted to Owner as a part of the bid.
- 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, without an increase in Bid price.
- 12.04 Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bid Documents. Each copy of the Bidding Documents includes a copy of the Bid Form. A separate document titled "Bid Documents" will also be furnished for use in submittal of bids.
- A. The forms contained within the tab titled "Bid Documents" shall be submitted as specified per Article 15. The forms to be submitted with the bid include the following: Bid Form; Bid Schedule(s); Bid Bond; Additional Bid Forms, including: Designation of Subcontractor and Suppliers, Non-Collusion Affidavit, Joint Venture Statement, Disadvantaged Business Enterprise Utilization, Letters of Intent, Certificate of Buy American Compliance, and Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions; and Bidders List.
- B. All blanks on the Bid Form shall be completed in ink 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.
- C. 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."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.04 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.
- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be typed or printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 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.

- 13.11 Each Bidder shall submit with and as a material part of his Bid a completed copy of all Additional Bid Forms (Exhibits I through VII). Owner reserves the right to reject any Bid submitted with incomplete or improperly completed Bid Forms or Exhibits.
- 13.12 Each Bidder shall submit with his Bid a completed "Bidders List Information" which identifies all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including DBE and non-DBE firms.
- 13.13 Each Bidder shall submit with and as a material part of his Bid a complete sketch and/or drawings of the proposed building along with detail product information and manufacturer's literature for materials, equipment and proposed systems.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a Lump Sum basis as set forth on the Bid Form.
- B. Bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 Each copy of the Bidding Documents includes a copy of the Bid Form. The Bid Form is to be completed and submitted with the Bid security and 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, 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."
- 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 five calendar days 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 clerical or mathematical mistake in the preparation of its Bid and the mistake was

material and substantial, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

- 16.04 Bidders seeking relief from a bid that do not satisfy the conditions of a mistake shall forfeit any Bid Security. Bidders failing to execute a contract and not satisfying the conditions of a mistake shall also forfeit any Bid Security.
- 16.05 A Bidder who claims a mistake or who forfeits their Bid Security will be prohibited from participating in any rebidding of the Work on which the mistake was claimed or Bid Security forfeited.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation 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 shall remain subject to acceptance for 120 days after the day of the Bid opening, 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. 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; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the Bidder submitting the lowest responsive Bid, whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. See paragraph 22.01 for additional criteria.
 - A. If Bid alternatives or options are identified in the Bid Form, it is Owner's intent to accept alternatives or options in the order in which they are listed in the Bid form. The Bidder is forewarned that budget limitations, weather, schedule or other circumstances may prevent the award of the project or require the deletion of items or portions of the work scope of a given Schedule or an entire Schedule.
- 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. 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.

- 19.04 If individual or multiple contracts are to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the date of the Bid opening.
- A. No award can be made until the FAA has reviewed and approved the Owner's recommendation of award.
 - B. The Notice of Award will become effective once the Owner has received and executed the FAA Grant offer required to finance the Project.
 - C. Receipt and execution of the FAA Grant may take place later than 120 days following the Bid Opening. Should this occur it will not invalidate the award of the contract which may have been previously executed.
 - D. Owner may issue a Notice of Award with additional conditions identified as appropriate. Conditions shall be clearly stated on the Notice of Award. Conditions may include the deletion of items of a Schedule or an entire Schedule.
- 19.05 If the Owner deems it is in its best interest, it may, on refusal or failure of the Successful Bidder to execute the contract, award it to the second lowest responsive Bidder. On the failure or refusal of the Successful Bidder to execute a contract, their Bid Security shall be forfeited. If the second lowest responsive Bidder fails or refuses to execute the contract, the Owner may likewise award it to the next lowest responsive Bidder.
- 19.06 On the failure or refusal of the second or next lowest responsive Bidder to execute a contract, their Bid Security shall be likewise forfeited.
- 19.07 The Owner may determine it is in its best interests to cancel and rebid the public works project and retain any forfeited Bid Security.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SPECIAL LEGAL REQUIREMENTS

- 22.01 Bid Schedules:
- A. Bid Schedule(s) included in the Bid are titled as follows:
Schedule A: Snow Removal Equipment (SRE) Building

Schedule B: Paving of Approaches and Asphalt Patch

Schedule C: Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain

Schedule D: Windows

Schedule E: Water Extension, Spigot, Fire Hydrant

In addition to the above Schedule(s) for Project Work elements a "Contractor's Supplemental Equipment Rate Schedule" is provided which will establish the project hourly rates for equipment used to complete Force Account work on the project. This Supplemental Schedule is to be completed and provided as a part of the Bid.

- B. A "Responsive" Bidder shall submit the required bid security and all of the documents and information identified in Article 13: "Preparation of Bid" of these Instructions to Bidders to be submitted with the bid. Failure to supply all required documents shall result in the bid being deemed nonresponsive.
- C. It is the Owner's desire and intent to award all items of all Schedules for which adequate funding is available to the "Successful Bidder" or "Successful Bidders." The Bidder is forewarned that budget limitations, weather, schedule or other circumstances may prevent the award of the project or require the deletion of items or portions of the work scope of a given Schedule or an entire Schedule.
- D. For contracts with FAA AIP-eligible work and Non-AIP eligible work, the "Successful Bidder" for FAA AIP-eligible work shall be determined separately from the "Successful Bidder" for Non-AIP eligible work.
- E. The "Successful Bidder" for FAA AIP-eligible work for the purpose of subsequent negotiations, if necessary, will be the responsive Bidder who submits the low bid for the sum of FAA AIP-eligible work for the work to be awarded.
- F. The "Successful Bidder" for Non-AIP eligible work for the purpose of subsequent negotiations, if necessary, will be the responsive Bidder who submits the low bid for the sum of Non-AIP eligible work for the work to be awarded.
- G. If the low responsive Bidder for FAA AIP-eligible work to be awarded is also the low responsive Bidder for Non-AIP eligible work to be awarded, the Owner intends to make one contract award.
- H. The Bidder's attention is directed to Article 19: "Evaluation of Bids and Award of Contract" of these Instructions to Bidders for further discussion of evaluation of the Bid and to Article 21: "Signing of the Agreement".
- I. The Owner reserves the right to delete all or a portion of individual Schedule(s) for budget, weather, schedule or other circumstances and select those Schedules or portions thereof which the Owner, at his sole discretion determines to be to the benefit of the project.

22.02 Contract Provisions.

- A. The Contractor shall insert the contract provisions included in Specification Section 007001, Part 2 Federal Aviation Administration Contract Provisions in each subcontract and require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

22.03 Disadvantaged Business Enterprise (DBE) Policies and Procedures.

- A. The Owner has established a Disadvantaged Enterprise (DBE) Program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Owner has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Owner has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Owner to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients;
7. To assist in the development of firms that can compete successfully in the marketplace outside the DBE program;
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Owner in its financial assistance agreements with the Department of Transportation.

- B. The Owner requires documentation of certification, in accordance with the requirements and procedures of 49 CFR 26, of DBEs proposed for participation in the project at the time of bid submittal. Pre-certification is therefore a requirement of firms wishing to participate as DBEs in this FAA-assisted contract.
- C. Be advised that each DBE firm proposed by the Bidder for participation in the project must be certified in accordance with the requirements and procedures of 49 CFR 26 to be considered an eligible DBE firm for the work covered under this solicitation. Firms listed in the Idaho Transportation Department's "Disadvantaged Business Enterprise (DBE) Directory" are considered eligible DBE firms for the work covered under this solicitation.
1. A separate Letter of Intent (Additional Bid Forms, Exhibit V) must be provided for each DBE firm proposed for utilization on the project.
- D. Nothing in this determination is to be construed to prohibit or discourage the Contractor from increasing the number or amount of DBE subcontractors participating on the project.
- E. Be advised only 60% of the value of materials and supplies obtained from a regular DBE dealer or supplier, which are incorporated into the project, may be counted toward achieving the DBE contract goal. A Bidder may count 100% of expenditures for materials and supplies when they are obtained from a DBE manufacturer.
- F. Do not count work performed by DBE firms on ineligible (no FAA funding participation) contract items toward DBE participation on FAA eligible portions of the project. Project work items and/or schedules that are not eligible for AIP participation (FAA grant funding

participation) are not subject to DBE requirements and/or goals. Amounts expended for DBE subcontracts on project work items and/or schedules that are not eligible for AIP participation will not count toward DBE participation. DBE subcontract amounts will count toward DBE participation only if performed on project work items and/or schedules that are identified as eligible under the AIP grant.

- G. It is advisable to distribute the utilization of DBE subcontractors throughout all FAA eligible schedules in the event that a schedule or portion of a schedule is deleted from the contract after bid opening.

22.04 Buy-American Preferences.

Refer to Specification Section 007002, Part 2 Federal Aviation Administration Contract Provisions, D. Buy American Preference.

- A. The Certificate of Buy American Compliance (Additional Bid Forms, Exhibit VI) shall be completed and submitted with the bid. Bids that are not accompanied by a completed Certificate of Buy American Compliance shall be rejected as nonresponsive. Bidder must indicate on the Certificate of Buy American Compliance how they intend to meet the Buy American provisions by certifying one of the following:

- 1. Bidder certifies it will comply with 49 USC § 50101 by:
 - a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.
- 2. Or, Bidder certifies it cannot comply with the 100% Buy American Preferences but may qualify for a Type 3 or Type 4 waiver.

- B. The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA. The national waiver list may be located at:

http://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued.pdf

- C. Airfield electrical equipment items listed in the Addendum to FAA Advisory Circular 150/5345-53, Airport Lighting Certification Program, latest edition, addresses technical standards, not Buy American compliance. Airfield electrical equipment proposed for use must be included on the Nationwide Buy American Waivers Issued list, or the Bidder must request a waiver to Buy American preferences.
- D. Cement and concrete are excluded from the Buy American preference requirements.
- E. Asphalt and other petroleum products are excluded from Buy America preference requirements for AIP funded projects.
- F. All steel products must be 100% manufactured in the United States. All rebar and discrete, identifiable steel components must be manufactured in the United States.

- G. The North American Free Trade Act (NAFTA) agreement does not apply to AIP projects. Steel and manufactured goods that originate from Mexico or Canada are not exempt from Buy American preferences.
- H. If the apparent Successful Bidder requests a waiver to Buy American provisions, the Bidder shall prepare and submit a Buy American waiver request that includes a component cost calculation table. The Bidder/Offeror shall provide sufficient documentation to allow the Owner to request and receive an FAA waiver for the non-U.S. origin materials. The apparent Successful Bidder shall submit the Buy American waiver request to the Owner within 15 calendar days after Bid Opening.

The Owner shall review the Bidder's waiver request for completeness. If the Owner concurs with the Bidder's waiver request, the Owner will submit their recommendation for FAA approval of the Bidder's waiver request. The Owner shall not proceed with award of the contract until the FAA has approved of the Buy American Waiver request.
- I. The Bidder shall furnish any additional information as the Owner may request to verify the Buy American preferences certification or waiver information.

22.05 Bid Protests.

- A. Role of the Sponsor (Owner). The Owner has primary responsibility for resolving all protests. The Owner will forward a copy of each Bidder's protest to the FAA.
 - 1. The Owner will respond in detail to each substantive issue raised by the submitted protest;
 - 2. The Owner's determination is final;
 - 3. The Owner will allow for reconsideration of the protest if relevant and critical information is discovered after final determination has been made.
- B. Role of FAA. FAA's role is limited to a review of the protest for violations of Federal law or regulations and violations of the Owner's protest procedures if the Bidder subsequently appeals to the FAA. A protestor must exhaust all administrative remedies with the Owner before pursuing an appeal with the FAA.
- C. Protest of Defective Bid Solicitation. If a prospective Bidder objects to the specifications or bidding procedures and formally protests the procurement on the grounds that the bid solicitation is defective, it is the responsibility of the Bidder to notify the Owner in writing, to be received at least three business days before the date and time upon which bids are scheduled to be opened.
 - 1. The notification shall state the exact nature of the protest, describing the location of the protested portion or clause in the Bidding Documents and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Owner may deny the protest, modify the Bidding Documents, or reject all or part of the protest. Changes to the Bidding Documents will be made by Addenda. Verbal responses will not be binding on the Owner or the Bidder. The bid opening may be delayed, if necessary, until the protest is satisfied (including rejection) or to allow time for the Owner to issue Addenda, as appropriate.
 - 2. The Bidder shall submit written protests to:

Kootenai County
Board of County Commissioners (BOCC)
451 Government Way
PO Box 9000

Coeur d'Alene, Idaho 83816

3. If a protest of this nature is made after bid opening, the Owner may reject the protest without action.
 4. If a prospective Bidder is not satisfied with the way the Owner resolved the protest, the prospective Bidder has the option to appeal to the FAA.
- D. Protest of Contractor Selection or Contract Award. If a participating Bidder objects to the contract award based on improper evaluation of the bids, it is the responsibility of the Bidder to notify the Owner in writing within seven (7) calendar days of the date of transmittal of the notice of intent to award, setting forth in such response the express reason or reasons that the award decision is in error.
1. A protest of this nature may not be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered.
 2. Only participating Bidders that submitted a bid are allowed to protest the award.
 3. The Bidder shall submit written protests to:
Kootenai County
Board of County Commissioners (BOCC)
451 Government Way
PO Box 9000
Coeur d'Alene, Idaho 83816
 4. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting Bidder, the Owner shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor.
 5. After receipt of protest response, Bidder has three business days to submit an appeal of the decision to the Owner. The Bidder shall submit written notice of appeal to:
Kootenai County
Board of County Commissioners (BOCC)
451 Government Way
PO Box 9000
Coeur d'Alene, Idaho 83816
 6. After receiving written notice of appeal from a participating Bidder, the Owner will schedule a hearing before the *Coeur d'Alene Airport Authority*.
 7. After completion of the appeal, the Owner may proceed as it deems to be in the public interest.
- E. If a prospective Bidder is not satisfied with the way the Owner resolved the protest, the prospective Bidder has the option to appeal to the FAA.

END SECTION

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

II. BID PROPOSAL

004100	Bid Form (C-410)
004100	Bid Schedules
004196	Contractor's Supplemental Equipment Rate Schedule
004300	Bid Bond
004500	Additional Bid Forms
004505	Bidders List Information

BID FORM

PROJECT IDENTIFICATION

Coeur d'Alene Airport
Snow Removal Equipment Building

CONTRACT IDENTIFICATION

FAA/AIP No. 3-16-0010-0XX-2022

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to Owner: **Kootenai County
Board of County Commissioners
451 Government Way (3rd Floor)
PO Box 9000
Coeur d'Alene, Idaho 83816**
- 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 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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 Supplementary Conditions, 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 Supplementary Conditions, 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 Bidder currently possesses or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.
- L. All Subcontractors currently possess or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.

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 Base bid lump sum: BIDDER will complete all Work in accordance with the contract documents including, but not limited to, all labor, materials, equipment, components, services, bonds, prevailing wage rates, and sales taxes, cash allowances, etc. (excludes alternates) in the amount of (in words and numbers):

Title	Description	Lump Sum Price	
Bid Schedule A	Snow Removal Equipment (SRE) Building		\$ _____
Bid Schedule B	Paving of Approaches and Asphalt Patch		\$ _____
Bid Schedule C	Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain		\$ _____
Bid Schedule D	Windows		\$ _____
Bid Schedule E	Water Extension, Spigot, Fire Hydrant		\$ _____

Total Bid - All Schedules \$ _____

Bidder will complete the Work in accordance with the Contract Documents for the lump sum amounts.

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 Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 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 in the form of a cashier's check, or certified check, or a Bid bond;
- B. Bid Schedule(s);
- C. Supplemental Equipment Rate Schedule
- D. Identification of Subcontractors required to be identified in this Bid, "Designation of Subcontractors and Suppliers", Exhibit I;
- E. "Non-Collusion Affidavit", Exhibit II;
- F. "Joint Venture Statement", Exhibit III (if applicable);
- G. "Disadvantaged Business Enterprise Utilization", Exhibit IV;
- H. "Letter(s) of Intent", Exhibit V;
- I. "Certificate of Buy American Compliance for Manufactured Products ", Exhibit VI;
- J. "Certificate of Nonsegregated Facilities", Exhibit VII
- K. "Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions", Exhibit VIII;
- L. Bidder's Idaho Public Works Contractors License No. _____; or a written covenant to obtain such license prior to award and execution of contract.
- M. Bidder's List Information

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 Conditions, and the Supplementary Conditions.

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:

COEUR D'ALENE AIRPORT
SNOW REMOVAL EQUIPMENT BUILDING
AIP 3-16-0010-0XX-2022
BID SCHEDULE A - BASE BID

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
A-1	Snow Removal Equipment (SRE) Building @_____	L.S.	1	_____	_____
TOTAL BID SCHEDULE A					_____
BID SCHEDULES B THROUGH E - ADDITIVE BIDS					
B-1	Paving of Approaches and Asphalt Patch @_____	L.S.	1	_____	_____
C-1	Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain @_____	L.S.	1	_____	_____
D-1	Windows @_____	L.S.	1	_____	_____
E-1	Water Extension, Spigot, Fire Hydrant @_____	L.S.	1	_____	_____
TOTAL ADDITIVE BIDS					_____
TOTAL ALL BID SCHEDULES					=====

CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Equipment Operating Rates (with Operator) for Contractor Force Account Work:

	<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1.	Dozers	
2.	Backhoes	
3.	Tractors	
4.	Loaders	
5.	Scrapers: ___ c.y.	
	___ c.y.	
6.	Compactors	
7.	Trucks: 10 c.y.	
	20 c.y.	
	___ c.y.	
	water	
8.	Generator	
9.	Paver	
10.	Asphalt Milling Equipment	
11.	Pulverizer	
12.	Motor Grader	
13.	Rollers	
14.	Compressor	
15.	Other	

Form shall be filled in at the time of bid submittal or an itemized rate schedule of the Contractor's equipment may be attached in lieu of completion of the form. Hourly rates for equipment shall include OWNERSHIP, OPERATING COST AND OPERATOR.

BID BOND**BIDDER** *(Name and Address):*

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

OWNER *(Name and Address):*

BID

BID DUE DATE: _____

PROJECT *(Brief Description Including Location):*

BOND

BOND NUMBER: _____

DATE: *(Not later than Bid Due Date):* _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

(Seal)

Bidder's Name and Corporate Seal

By: _____

Signature and Title

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

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

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.
 2. Default of Bidder shall occur upon the failure of Bidder to deliver, within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract 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 and Contract 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 time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from 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 Bid Due Date.
 7. Any suite 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. Notice 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 as length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the 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.
-

**INDEX OF
ADDITIONAL BID FORMS**

Designation of Subcontractors and Suppliers, Exhibit I

Non-Collusion Affidavit, Exhibit II

Joint Venture Statement, Exhibit III

Disadvantaged Business Enterprise Utilization, Exhibit IV

Letter of Intent, Exhibit V

Certificate of Buy American Compliance for Manufactured Products, Exhibit VI

Certificate of Nonsegregated Facilities, Exhibit VII

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VIII

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor and supplier who will perform work or labor or render service or provide materials or equipment to the Contractor in or about the construction of the work; and (b) The portion of the work which will be done by each subcontractor or provided by each supplier.

Idaho Code Section 67-2310 requires subcontractors who will perform plumbing, HVAC work, or electrical work to be named on the bid of the general contractor. The Contractor shall not name more than one subcontractor for each work item. If the Contractor intends to perform plumbing, HVAC work, or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed.

The Contractor shall not, without written consent of the Engineer, make any substitution, alterations, or additions to the following list of subcontractors or suppliers which is made a material part of this BID.

The following is a complete list of the proposed Subcontractors and Suppliers: (Attach additional sheets if necessary.)

<u>Type of Work</u>	<u>Name and Address</u>	<u>Approximate Amount of Subcontract or Value of Materials</u>	<u>Idaho Public Works Contractor License No.</u>	<u>DBE: Yes/No</u>
Plumbing				
HVAC				
Electrical				

	_____ (Name of Firm)
_____ (Date)	_____ (Signature)
	_____ (Title)

NON-COLLUSION AFFIDAVIT

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

Bidder's Name

Address

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Firm Name)

(Date)

(Signature of Responsible Officer)

(SEAL OF CORPORATION)

(Title)

Subscribed and Sworn to before me, this _____ day of
, 20____. My Commission Expires

(Notary Public)

JOINT VENTURE STATEMENT

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

PROJECT:
STATE OF _____)
COUNTY OF _____) SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:

a. _____ () An Individual
() A Partnership
() A Corporation

b. _____ () An Individual
() A Partnership
() A Corporation

c. _____ () An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with _____
(Owner), that each of the representations herein set forth is true.

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum _____% DBE utilization on this project.

Contractor _____

State Registration No. _____

By _____
(Signature)

(Name and Title)

Address _____

Phone No. _____

LETTER OF INTENT

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Area Code: _____

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$_____.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

_____ Authorized Signature	_____ Name of DBE Firm	_____ Date
-------------------------------	---------------------------	---------------

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF NONSEGREGATED FACILITIES

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

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

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

CERTIFICATION:

The information above is true and complete to the best of my knowledge and belief.

Contractor/Subcontractor:

(Name of Firm)

(Date)

(Signature)

(Title)

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

PROJECT: SRE BUILDING
AIRPORT: COEUR D'ALENE AIRPORT
FAA/AIP PROJECT NO. 3-16-0010-0XX-2022

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

Certifications

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

Note

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

Term Definitions

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

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

Date

Signature

Company Name

Title

SUPPLEMENTAL BIDDING INFORMATION

Bidders List Information

(Submit with Bid Documents)

BIDDERS LIST INFORMATION

PROJECT NAME: SRE BUILDING
AIRPORT NAME: COEUR D'ALENE AIRPORT
AIP NUMBER: AIP NO. 3-16-0010-0XX-2022

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Please provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms.

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): ___ less than \$1 Million; ___ \$1to \$5 Million; ___ \$5 to \$10 Million; ___ \$10 to \$15 Million; ___ more than \$15 Million	
Work Items Represented in the Quote:	

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

III. CONTRACT FORMS

005100	Notice of Award
005200	C-520 Agreement Idaho
005500	Notice to Proceed
006100	Performance Bond
006150	Payment Bond
006200	Application for Payment
006250	Certification of Subcontractor Payment
006300	Certificate of Final Completion

NOTICE OF AWARD

Date of Issuance:

Owner: Kootenai County, Idaho

Owner's Contract No.: FAA/AIP No. 3-16-0010-0XX-2022

Engineer: T-O Engineers

Engineer's Project No.: 220312

Project: SRE Building

Contract Name: Coeur d'Alene Airport – SRE Building

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: \$ _____

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

5 sets of the Contract Documents and Drawings have been transmitted or made available to Bidder, or will be delivered separately.

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

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements the Contract Security (Payment and Performance Bonds) and Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
 - b. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on _____.
 - c. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

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.

Within ten days 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 Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

THIS AGREEMENT is by and between KOOTENAI COUNTY, IDAHO (“Owner”) and
 (“Contractor”).

<u>Phase</u>	<u>Substantial Completion</u>	<u>Final Completion</u>	<u>Liquidated Damages per Calendar Day</u>
1 (SRE)	360 Calendar Days	365 Calendar Days	\$200
1A *	5 Calendar Days	7 Calendar Days	\$200

- Concurrent with Phase 1 for work in the North Taxiway OFA.

The days indicated are the number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

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) Contractor shall pay Owner the amount(s) specified in Paragraph 4.02 for each phase for each day that expires after the time specified in Paragraph 4.02 for Final Completion of each phase until each phase of the Work is complete.

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 Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 26th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract and in accordance with Specification Section 007002 Federal Aviation Administration General Provisions, Section 90 - Measurement and Payment.

- a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 and Specification Section 007002 Federal Aviation Administration General Provisions.

6.04 *Payments to Subcontractors*

- A. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

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 Supplementary Conditions, 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 Supplementary Conditions, 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Project Manual (or Specification) as bearing the title: **Snow Removal Equipment Building**, dated _____, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated _____, thereof, copy of Table of Contents attached as Exhibit 1.
 - 7. Drawings (not attached but incorporated by reference) bearing the title: **Snow Removal Equipment Building**, dated _____, consisting of sheets numbered 1 through __, inclusive, as listed in Index of Drawings, copy of Index of Drawings attached as Exhibit 2.
 - 8. Addenda (Number ____).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid attached as Exhibit 3.
- 10. 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.
- 11. Contract Prevailing Wage Rates included in the Construction Documents, dated
_____.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

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 any thing 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.

10.06 *Other Provisions*

- A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
 1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.
- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
- E. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

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:

Kootenai County, Idaho

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:

NOTICE TO PROCEED

Dated: _____, 2022

TO: _____
(Contractor)

ADDRESS: _____

PROJECT: Coeur d'Alene Airport – FAA/AIP 3-16-0010-0XX-2022

CONTRACT NO. _____

CONTRACT FOR Snow Removal Equipment Building

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____, 2022. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the dates of Substantial Completion and Final Completion are _____.

Before you may start any Work at the site, paragraph 2.01 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must comply with the following:
(add other requirements)

Kootenai County, Idaho

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(NAME)

(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(NAME)

(TITLE)

(DATE)

Copy to ENGINEER

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

Kootenai County
451 Government Way
Coeur d'Alene, ID 83814

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

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.

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:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

Kootenai County
451 Government Way
Coeur d'Alene, ID 83814

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.

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 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:

CERTIFICATION OF SUBCONTRACTOR PAYMENT

To Kootenai County, Idaho (OWNER)

Contract For Coeur d'Alene Airport – SRE Building

OWNER's Contract No. FAA/AIP Project No. 3-16-0010-0XX-2022

For Work Accomplished Through The Date Of _____

This is to certify that: 1) payment has been made to the following subcontracting firms for the amount indicated for work performed or materials/supplies purchased; 2) payment to subcontractors for satisfactorily completed work was made no later than 30 days from receipt of payment from the Owner.

Subcontractor	Subcontract Amount	Work Items			Amount Paid to Subcontractor		Subcontractor Retainage	
		Bid Schedule	Item No.	Description	This Period	To Date	Amount Withheld	Amount Paid

Dated _____

Contractor

Name (Printed)

Title

Authorized Signature

Note: Use additional sheets as necessary.

CERTIFICATE OF FINAL COMPLETION

OWNER: Kootenai County, Idaho

OWNER'S CONTRACT NO: _____

OWNER'S PROJECT NO: FAA/AIP 3-16-0010-0XX-2022

ENGINEER'S PROJECT NO: 210073/220312

PROJECT: Snow Removal Equipment Building

LOCATION: Coeur d'Alene Airport, Hayden, Idaho

The Project to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AGENCIES and ENGINEER, and that Project is hereby declared to be final and complete in accordance with the Contract Documents. The CONTRACTOR's one year warranty of all completed work shall commence as dated below.

DATE OF FINAL PROJECT COMPLETION: _____

ACCEPTANCE BY:

OWNER: Kootenai County, Idaho

BY: _____ DATE: _____

CONTRACTOR: _____

BY: _____ DATE: _____

ENGINEER: T-O Engineers

BY: _____ DATE: _____

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

IV. GENERAL PROVISIONS

007001	Federal Aviation Administration Contract Provisions
007002	Federal Aviation Administration General Provisions
007301	Supplementary Conditions

SECTION 007001

**FEDERAL AVIATION ADMINISTRATION
CONTRACT PROVISIONS**

These contract provisions apply to all work performed on the contract. A breach of any of the stipulations contained in these contract provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the Owner and the FAA.

The Contractor (including all subContractors) shall insert these contract provisions in each lower tier contract and shall require inclusion of these contract provisions in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The Contractor shall be responsible for compliance with these contract provisions by any subContractor, lower-tier subContractor or service provider.

The Contractor (including all subContractors) shall incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

A. ACCESS TO RECORDS AND REPORTS
2 CFR § 200.333
2 CFR § 200.336
FAA Order 5100.38

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

**B. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
41 CFR § 60-4
Executive Order 11246**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	3.0%
Goals for female participation in each trade	6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subContractor; employer identification number of the subContractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is:

State of Idaho, Kootenai County, and the City of Hayden

**C. BREACH OF CONTRACT TERMS
2 CFR § 200 APPENDIX II(A)**

Any violation or breach of terms of this contract on the part of the Contractor or its subContractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**D. BUY AMERICAN PREFERENCE
49 USC § 50101**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate "Certificate of Buy America Compliance" included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.), the Certificate of Compliance Based on Total Facility, the "Certificate of Buy American Compliance for Total Facility" must be submitted.
- For projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects), the Certificate of Compliance Based on Equipment and Materials Used on the Project, the "Certificate of Buy American Compliance for Manufactured Products" must be submitted.

The "Certificate of Buy American Compliance" (Additional Bid Forms, Exhibit VI) shall be completed by the Bidder and submitted with the Bid. Bidder must indicate on the Certificate of Buy American Compliance how they intend to meet the Buy American provisions.

E. CIVIL RIGHTS - GENERAL
49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

F. CIVIL RIGHTS - TITLE VI ASSURANCES
49 USC § 47123
FAA Order 1400.11

Title VI Clauses for Compliance with Nondiscrimination Requirements

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. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subContractors, including procurements of materials and leases of equipment. The Contractor 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;
- 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, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) 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, which ensures non-discrimination 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. at 74087 to 74100);
- 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.).

**G. CLEAN AIR AND WATER POLLUTION CONTROL
2 CFR § 200 APPENDIX II(G)**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

H. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
2 CFR § 200 APPENDIX II(E)

1. Overtime Requirements.

No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. SubContractors.

The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subContractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this clause.

I. COPELAND "ANTI-KICKBACK" ACT
2 CFR § 200 APPENDIX II(D)
29 CFR Parts 3 and 5

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

J.

**DAVIS BACON REQUIREMENTS
2 CFR § 200 APPENDIX II(D)
29 CFR Part 5**

1. Minimum Wages.

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the

course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subContractors. Contractors and subContractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subContractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subContractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subContractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subContractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subContractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subContractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship

program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subContractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

K. DEBARMENT AND SUSPENSION
2 CFR Part 180 (Subpart C)
2 CFR Part 1200
DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**L. DISADVANTAGED BUSINESS ENTERPRISES
49 CFR Part 26**

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) - The prime Contractor agrees to pay each subContractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Contractor receives from Owner. The prime Contractor agrees further to return retainage payments to each subContractor within 30 days after the subContractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subContractors.

M.

**DISTRACTED DRIVING
Executive Order 13513
DOT Order 3902.10**

TEXTING WHEN DRIVING

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

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

N. ENERGY CONSERVATION REQUIREMENTS
2 CFR § 200, APPENDIX II(H)

Contractor and SubContractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

**O. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O)
2 CFR 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246**

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subContractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subContractor participating in an approved plan is individually required to comply with its obligations under the

EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subContractors toward a goal in an approved Plan does not excuse any covered Contractor's or subContractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subContractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally,) the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

P. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

Q. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
31 USC § 1352 Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(J)
29 USC § 201, et seq.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

R. PROHIBITION OF SEGREGATED FACILITIES
41 CFR § 60

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**S. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
20 CFR Part 1910**

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. The employer 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 (20 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.

T. PROCUREMENT OF RECOVERED MATERIALS
2 CFR § 200.322
40 CFR Part 247

Contractor and subContractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subContractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at
www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

U. TAX DELINQUENCY AND FELONY CONVICTIONS

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

The "Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions" (Additional Bid Forms, Exhibit VII) shall be completed by the Bidder and submitted with the Bid.

V.

**TERMINATION OF CONTRACT
2 CFR § 200 APPENDIX II(B)
FAA Advisory Circular 150/570-10, Section 80-09**

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with SubContractors and Suppliers; and
- d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due to default of the Contractor.

W. TRADE RESTRICTION CERTIFICATION
49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subContractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subContractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subContractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subContractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subContractor that it is not a firm from a

foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

X. VETERAN'S PREFERENCE
49 USC 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier Contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

MEASUREMENT AND PAYMENT.

There will be no separate measurement or payment for work required by Section 007001 Federal Aviation Administration Contract Provisions as the requirements are contract conditions and are incidental to the performance of the work.

END SECTION

SECTION 007002

**FEDERAL AVIATION ADMINISTRATION
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.
10-04	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.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

PARAGRAPH NUMBER	TERM	DEFINITION
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

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

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>
10-31	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.
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

PARAGRAPH NUMBER	TERM	DEFINITION
		mean airport Sponsor only. The Owner for this project is Kootenai County.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment Bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance Bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal Guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.

PARAGRAPH NUMBER	TERM	DEFINITION
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.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item

PARAGRAPH NUMBER	TERM	DEFINITION
		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.
10-64	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). This information is included in Division 00 – Procurement Documents and Contracting Requirements, Part I. Bidding Information.

20-02 QUALIFICATION OF BIDDERS. **Paragraph 20-02 has been deleted for this project.**

20-03 CONTENTS OF PROPOSAL FORMS. The Owner's proposal forms state 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 Owner will accept only those Proposals properly executed on physical 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.

A prebid conference will be held to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. Refer to the Notice Inviting Bidders for the time, date, and place of the meeting.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

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

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter 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. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such

examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

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

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

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, 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 under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

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

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 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 which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

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

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

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

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

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

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

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

- c. If the bidder is considered to be in "default" for any reason specified in the paragraph 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

20-15 DISCREPANCIES AND OMISSIONS. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than three business days prior to bid opening.

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

END OF SECTION 20

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SECTION 30 - AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit 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 in Section 20, paragraph 20-14, **DISQUALIFICATION OF BIDDERS**.

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

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

No award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 2 CFR § 200.324.

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

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01 titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the paragraph 30-05 titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds which have been fully executed by the bidder and the surety guaranteeing the performance of the work and the

payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

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

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

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

END OF SECTION 30

SECTION 40 - SCOPE OF WORK

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

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves 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).

Refer to AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport and AC 150/5370-2, Operational Safety on Airports During Construction for applicable standards.

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 either 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 provisions, general provisions, general conditions, 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 Supplementary Conditions (or Special Provisions) conflict with Contract Provisions, General Provisions, General Conditions or Technical Specifications, the Supplementary Conditions (or 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 Specification Section 007301 Supplementary Conditions.

50-05 COOPERATION OF CONTRACTOR. The Contractor will 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 so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

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

The Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join 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.

If necessary for the Contractor to reestablish Survey Control, such reestablishment of survey control shall be by a State Licensed Land Surveyor.

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 electronic format (AutoCAD or other compatible format) in addition to hard copy(s).

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.

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

See Specification Section 017123 Contractor Furnished Construction Surveying and Staking.

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 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 in electronic .pdf format. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests. The final report shall be submitted in electronic .pdf format.

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

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

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

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

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

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

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

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

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

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

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

It is understood and agreed that the Owner shall have the right to retest any material which 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.

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) is indicated as follows:

See the project plans and specifications for work, locations and contact information.

Other utility contractors may be working at the site or may require access through the site during the project. The Contractor shall be responsible to coordinate with the Airport Safety Officer to allow other contractors access to the site as necessary.

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 AID 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 3 thru 7 of the project plans. See Specification Sections 013513 Construction Safety and Phasing Plan and 013523 Airport Project Safety Procedures.

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.

Construction Phasing is depicted on the Construction Safety and Phasing Plan Sheets of the Project Drawings and described in Specification Section 013513 Construction Safety and Phasing Plan. See Specification Section 011100 Summary of Work.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the 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, the approved Construction Safety and Phasing Plan Sheets of the Project Drawings, Specification Section 011415 Airport Access Control, Specification Section 013523 Airport Project Safety Procedures, and Specification Section 007301 Supplementary Conditions).

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.

See the project plans for identification of utility and emergency contacts.

The Contractor is forewarned that this information may not be accurate or complete.

Other utility contractors may be working at the site or may require access through the site during

the project. The Contractor shall be responsible to coordinate with the Airport Safety Officer to allow other contractors access to the site as necessary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, EXTRA WORK, and Section 90, paragraph 90-05, PAYMENT FOR EXTRA WORK. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, DETERMINATION AND EXTENSION OF CONTRACT TIME.

70-21 INSURANCE REQUIREMENTS. See Specification Section 007301 Supplementary Conditions for insurance requirements.

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.

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 on the effective date indicated in the NTP. The Contractor shall notify the RPR at least 24 in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 EXECUTION AND PROGRESS.

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

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

The Contractor shall not commence any actual construction prior to the date on which the NTP

is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), or Gantt/bar chart, or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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

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

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

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

See the Construction Safety and Phasing Plan Sheets of the Project Drawings, and the Construction Safety and Phasing Plan

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (See Specification Section 013523 Airport Project Safety Procedures, and Specification Section 007301 Supplementary Conditions).

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, or working days, or completion date shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

80-07.1

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

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

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including

all extensions and adjustments as provided in paragraph 80-07, DETERMINATION AND EXTENSION OF CONTRACT TIME) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

See Specification Section 011100 Summary of Work, Construction Safety and Phasing Plan and Agreement for a discussion of phasing requirements, time limits and liquidated damages.

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 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 may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

MEASUREMENT AND PAYMENT TERMS

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

TERM	DESCRIPTION
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon 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 or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the 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. In the event inspection reveals the scales have been "overweighing"

TERM	DESCRIPTION
	<p>(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-weighting (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> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05, PAYMENT FOR EXTRA WORK.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

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

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

which may appear elsewhere in the contract, plans, or specifications.

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

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

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

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

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

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

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

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

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. 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. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four years after date of installation inclusive of all electronics.

Lighted signs shall be warranted by the manufacturer against defective materials and workmanship for a period of two years after the installation date. All defects in material or workmanship shall be corrected or the sign replaced at no cost to the Owner. The Contractor shall be responsible for all warranty work and to enforce all warranties for the benefit of the Owner.

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 30 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.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Quality Control and Acceptance Testing Summary Report.

END OF SECTION 90

MEASUREMENT AND PAYMENT

There will be no separate measurement or payment for work required by Section 007002 Federal Aviation Administration General Provisions. The requirements of this section are conditions of the contract and are considered incidental to the performance of the work or are described for payment in other specification sections.

END SECTION

SECTION 007301

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS--OWNER

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

Article 1

The terms used in the Supplementary Conditions, which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. Additional definitions of terms contained in Federal Aviation Administration General Provisions and Specifications are identified in Specification Section 007000 Federal Aviation Administration General Provisions and Contract Provisions, Part 1, Section 10.

Article 1, Paragraph 1.01

Delete definition 1.01.A.41. of the General Conditions in its entirety and insert the following in its place:

- 1.01.A.41. Successful Bidder - The Bidder submitting the lowest responsive Bid whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

Article 2, Paragraph 2.03

Delete paragraph 2.03.A of the General Conditions in its entirety and insert the following in its place:

- 2.03.A Preliminary Schedules: Within five days after the Effective Date of the Contract (or as specifically required in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 2.03.A.1 a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract; and
 - 2.03.A.2 a preliminary Schedule of Submittals.

Article 3, Paragraph 3.03

Add paragraph 3.03.C to read as follows:

- 3.03.C Coordination of Contract, Plans, and Specifications. The contract, plans, specifications, special provisions, contract provisions, general conditions, supplementary conditions, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though

occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; Supplementary Conditions shall govern over Technical Specifications, Federal Aviation Administration General Provisions (General Provisions), Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (General Conditions), plans, cited standards for materials or testing, and cited Federal Aviation Administration Advisory Circulars (Advisory Circulars); Technical Specifications shall govern over General Provisions, General Conditions, plans, cited standards for materials or testing, and cited Advisory Circulars; General Provisions shall govern over General Conditions, plans, cited standards for materials or testing, and cited Advisory Circulars; General Conditions shall govern over plans, cited standards for materials or testing, and cited Advisory Circulars; plans shall govern over cited standards for materials or testing and cited Advisory Circulars. If any paragraphs contained in the Supplementary Conditions conflict with General Provisions or Technical Specifications, the Supplementary Conditions shall govern. If there is a conflict in requirements between the general notes and details on the plans, the requirement of the detail on the plans shall prevail.

The Contractor shall take no advantage of any apparent error or omission in the plans or contract documents. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and contract documents.

Article 4, Paragraph 4.01

Delete paragraph 4.01.A of the General Conditions in its entirety and insert the following in its place:

4.01.A The Contract Times will commence to run on the effective date indicated in the Notice to Proceed.

Article 4, Paragraph 4.05

Delete paragraph 4.05.C.2 of the General Conditions in its entirety.

Delete paragraph 4.05.C.3 of the General Conditions in its entirety.

Article 5, Paragraph 5.03

5.03.A Subsurface and Physical Conditions

Supplement paragraph 5.03.A of the General Conditions as follows:

Contact the Engineer for availability of geotechnical information.

Article 5, Paragraph 5.05

5.05.A Underground Facilities

Supplement paragraph 5.05.A of the General Conditions as follows: No complete As-Built Drawings are available for the Contractor. Utility locates were not performed for the project design.

Article 6, Paragraph 6.03

The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

6.03.A Workers' Compensation, etc. under paragraph 6.03 of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's Liability: \$1,000,000

6.03.B and 6.03.C Commercial General Liability (under paragraphs 6.03.B and 6.03.C of the General Conditions):

(1) Bodily Injury and Property Damage:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate, Products and Completed Operations

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with Employment Exclusion Deleted

\$2,000,000 Annual Aggregate

6.03.C Additional Insurance Requirements:

6.03.C.1 Supplement paragraph 6.03.C.1 as follows:

Contractor shall provide completed operations and products coverage in the amount of \$1,000,000.

6.03.D Comprehensive Automobile Liability:

For Comprehensive Automobile Liability Insurance, covering the owned, hired, or non-owned vehicles used in the performance of the work, provide a combined single limit policy for bodily injury and property damage of at least \$2,000,000 each occurrence.

6.03.F Contractor's Pollution Liability Insurance:

Delete paragraph 6.03.F of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than one year after final completion. Contractor shall provide pollution liability insurance in the amount of at least \$500,000 each occurrence and annual aggregate.

6.03.G Supplement paragraph 6.03.G as follows:

Add Board of County Commissioners; Kootenai County, Idaho; Alliance; Michaud Cooley Erickson; and T-O Engineers as named insured under terms of policies for coverages under paragraphs 6.03.B and 6.03.C.

Additional subcontractors employed by the Engineer other than those named above shall also be included as named insured. Engineer shall notify Contractor prior to execution of Agreement of any additional unidentified subcontractors.

Article 6, Paragraph 6.05

Delete paragraph 6.05 of the General Conditions in its entirety and insert the following in its place:

6.05 Property Insurance

6.05.A Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

6.06.A.1 include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

6.05.A.2 be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

- 6.05.A.3 include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 6.05.A.4 cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 6.05.A.5 allow for partial utilization of the Work by Owner;
 - 6.05.A.6 include testing and startup; and
 - 6.05.A.7 be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- 6.05.B Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- 6.05.C All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 6.06.
- 6.05.D Contractor shall be responsible for any deductible or self-insured retention.
- 6.05.E If Owner requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 6.05, Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order. Prior to commencement of the Work at the Site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor.

Article 7, Paragraph 7.06

Delete paragraph 7.06.A of the General Conditions in its entirety and insert the following in its place:

- 7.06.A Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work.

Delete paragraph 7.06.D of the General Conditions in its entirety and insert the following in its place:

- 7.06.D Bidder shall submit to the Owner as part of his Bid the identity of Subcontractors, Suppliers, and other persons and organizations as required by Designation of Subcontractors and Suppliers (Additional Bid Forms, Exhibit I).

Delete paragraph 7.06.F of the General Conditions in its entirety and insert the following in its place:

- 7.06.F If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall not be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.

Article 7, Paragraph 7.07

Add new paragraph 7.07.D to Article 7 of the General Conditions, which is to read as follows:

- 7.07.D All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

Article 7, Paragraph 7.10

Add new paragraphs 7.10.A.1, 7.10.A.2, 7.10.A.3 and 7.10.A.4 immediately after paragraph 7.10.A of the General Conditions which are to read as follows:

- 7.10.A.1 Prospective Contractors are notified that the work under this Contract is funded in part by a grant from the Federal Aviation Administration (FAA) and as such is subject to the contract requirements identified in Specification Section 007000 Federal Aviation Administration General Provisions and Contract Provisions, Part 1, Sections 10 through 110. In case of conflict with the General Conditions of the Construction Contract or other Contract Documents the provisions of the FAA General Provisions shall govern.
- 7.10.A.2 Prospective Contractors are notified that the work under this Contract is funded in part by a grant from the Federal Aviation Administration and is subject to EXECUTIVE ORDER 11246 AND EQUAL EMPLOYMENT OPPORTUNITY (EEO) and FEDERAL LABOR PROVISIONS. The Contractor will be required to comply with all requirements identified in Specification Section 007000 Federal Aviation Administration General Provisions and Contract Provisions, Part 2 Contract Provisions.

Civil Rights and Labor

- 7.10.A.3 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the

Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- 7.10.A.4 The prime Contractor will ensure that the following clause is placed in every subcontract to which the prime Contractor is a party:

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

Article 7, Paragraph 7.11

Add new paragraphs 7.11.B and 7.11.C to Article 7 of the General Conditions, which are to read as follows:

- 7.11.B The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.
- 7.11.C The prime Contractor agrees to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Owner or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Article 7

Paragraphs 7.16, 7.17, and 7.19 make reference to the wording and language *"review and approval"*. This wording shall be replaced in all locations with the following wording *"review and comment"*.

Article 7, Paragraph 7.17

Add new paragraph 7.17.E to Article 7 of the General Conditions, which is to read as follows:

- 7.17.E The Contractor's standard warranty and guarantee period shall be one year and shall commence on the date of final project acceptance as indicated on the Certificate of Final Completion.

Article 9

Add new paragraphs 9.13, 9.13.A and 9.13.B to Article 9 of the General Conditions, which are to read as follows:

9.13 Conduct of Operations

- 9.13.A The Owner shall have the authority to designate, at the Owner's sole discretion, an individual knowledgeable in the standards and procedures for conduct of Airport Operations to act as the Owner's representative on matters relating to the actions of the Contractor, Engineer, Utility Companies, Airport Users and others, who may be directly or indirectly involved in or impacted by the performance of the Work, as such actions may impact the routine operation of the Airport. This individual shall be designated as the "Airport Safety Officer" and shall work under the supervision of the Airport Manager or other responsible person designated by the Owner.

The Airport Safety Officer's responsibilities shall in no way supersede, limit or remove the responsibility of the Contractor for conduct of operations as set forth in paragraphs 9.09, 7.12 and 7.13 of the General Conditions.

- 9.13.B The Owner may, subsequent to a request by the Contractor, Engineer, or others, elect to provide personnel to assist with control of aircraft movements which may occur in the vicinity of the Work, or potentially be impacted by the Work. Such assigned personnel shall perform work under the direction of the Airport Safety Officer.

Assignment of said personnel shall in no way supersede, limit or remove the responsibility of the Contractor for safe conduct of operations as set forth in paragraphs 9.09, 7.12 and 7.13 of the General Conditions.

Article 10, Paragraph 10.08

Add new paragraph 10.08.F to Article 10 of the General Conditions, which is to read as follows:

- 10.08.F Contractor, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.

Article 13, Paragraph 13.03.E

Delete paragraph 13.03.E of the General Conditions in its entirety.

Article 14, Paragraph 14.02.D

Add new paragraphs 14.02.D.6, 14.02.D.6.a and 14.02.D.6.b to Article 14 of the General Conditions, which are to read as follows:

14.02.D.6 Inspections, tests, or approvals required by the Contract Documents to be performed by Contractor and that require test certificates to be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

14.02.D.6.a Basic requirements of ASTM E 329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials as Used in Construction" ASTM D 3666, "Standard Specification for Minimum Requirements for Agency Testing and Inspecting Bituminous Paving Materials, as applicable.

14.02.D.6.b Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

Article 15, Paragraph 15.01

Delete paragraph 15.01.D.1 of the General Conditions in its entirety and insert the following in its place:

15.01.D.1 Sixty days after approval of the Application for Payment by Owner, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

Article 15, Paragraph 15.06

Delete paragraph 15.06.D of the General Conditions in its entirety and insert the following in its place:

15.06.D Sixty days after approval by Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

Article 15, Paragraph 15.09

Add new paragraphs 15.09, 15.09.A, 15.09.B and 15.09.C to Article 15 of the General Conditions, which are to read as follows:

15.09 Prompt Payment to Subcontractors

15.09.A The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of

payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

15.09.B For purposes of this section, 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.

15.09.C The Contractor shall submit with each pay request a certification of subcontractor payment signed by a company official. The Contractor shall certify that: (1) payment has been made to subcontractors for the subcontracted work items identified; (2) payment to subcontractors for satisfactorily completed work was made no later than 30 days from receipt of each payment the Contractor received from the Owner.

Article 16, Paragraph 16.04

Delete paragraph 16.04 of the General Conditions in its entirety and insert the following in its place:

16.04 Contractor May Stop Work or Terminate

16.04.A If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

16.04.B In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

Article 18, Miscellaneous

Add new paragraph 18.09 to Article 18 of the General Conditions, which is to read as follows:

18.09 Litigation Costs

Should litigation occur between the two parties relating to any provision of this Contract, all litigation costs, collection expenses, witness fees, court costs and attorney fees incurred by the prevailing party as allowed by the court shall be paid to the prevailing party by the non-prevailing party and on appeal or bankruptcy proceedings.

SPECIAL PROVISIONS FOR PROTECTION OF CABLES, NAVAIDS AND FACILITIES

The following paragraphs supplement the requirements found in Specification Section 007000 Federal Aviation Administration General Provisions and Contract Provisions, Part 1, Section 70 - Legal Regulations and Responsibility to Public.

1. The Contractor is informed that there may be FAA facilities installed on the airport. The facilities and associated cable shall be protected during construction. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions, or for any other reason determined by the Airport Manager or the local FAA sector representative. Any instructions to the Contractor to clear any given area, at any time, by the Engineer, the Airport Manager or the FAA Control tower (by radio or other means) shall be immediately executed. Construction work shall resume in the cleared area only when additional instructions are issued by the proper authorities.
2. These special provisions intend to make perfectly clear the need for protection of FAA facilities and cables by this Contractor at all times.
3. The Contractor shall notify the Engineer at least 48 hours before excavation begins so that cable routes can be marked in the field. The Contractor shall use whatever means necessary, including a cable locator, to locate the utilities before excavation. All identified cable crossings shall be hand excavated before mechanical equipment is used. Thereafter, through the entire time of this construction, cables shall be protected by the Contractor from any possible damage.
4. The Contractor shall immediately repair, by skilled workmen, any underground cables serving FAA or other airport facilities, which are damaged by his workmen. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or the Airport Manager must be obtained for repairs the Contractor proposes to any other airport facilities and cable damaged by the Contractor.
5. It is recognized that the airport Owner may incur costs for employee's salaries, engineering fees, and otherwise in connection with the damage caused by the Contractor; and subsequently that the airport Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of

the airport facilities. In addition to the obligation of the Contractor to immediately repair any identified cables or facilities damaged by the Contractor, any loss of income or cost incurred by the airport Owner shall be recovered from the Contractor, the surety, or from both. The amount of these deductions are not considered penalties.

6. If damage to or cutting of FAA cables results from this project, the cables shall be repaired or spliced in accordance with FAA Specification 1391a "Installation and Splicing of Underground Cables" and the repairs shall be approved by the FAA before burial.

END SECTION

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

007350 CONTRACT PREVAILING WAGE RATES

SECTION 007350

CONTRACT PREVAILING WAGE RATES

"General Decision Number: ID20220031 03/11/2022

Superseded General Decision Number: ID20210031

State: Idaho

Construction Type: Building

County: Kootenai County in Idaho.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/11/2022

BOIL0242-002 01/01/2021

	Rates	Fringes
BOILERMAKER (Industrial Work).....	\$ 39.46	30.59

BRID0003-001 06/01/2019		

	Rates	Fringes
BRICKLAYER.....	\$ 32.05	18.27

* CARP0001-047 06/01/2021		

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 33.41	17.84

ELEV0038-001 01/01/2020		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.55	34.765

ENGI0370-030 06/01/2016		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Rollers (all types).....	\$ 26.66	14.35

ZONE PAY:
Zone Centers: Spokane, Pasco, Lewiston
ZONE 1: 0-45 Miles: Free

ZONE 2: 45 Miles & Over: \$2.00

IRON0014-019 07/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.59	30.10

LABO0238-027 06/01/2019

	Rates	Fringes
LABORER (MASON TENDER (Cement/Concrete, Brick).....	\$ 28.21	13.00

* PAIN0005-009 07/01/2018

	Rates	Fringes
PAINTER (Includes Brush, Roller and Spray).....	\$ 22.94	11.51

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work over 30 feet

PAIN0054-005 07/01/2019

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH
PARALLEL), KOOTENAI, LATAH, LEWIS, NEX PERCE AND SHOSHONE
COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 28.04	14.40

PLAS0072-002 06/01/2021

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.44	19.56

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

PLUM0044-014 06/01/2019

	Rates	Fringes
PLUMBER/PIPEFITTER		
Zone 1.....	\$ 39.96	19.24

SHEE0055-002 06/01/2019

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 32.31	22.06

* SUID2010-024 08/08/2012

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, and Form Work.....	\$ 22.40	6.17
ELECTRICIAN.....	\$ 24.72	6.43
INDUSTRIAL: MILLWRIGHT.....	\$ 28.00	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.68	3.78
IRONWORKER, REINFORCING.....	\$ 24.74	16.01
LABORER: Common or General.....	\$ 14.94 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 21.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.36	0.00
OPERATOR: Bulldozer.....	\$ 24.52	7.87
OPERATOR: Forklift.....	\$ 18.27	1.10
OPERATOR: Loader (Front End)....	\$ 21.27	5.54
ROOFER.....	\$ 18.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 21.55	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 01 - GENERAL REQUIREMENTS

011000		Summary of Work
011415		Airport Access Control
013119		Project Meetings
013323		Submittals, Shop Drawings and Samples
013513		Construction Safety and Phasing Plan
013523		Airport Project Safety Procedures
014000		Applicable Standards
014516		Quality Control
014533		Structural Tests and Special Inspections
015000		Temporary Facilities and Controls
015515		Access and Haul Roads
015526		Traffic Control and Regulation
015600		Dust Control
015723	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
017113	C-105	Mobilization
017123		Contractor Furnished Construction Surveying and Staking
017200		Project Record Documents
017423		Clean-up
017600		Operation and Maintenance Data
017700		Cash Allowances

SECTION 011100

SUMMARY OF WORK

PART 1 - PROJECT DESCRIPTION

This project involves two bid schedules titled as follows:

- Schedule A: Snow Removal Equipment (SRE) Building**
Schedule B: Paving of Approaches and Asphalt Patch
Schedule C: Sewer Extension, Oil Water Separator, Concrete Floor, Floor Drain
Schedule D: Windows
Schedule E: Water Extension, Spigot, Fire Hydrant

The project is funded in part by a grant from the Federal Aviation Administration, Airport Improvement Program (FAA AIP). The Owner intends to award and complete all work described in the plans and contract documents; however, AIP or local funding limitations may require reduction in the scope of work or in specific work item.

It is the intent of the Owner to issue a Notice of Award within 120 days after opening bids with project award contingent on the Owner obtaining adequate FAA/AIP grant funding. It is the Owner's intent to issue a Notice to Proceed to the Contractor to commence construction in October 2022.

PART 2 - CONTRACT TIME

The Contract Time is the number of calendar days stated in the Agreement allowed for completion of the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, and holidays. 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.

The airport will remain operational during the project. The project will be completed in phases to facilitate construction. Execution of project work in phases is represented on the Construction Safety and Phasing Plan of the Project Drawings.

2.1 CONSTRUCTION PHASING REQUIREMENTS.

Project phases, with a brief description of the major components required for completion, phase time limits and liquidated damages are summarized below.

SUMMARY OF PROJECT PHASES

<u>Phase</u>	<u>Description</u>	<u>Completion Limit</u>	<u>Liquidated Damages per Calendar Day</u>
1	SRE Building Construction outside North Taxiway TOFA	365 Calendar Days	\$200
*1A	Construction inside North Taxiway TOFA	7 Calendar Days	\$200

*Concurrent with Phase 1.

A. Phase 1 Snow Removal Equipment Building Construction Outside North Taxiway TOFA. Phase 1 consists of work outside of the North Taxiway Object Free Area (TOFA). No areas will be closed for the duration of Phase 1. No work will be allowed within the Taxiway Object Free Area (TOFA) of the North Taxiway. Contractor access, staging areas and haul routes are shown on the Construction Safety and Phasing Plan Sheets of the Project Drawings.

Construction of the temporary access road shall not begin until the Contractor Participates in the Preconstruction Conference and confirms his intent to begin construction 48 hours in advance.

Phase 1 work includes, but is not limited to the following, if selected under bid schedules:

- Staging area preparation
- Unclassified excavation
- Utility modifications
- Site grading
- Subgrade
- Stormwater improvements
- Demolition of bituminous pavement
- Placement of base course
- Paving
- Snow Removal Equipment Building Construction
- All other items not specifically denoted as part of a subphase.

Phase 1 work shall be complete in 365 calendar days. In the event Phase 1 is not complete within 365 calendar days, the Contractor shall be assessed liquidated damages of \$200 per each day of delay to the completion of the work. Five days before scheduled completion of Phase 1, a substantial completion inspection shall be conducted. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 1 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

B. Phase 1A Construction inside North Taxiway TOFA. Phase 1A shall be completed concurrently with Phase 1. Phase 1A consists of work within the North Taxiway TOFA.

Phase 1A work includes, but is not limited to the following, if selected under bid schedules:

- Placement of barricades
- Unclassified excavation
- Demolition
- Stormwater improvements
- Base course placement

- Paving
- Shoulder restoration

Phase 1A work shall be completed in 7 calendar days. In the event Phase 1A is not complete within 7 calendar days, the Contractor shall be assessed liquidated damages of \$200 per each day of delay to the completion of the work. One day prior to scheduled completion, a substantial completion inspection shall be conducted. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such "punch list" items must be completed within the time limit specified for Phase 1A or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

The North Taxiway will be closed in its entirety during Phase 1A. Improvements include new pavement within the Object Free Area (TOFA). The North Taxiway shall be open during all other portions of the project.

PART 3 - WORK HOURS

The Contractor shall base the project construction schedule on a five-day workweek of ten hours per day. From the effective date of the Notice to Proceed, the Contractor and his subcontractors shall work diligently and continuously to the completion of the work without any unjustified delays or non-working periods except for legal holidays, Saturdays, Sundays or as may be directed or approved by the Owner. The Contractor will be expected to make up lost time by working extended hours during the five-day week or on Saturdays or Sundays in lieu of requesting additional time to complete the work. The Owner and Engineer must authorize additional scheduled work hours in advance. Priorities of work extensions are as follows:

- a. Extended hours during the five-day workweek.
- b. Saturday work.
- c. Sunday work.

If the Contractor's request for extended work hours is granted, the Contractor shall not engage in work that involves loud or unusual noise after 7:00 p.m. Examples of loud and unusual noise include, but are not limited to pile driving, jackhammers, and vibratory rollers. The Contractor shall describe to the Engineer the tasks he intends to perform between the hours of 7:00 p.m. to 9:00 p.m. and must receive prior approval. Working at night between the hours of 9:00 p.m. and 7:00 a.m. shall not be allowed.

PART 4 - PROJECT SCHEDULE

The successful Bidder shall provide a draft construction schedule within five days after the effective date of the Contract. The schedule shall identify the Contractor's plan for accomplishing the work according to the Contract Time and requirements of Specification Section 013513, Construction Safety and Phasing Plan. The construction schedule shall include a list of manpower and equipment to be utilized and be based on the committed resources identified in Additional Bid Forms, Exhibit I Designation of Subcontractors and Suppliers. Construction activities shall meet the requirements shown on the Construction

Layout Plan and Construction Safety and Phasing Plan of the Project Drawings. During the active portion of the project, a schedule update covering two-week periods will be required on a weekly basis. See Specification Section 013216, Project Construction Progress Schedule.

PART 5 - PROJECT MEETINGS

Twice per month project meetings will be required for the purpose of reviewing operational safety, construction progress, project schedule, work item quantities, impact of aircraft operation activity, material submittals and delivery schedules, and other activities relative to project progress and performance. See Specification Section 013119, Project Meetings.

PART 6 - PROJECT SPECIFIC SAFETY CRITERIA, OPERATIONS PLAN, AND AIRPORT SAFETY OFFICER DESIGNATION

The Owner shall have the authority to designate an individual as the "Airport Safety Officer." The Airport Safety Officer will be identified to the Contractor at the Pre-Construction conference. The Airport Safety Officer will be in charge of issuing NOTAM's for this project and will make periodic inspections to observe the Contractor is following the recommended safety procedures. Further details can be found in Specification Sections 013513, Construction Safety and Phasing Plan and 013523, Airport Project Safety Procedures.

The contractor shall limit all operations to the work areas shown in the plans. No access to other areas of the airport will be permitted without approval from the Airport Safety Officer.

The Contractor's supervisor at the project site shall be equipped with a two-way air band radio to monitor the airport ground control frequency. Vehicular traffic located in or crossing an active movement area must have a working two-way air band radio in contact with the air traffic control tower or be escorted by a person with a radio in contact with the tower.

PART 7 - CONTRACTOR STAGING AREA

The Contractor's staging and storage areas are shown on the plans. The specific location will be discussed at the Pre-Construction conference. The Contractor may use the staging area after the Notice to Proceed has been issued. The Contractor shall accept deliveries at the staging area.

The Contractor shall use accepted industry standard Best Management Practices for noxious weed control in staging, storage, travel and work areas.

PART 8 - UTILITIES

The locations of existing utilities as shown on the plans are approximate only. No guarantee is made or implied that all existing underground utilities are identified on the plans. The Contractor is responsible to verify the type, size and location of all existing utilities prior to starting work. The Contractor shall report any discrepancies from the information shown on the plans to the Engineer prior to continuing work.

It shall be the sole responsibility of the Contractor to coordinate, notify and schedule his work activities with the appropriate utility contractors. Any delays and impacts related to the general

contractor not meeting his own schedule relative to utility contractor(s) installation of their facilities will not be an acceptable reason for a time extension to the contract by the Owner.

It shall be understood by the Contractor, Owner and Utility company(s) that the utility contractor(s) will be accorded specific windows or durations to install their facilities in the prosecution of the work. The Contractor shall identify each specific utility installation window by segment or location in the development of his construction schedule.

PART 9 - OTHER CONTRACTORS

Working within the project limits, the Contractor and subcontractors shall cooperate and coordinate their work with the following agencies and other contractors who will be working at the site. Refer to Specification Section 007002 Federal Aviation Administration General Provisions and Contract Provisions, Article 50-05, Cooperation Between Contractors.

END SECTION

SECTION 011415

AIRPORT ACCESS CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included:** This specification generally describes and provides information relevant to controlling access to the Airport.

PART 2 - PRODUCTS

No products specified.

PART 3 - EXECUTION

3.1 CONSTRUCTION ACCESS.

The designated construction access to the project site is shown on the plans. The Contractor shall use only the access gate identified for each phase of construction. The Contractor shall contact the Airport Manager to obtain gate keys or gate access codes if required. All badges and keys must be returned immediately after project completion or when airport access is no longer required or authorized. Unreturned or lost keys will be subject to a replacement fee.

Contractor personnel, equipment and supplies shall be confined to the general work area at all times. Contractor vehicles and personnel shall be restricted to the work site and are prohibited from other areas of the airfield without prior permission. Contractor employee vehicles shall be restricted to the Contractor's employees parking area.

3.2 ACCESS CONTROL.

The Contractor shall control access to the work site at all times. The Contractor shall be responsible to limit access to the work site to construction traffic and other authorized personnel only. Designated access points are required to have the gates closed and locked at all times unless manned by a gate attendant. The Contractor shall provide a gate attendant at all open or unlocked gates at all times.

All Contractor traffic authorized to enter the site shall be experienced in the route or guided by Contractor personnel. The Contractor shall be responsible for traffic control to and from the construction areas on the site and for the operation and security of the designated access gate. The Contractor shall station a traffic control flagman to monitor and coordinate Contractor traffic if shown on the plans.

Contractor personnel, equipment and supplies shall be confined to the general work area at all times. Contractor vehicles and personnel shall be restricted to the work site and are prohibited from other areas of the airfield without prior permission. Personal vehicles shall be restricted to the staging area and are not allowed to enter the AOA at any time.

The Contractor shall not allow unauthorized vehicles or persons to enter the Airport Operations Area (AOA). The Contractor shall be held responsible to uphold the security stipulations at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time.

3.3 TRAINING.

The Contractor's superintendent will be required to complete escort/movement area, drivers, air traffic observation, and radio communication training, prior to beginning construction, provided by the Airport.

3.4 AIRPORT SECURITY BADGE.

The Contractor's superintendent shall obtain an Airport Security Badge. At any time work is performed inside the AOA, the Contractor's on-site supervisor, or person in responsible charge, must have an Airport Security Badge. Additional contractor personnel, including subcontractors shall also obtain badges as necessary for completion of work. Badged personnel may supervise and escort unbadged employees as long as the personnel being escorted remain within visual and audio range of the badged supervisor at all times.

The cost of badges is the responsibility of the Contractor. Contact the Coeur d'Alene Airport Badging Office, 208-446-1860, to obtain a security badge application, a list of required documentation and to schedule an appointment for badge processing. The applicable fee per badge must be submitted with each application. A threat assessment investigation will be conducted for each applicant. Allow two weeks after submitting the application for badge processing. All applicants must attend a security briefing before a badge can be issued.

PART 4 - MEASUREMENT AND PAYMENT

4.1 ACCESS CONTROL.

There will be no measurement for payment for traffic control personnel, flaggers, or gate attendants, traffic control devices, including signs, barricades and miscellaneous requirements to control construction traffic. The cost is incidental to other items.

There will be no measurement for payment for Contractor's, Contractor's employees, or subcontractor's airport security badges. The cost is incidental to project work.

END SECTION

SECTION 013119
PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work included:** Included in this specification are the project requirements and associated responsibilities for sponsoring, assisting and participating in project meetings related to the project construction and coordination.
- B. Related information and requirements:**
 - 1. Summary of Work, Specification Section 011100.
 - 2. Submittals, Shop Drawings and Samples, Specification Section 013323.

1.2 QUALITY ASSURANCE.

Project participants designated by the Contractor to attend project or construction meetings shall have all required authority to commit the Contractor to solutions agreed upon at the meetings.

1.3 SUBMITTALS.

- A. Agenda Items:** To the maximum extent practicable, advise the Engineer at least 24 hours in advance of the project or construction meetings regarding all items to be added to the meeting agenda.
- B. Meeting Minutes:** The Engineer shall compile minutes of each project or construction meeting. The Contractor shall review the minutes for content and correctness, if the Contractor finds discrepancies or errors in the meeting minutes it should be addressed with the Engineer immediately.
- C. Construction Schedule.** Specification Section 013216, Project Construction Progress Schedule requires the Contractor to submit the draft construction schedule in digital form to the Engineer within five days after the effective date of the Agreement.
- D. Submittal Schedule.** Specification Section 013323, Submittals, Shop Drawings and Samples requires the Contractor to submit in digital form the submittal schedule listing each required submittal and the times for submitting, reviewing and processing such submittal within ten days after the effective date of the Agreement.

PART 2 - PRODUCTS

No products are required in this section

PART 3 - EXECUTION

3.1 PROJECT MEETINGS.

- A. Pre-Construction Conference.** A mandatory Pre-Construction Conference shall be held prior to the start of project construction. This conference is the appropriate and logical place for the participants (Owner, Engineer, Contractor, Subcontractors, Suppliers, Utility Companies, End Users and all other involved parties) to discuss and resolve the following issues related the execution of the construction contract. Mandatory attendance shall be required of the Contractor, Subcontractors and major Suppliers performing work related to the construction contract.

The Pre-Construction Conference agenda topics for discussion or resolution shall be, but not limited to: progress payments, form of payment request, submittals requirements, insurance and bonding requirements, surveying and staking, quality control, labor requirements and reporting, correspondence and management reporting, contract administration procedures, construction schedules and updating, project safety requirements, regulatory and permitting requirements, coordination, temporary facilities and controls, storage and staging areas, security, change order requirements, record drawings, final payment and project close-out procedures.

The Notice to Proceed typically will be issued at the Pre-Construction Conference when all contractual requirements are satisfied by the Contractor. The primary purpose for this conference is to establish acceptable ground rules related to the contract requirements. This will insure that the Contractor understands the complete project requirements and coordinates the work to produce a completed project within the allotted time constraints specified in the contract.

Minimum Agenda Items (Distribution and Discussion):

1. Organization arrangement of Contractor's forces and personnel, subcontractors, material suppliers and Engineer.
2. Channels and procedures for project communications.
3. Construction Schedules.
4. Contract documents; including distribution of required copies of original documents and revisions.
5. Processing of shop drawing and submittals to the Engineer for review.
6. Processing of field decisions and change orders.
7. Rules and regulations governing performance of the work.
8. Procedures for safety, emergencies, security, quality control, housekeeping and other related matters.
9. Progress payment procedures.

- B. Twice-Monthly Construction Meetings.** Twice-Monthly "On-Site" construction meetings will be required for the purpose of discussing and reviewing project status on changes, progress, short-term scheduling, impacts to the construction process, submittals, outstanding correspondence and resolving critical issues or problems at the construction site. The Contractor, Subcontractors and Suppliers involved in the active prosecution of the work shall be in attendance at all of the Twice-Monthly Construction Meetings.

Minimum Agenda Items:

1. Review, revise as necessary and approve minutes of previous meeting.
2. Review progress of work since last meeting, including status of submittals for approval.
3. Identify problems that impede planned progress, both short and long term.
4. Develop corrective measures and procedures to regain planned schedule or avoid possible delays.
5. Review work anticipated to occur in the forthcoming weeks.
6. Review operational safety compliance and upcoming modifications as appropriate.
7. Coordinate utility relocations.
8. Complete other current business.
9. Once a month the Contractor and Engineer shall reconcile pay quantities, progress and construction activity status. This will be the basis of preparation of the Contractor's application for monthly progress payment and construction schedule update.

- C. Special Meetings.** Special meetings may be held at the request of the Owner, Engineer, Contractor, subcontractors or suppliers as required to discuss special construction topics. Special meetings may be necessary prior to the construction and/or installation of sensitive functions of a system or features. The purpose of these meetings is to coordinate the interface between all of the necessary project participants related to the installation.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement and payment will be made for the work required under this Section. All work shall be considered incidental to all other bid items.

END SECTION

SECTION 013323

SUBMITTALS, SHOP DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included:** Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.

To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Engineer.

Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

- B. Related information:** Individual requirements for submittals and substitutions may be described in the Sections of these Contract Documents pertaining to the item.

1. General Conditions of the Construction Contract, Articles 2.03, 2.04, 2.05, 2.06, 4.04, 7.04, 7.05, 7.16, 7.17, and 7.19.

1.2 QUALITY ASSURANCE.

- A. Coordination of submittals:** Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

- B. Certificates of compliance:** Certify that all materials used in the work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.

Show on each certification the name and location of the work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test or tests.

1.3 SUBMITTALS.

- A. Submittal Schedule:** Within ten days after the effective date of the Agreement, the Contractor shall submit the submittal schedule described in Article 2.1 of this Section to the Engineer. The submittal schedule shall list each required submittal and the times for submitting, reviewing and processing such submittal to complete all work within the Contract Time.
- B. Certificates of Compliance:** Prior to installation of the materials, and as a condition of acceptance, submit to the Engineer all Certificates of Compliance required.
- C. Substitutions:** Make all submittals of Shop Drawings, Samples, Requests for Substitution, and other items, in strict accordance with this Section. When the Contractor elects to use a material exceeding specifications for his convenience or availability, he does so at his own expense unless approved by the Engineer.
- D. Test Summary Submittal:** The Contractor's testing lab will prepare a list of all required submittals and minimum testing frequency of all materials. These shall be identified by Section and Item numbers. This Test Summary shall be approved by the Engineer prior to starting construction.

1.4 GUARANTEE.

The Contractor shall bear ultimate responsibility for providing a complete working system and shall guarantee that all installed system components are compatible and will provide for the intended operation of the component and the system of which it is a part.

PART 2 - PRODUCTS

2.1 SUBMITTAL SCHEDULE.

- A. General:** Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work and the times for submitting, reviewing and processing such submittal.

Include a list of each type of item for which Contractor's drawings, Shop Drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon review and comment by the Engineer this schedule will become part of the Contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.
- B. Coordination:** Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in Paragraph 3.2 below.
- C. Engineer's Review:** The Engineer and the Contractor shall meet to review and discuss the submittal schedule within five days after it has been submitted to the Engineer.

- D. Revisions:** Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Engineer for review and comment.

2.2 SHOP DRAWINGS AND COORDINATION DRAWINGS.

- A. Shop drawings:** Scale and measurements: Make all Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work. Submit electronic copies of all Shop Drawings to the Engineer.

2.3 PRODUCT DATA.

- A. Product Data.** Submit electronic copies of product data. Mark each to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

2.4 SAMPLES.

- A. Accuracy of samples:** Samples shall be of the precise article proposed to be furnished.
- B. Number of samples required:** Unless otherwise specified, submit 2 samples, one of which will be retained by the Engineer.
- C. Reuse of samples:** In situations specifically so approved by the Engineer, the Engineer's retained sample may be used in the construction as one of the installed items.

2.5 COLORS AND PATTERNS.

Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Engineer for review and selection.

2.6 SUBSTITUTIONS.

- A. Approval required:** The Contract is based on the standards of quality established in the Contract Documents.

All products proposed for use, including those specified by required attributes and performance, shall require approval by the Engineer before being incorporated into the work.

- B. Additional information:** See General Conditions 7.04, 7.05.

2.7 AVAILABILITY OF SPECIFIED ITEMS.

- A. Verification:** The Contractor shall be responsible for verifying to his satisfaction that all specified items will be available in time for installation during orderly and timely progress of the work.
- B. Notification:** In the event specified items will not be available, the Contractor shall notify the Engineer prior to receipt of bids.
- C. Delays:** The costs of delays resulting from non-availability of specified items, when such delays could have been avoided by the Contractor, will be the Contractor's liability and shall not be borne by the Owner.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS.

- A. General:** Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information (item and section number) required for identification and checking of submittals. Do not submit multiple submittals under a single transmittal - each submittal needs to be addressed on its own merit for acceptance or rejection.
- B. Internal Identification:** On each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.
- C. Resubmittal:** Resubmittals shall include a new letter of transmittal with item and section numbers as defined Section 3.1, Paragraph A of this Section.
- D. Submittal Log:** Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. The minimal required information on the submittal log shall be the date it was transmitted, Contractor's transmittal number, description, subcontractor reference, specification reference, Engineer's review status and date returned to the Contractor. The Contractor shall submit his submittal with his progress payment application on a monthly basis. The updated submittal log will be precedent to all progress payments unless otherwise directed by the Engineer.

3.2 COORDINATION OF SUBMITTALS.

- A. General:** Prior to submittal for review and comment, use all means necessary to fully coordinate all material including, but not necessarily limited to:
 - 1. Determine and verify all interface conditions, catalog numbers, and similar data.
 - 2. Coordinate with other trades as required.
 - 3. Clearly indicate all deviations from requirements of the Contract Documents.

- B. Grouping of Submittals:** Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned. Full compliance with Section 3.1 is a requirement of this section by the Contractor.

3.3 TIMING OF SUBMITTALS.

- A. General:** Make all submittals far enough in advance of schedule dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. Engineer's Review Time:** In scheduling, allow at least 10 calendar days for review by the Engineer following his receipt of the submittal.
- C. Delays:** Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

3.4 ENGINEER'S REVIEW.

- A. General:** Review by the Engineer shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.
- B. Authority to Proceed:** The notations "No Exception Taken", "Make Corrections Noted", and "Other", authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Engineer's review comments.
- C. Revisions:** Make all revisions required by the Engineer. If the Contractor considers any required revision to be a change, he shall so notify the Engineer as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed by the Engineer.
- D. Revisions after Review and Comment:** When a submittal has been reviewed by the Engineer, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for the work required under this Section.

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SECTION 013513

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

PART 1 - GENERAL

1. COORDINATION

A. Predesign Conference

This meeting was held prior to beginning the project to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations, and civil rights requirements. Airport management, the FAA, and the consultant will continue coordination on the project as it moves forward.

B. Pre-bid Conference

This meeting will be held prior to the bid opening for this project to help clarify and explain construction methods, procedures, and safety measures required by the contract. It will be open to all interested parties.

C. Preconstruction Conference

This meeting will be conducted by the Sponsor and the Consultant to discuss operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. It will be held prior to the beginning of construction. All associated parties related to the construction of this project will be required to attend.

D. Bi-Monthly Contractor Progress Meeting

Bi-Monthly progress meetings will be held throughout the duration of the project to discuss construction, safety, and schedule related topics and issues. Operational Safety will be a standing agenda item for each meeting.

E. Scope or Schedule Changes

Any changes to the project Scope or Schedule shall be coordinated with the Consultant and Sponsor immediately. These changes may require revisions to the CSPP and review and approval by the Sponsor and FAA.

F. FAA ATO Coordination

Coordination with the local FAA ATO will be conducted throughout design and construction regarding closures or other effects the project may have on FAA owned facilities and Navigation Aids (NAVAIDs).

2. PHASING

A. Project Scope

Project will complete the construction of a new Snow Removal Equipment (SRE) building off the north taxiway, to the north of the ARFF building. The project will include all sitework to construct the new SRE building including: erosion control, excavation, embankment, subbase course, base course, asphalt paving, stormwater modifications and improvements, utility work, landscaping, fencing, topsoil and seeding.

B. Phasing Elements

Phase 1

Phase 1 consists of work outside of the North Taxiway Object Free Area (TOFA) to construct the new the SRE building and vehicle access roads. Work includes but not limited to staging area preparation, unclassified excavation, utility modifications, site grading, subgrade, stormwater improvements, demolition of bituminous pavement, clearing and grubbing, placement of base course, paving and all other items not specifically denoted as part of a subphase.

Phase 1 is scheduled to be completed in 365 calendar days. All areas shall remain open to aircraft operations.

Contractor access, staging areas and haul routes are shown on the Construction Safety and Phasing Plan (CSPP) sheets attached as Appendix I. All construction areas will be delineated and marked appropriately as detailed in Section 17, Hazard Marking and Lighting. Aircraft Operations Areas (AOA) barricades will be in place and operational, as shown in Appendix I, at all times during construction.

All construction equipment will be required to have hazard marking and/or lighting in place while on airport property. All lead times for required notifications have been noted on CSPP sheets in Appendix I.

Phase 1A

Phase 1A shall be completed concurrent with Phase 1. Phase 1A consists of work inside of the North Taxiway TOFA. Work consists of the placement of barricades, unclassified excavation, demolition, stormwater improvements, base course placement, paving and shoulder restoration.

Phase 1A is limited to 7 non-consecutive calendar days during Phase 1. The following areas will be closed during Phase 1A: North Taxiway.

All other areas of the airport will remain open for aircraft operations. Contractor access, staging areas, haul routes are shown on the CSPP sheets attached as Appendix I. All construction areas will be delineated and marked appropriately as detailed in Section 17, Hazard Marking and Lighting. AOA barricades will be in place and operational, as shown in Appendix I, at all times during construction. Airfield guidance signs referencing closed portions of the airport will be covered during this phase.

ARFF access routes will be impacted during Phase 1A. The ARFF alternate access routes are depicted on the CSPP plan sheets in Appendix I. All construction equipment will be required to have hazard marking and/or lighting in place while on airport property. All lead times for required notifications have been noted on CSPP sheets in Appendix I.

C. Construction Safety Drawings

Construction Safety and Phasing Plan sheets for this project are included in Appendix I.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

A. Identification of Affected Areas

North Taxiway

The North Taxiway will be closed in its entirety during Phase 1A. Improvements include new pavement within the Object Free Area (TOFA). The North Taxiway shall be open during all other portions of the project.

Support Vehicle Access

Airport operations vehicle access will not be impacted by construction.

B. Mitigation of Effects

This project has been divided into one phase for the purpose of mitigating effects of the project on aircraft operations at the airport. Both runways will remain open for the duration of the project. All taxiways, taxilanes, and aprons shall remain open during the project except the North Taxiway during Phase 1A. Phasing was developed in an effort to maintain aircraft access to the North Taxiway.

4. PROTECTION OF NAVAIDS

This project does not include work in close proximity to any NAVAIDS. All NAVAIDS have been clearly marked on construction plans along with corresponding critical areas. Plans and specifications clearly note restrictions associated with construction activities inside NAVAID critical areas. No stockpiling of material or equipment parking/staging will take place inside NAVAID critical areas. If necessary, during construction airport operations will issue NOTAMs for NAVAID interference with construction equipment. All underground utilities for NAVAIDS shall be protected at all times as noted in Section 12. See Notification of Construction Activities, Section 10 for details regarding issuance of NOTAMs. Reference Section 15 for details regarding temporary visual aids.

5. AWOS

The AWOS will not be affected as a part of this project.

6. CONTRACTOR ACCESS

The CSPP sheets in Appendix I clearly mark all contractor access points and staging areas for the project.

A. Security

One project superintendent or foreman on site and working on the project is required to be security badged. The contractor will be required to maintain airport security in and around the project area for the duration of the project. All gates shall remain closed and locked to prevent access by animals and unauthorized personnel. Any gates left open to facilitate construction activities such as haul operations will require the contractor to provide a full-time gate guard to be stationed at each gate left open.

B. Escort/Movement Area and Radio Training

The Contractor's superintendent will be required to complete escort/movement area, air traffic observation and radio communication training, prior to beginning construction, provided by the Airport. Additional training may be conducted at the Contractor's expense.

C. Driver's Training

The Contractor's superintendent will be required to complete driver's training, prior to beginning construction, provided by the Airport. Additional training may be conducted at the Contractor's expense.

D. Location of Stockpiled Materials

Location for temporarily stockpiled materials has been sited outside of the RSA, ROFA, Taxiway Safety Area (TSA), TOFA and NAVAID critical areas. Stockpile materials shall not reach heights that penetrate the OFZ or other airspace surfaces. No stockpiles shall reach heights greater than 30 feet. No stockpiles will be allowed to be placed outside of the

staging/storage areas shown on the CSPP sheets in Appendix I. As noted in Section 7, all construction practices, including stockpiles, shall be regulated so as not to become a wildlife attractant. Contractor shall maintain stockpiled materials as to prevent stockpiled material from becoming Foreign Object Debris (FOD) as noted in Section 8.

E. Vehicle and Pedestrian Operations

Construction vehicle and equipment parking will only be permitted within the designated contractor staging areas. The extents of the staging area will be clearly marked and identifiable by the Contractor. See Appendix I for contractor staging areas, airport access and haul routes during specific phases of project.

Access to and from the project will be via the designated access and haul routes shown on the plans. Haul routes have been developed and located to limit construction equipment inside open AOAs. All vehicles and equipment located on airport property will be required to maintain a flag or flashing light on the vehicle at all times in accordance with AC 150/5210-5. The flag shall be a minimum of 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. The flashing light shall be mounted to the uppermost part of the vehicle structure.

The project phasing limits will be clearly delineated to eliminate contractor entry into an open AOA. If during the course of the project access is required outside of the project limits, an escort by Airport Operations will be required. No work will be permitted outside of the designated limits for the current phase without prior approval from the Airport Safety Officer. Prior to beginning construction, contractor superintendent will be required to attend training, provided by airport staff, in vehicle operations on an airport, air traffic observation and monitoring of the Common Traffic Advisory Frequency (CTAF).

F. Radio Communications

The Contractor shall supply their superintendent with an air band two-way radio for monitoring aircraft operations and communication with airport operations personnel during construction. These individuals shall monitor COE Unicom frequency 122.8 at all times. Radio communication between contractor and airport operations is a vital link in ensuring airport safety during construction.

7. WILDLIFE MANAGEMENT

A. Trash

Contractor shall keep the project area, including the staging area, clean of food scraps and trash at all times. If contractor or construction personnel locate trash or debris outside of the project limits, contractor shall notify airport operations immediately.

B. Standing Water

No standing water will be permitted within the project limits at any time during the duration of the project.

C. Tall Grass and Seed

Grass in the work area shall be maintained and kept to a height so that it does not act as a wildlife attractant. All seeding during the project shall comply with FAA Advisory Circular (AC) 150/5370-10H, Standards for Specifying Construction of Airports, Item T-901, Seeding.

D. Poorly Maintained Fencing and Gates

Any fencing and access gates damaged by the contractor during the project will be replaced immediately to maintain airport security and to limit wildlife access to airport. As noted in

Section 6, it is the contractor's responsibility to maintain airport security in and around the project area throughout the duration of the project.

E. Disruption of Existing Wildlife Habitats

No wildlife habitat exists inside project limits. Project limits are confined to developed areas of airport only. Contractor shall not affect or disrupt any wildlife habitat on airport property during construction of the project. If wildlife is observed on airport property, the Contractor will notify the airport safety officer immediately.

8. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Contractor shall not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing or covers as necessary may be required to contain material that can be carried by wind into areas where aircraft operate. The Contractor shall maintain a broom, water truck and other necessary equipment on site for cleaning areas adjacent to open AOAs at all times. All areas will be washed, swept, and cleaned prior to reopening for aircraft operations. Open AOAs that are subject to construction traffic shall be cleaned as necessary to maintain a clean surface for aircraft traffic at all times.

9. HAZARDOUS MATERIALS MANAGEMENT

The contractor will be responsible to expeditiously contain and clean up any spills or leaks. The Contractor shall follow Best Management Practices regarding equipment fueling, containment, inspection and storage of hazardous materials. Any leaks or spills that take place on airport property will require Contractor to notify airport operations immediately. Transport and handling of hazardous materials on the airport shall comply with FAA AC 150/5320-15A, Management of Airport Industrial Waste.

10. NOTIFICATION OF CONSTRUCTION ACTIVITIES

The following information details procedures for the immediate notification of Airport Personnel and FAA, as applicable, of any conditions that may impact the operational safety of the airport or operations.

List of Responsible Representatives:

- Airport Director – Steven Kjergaard (208) 446-1860
- Project Manager – Corrie Esvelt-Sieghard, P.E. (208) 762-3644
- FAA/ATO – Julia Stoudt (509) 954-6387

The Airport will be responsible for the issuance, maintenance, and cancellation of NOTAMS for airport conditions resulting from construction activities. The NOTAMS will detail information regarding areas closed to aircraft, affected NAVAIDs and limited use of areas as well as conditions adjacent to movement areas. In case of emergency, dialing 911 will be the first response. Once emergency services have been contacted, Contractor shall contact airport operations personnel. Emergency services will be coordinated with the Airport Safety Officer. As noted in Section 6, the contractor's safety officer shall always have a radio on for communicating with airport operations. Additional emergency contacts for local agencies are:

- Emergency Services 911
- Kootenai County Sheriff's Department (208) 446-1300
- City of Hayden Police Department (208) 772-2161
- Northern Lakes Fire Protection (208) 772-5711

- Kootenai Health (208) 625-4000
- Poison Control (800) 222-1222

FAA form 7460-1 will be submitted to the FAA for this project based on necessary lead times prior to beginning construction. Any damage or impacts to airport NAVAIDS or utilities equipping NAVAIDS shall be immediately reported to airport operations personnel who will then contact appropriate personnel with FAA or necessary agencies.

11. INSPECTION REQUIREMENTS

A. Daily Inspections

As a Part 139 certificated airport, airport operations personnel will be making daily inspections of the entire airport. Daily inspections by the Resident Project Representative (RPR) and the Contractor will be required to verify construction activities are not impacting open AOA's or airport safety. Project areas found to be deficient in any way will require immediate attention and/or repair by the Contractor. Airport operations personnel and RPR shall have the right to halt construction immediately due to airport safety issues.

B. Final Inspections

Any areas of the project completed by the Contractor shall be thoroughly inspected by the RPR and the Airport Safety Officer prior to re-opening for aircraft use. Prior to the completion of the project, substantial and final completion inspections will be performed by the Contractor, the Airport and the Engineer. This will involve project walkthroughs to check conformity with plans and specifications as well as with this CSPP. Any non-conforming areas will be remediated prior to issuance of the certificate of final completion.

12. UNDERGROUND UTILITIES

Prior to performing any construction-related activities, the contractor will be responsible for contacting the utility notification center to schedule utility locates within the construction limits. In addition, coordination with the FAA ATO/Technical Operations will be performed to locate and identify any NAVAID impacts and utilities existing within the project limits as well. If at any point during construction a utility disruption occurs, Contractor shall immediately contact airport operations as noted in Section 10.

Contact information for utility locates is listed below:

- Utilities Underground Location Center: 811
- FAA ATO/Technical Operations SSC: (509) 742-2601

13. PENALTIES

Any noncompliance with airport rules, regulations, and operational safety plans will involve immediate removal of involved parties from the project at the discretion of the Airport Safety Officer.

14. SPECIAL CONDITIONS

Contractor shall always be in compliance with airport safety and security regulations as noted in Section 6. In case of emergency, contact information for pertinent parties has been provided in Section 10.

15. RUNWAY AND TAXIWAY VISUAL AIDS

A. General

Visual aids for open AOAs will remain in place and operational at all times unless otherwise noted on plans. During each phase all lights and signs within the phase limits will be disabled from the circuit or covered. See CSPP sheets in Appendix I for phasing limits. All standing visual aids are required to be tethered and mounted on frangible couplings. Existing pavement markings located inside the project area will be removed and replaced during construction. Under 14 CFR Part 139.309, any markers, lights or signs installed during construction shall be mounted on a frangible base.

B. Markings

All pavement markings shall be in compliance with FAA AC 150/5340-1M, Standards for Airport Markings. All pavement markings shall be clearly visible and in place for all open AOAs. All markings removed during construction shall have temporary markings applied at 50% the standard application rate. A minimum of 30 days following application of temporary markings; an application of permanent markings at 100% the standard application rate shall be installed. All markings, except black borders, shall be installed with glass beads.

C. Lighting and Visual NAVAIDS

All lighting for project shall conform with FAA AC 150/5340-30J, Design and Installation Details for Airport Visual Aids. Any lighting equipment installed during the project shall be certified under the Airport Lighting Equipment Certification Program as noted in FAA AC 150/5345-53D.

During closures, AOA barricades shall be placed in locations shown and edge lights within the closure shall be disabled. All taxiway lights located on open portions of taxiways shall remain operational. Contractor shall provide temporary power measures as necessary to maintain use of lighting not affected by construction. If taxiway lights cannot be disabled, lights must be covered in a manner as to prevent light leakage without damaging the light fixture. See Section 17, Hazard Marking and Lighting, for additional details.

D. Signs

All signs shall comply with FAA AC 150/5345-44K, Specifications for Runway and Taxiway Signs, FAA AC 150/5340-18G, Standards for Airport Sign Systems and FAA AC 150/5345-53D, Airport Lighting Equipment Certification Program. All airport signs shall remain in place and operational at all times for open AOAs. All airfield signs directing traffic to closed portions of the airport will be covered to prevent misdirection of pilots to closed areas of airport. Signs shall be covered in a manner to not be affected by jet wash or climatic effects such as wind, rain, etc. Covers shall be affixed to signs in a manner that does not damage the sign.

16. MARKING AND SIGNS FOR ACCESS ROUTES

ARFF access routes shall be kept clear of all Contractor equipment and personnel. A gap shall be left in the barricades large enough for ARFF vehicles and equipment to pass through the barricades without striking or damaging the barricades.

Contractor access routes must be clearly marked by the contractor to prevent inadvertent entry to open AOAs. Construction access signs will be placed by the contractor adjacent to access points, as necessary, directing construction traffic to staging areas and delivery points.

Pavement markings and signs located on airport property for access routes shall conform to FAA AC 150/5340-1M and FAA AC 150/5340-18G as applicable. Contractor shall also provide and maintain signs in accordance with MUTCD in all locations where construction traffic enters public roadways. No hand-written signs will be permitted during the project.

17. HAZARD MARKING AND LIGHTING

A. Purpose

The purpose of the hazard marking and lighting is to clearly mark areas of the airport that are closed and/or hazardous to aircraft operations. The Contractor shall file with the airport with contact information for two individuals responsible for maintaining hazardous markings and lighting during the project. These individuals shall be on-call 24 hours a day during the project for emergency repairs to hazard marking and lighting.

B. Hazard Marking and Lighting

AOA closure barricades will be placed at all locations that may provide aircraft access to closed or otherwise hazardous areas of the airport. Barricades will be equipped with two red lights meeting State Highway Department requirements and shall have orange and white diagonal reflective markings. Barricades will be installed as shown in Appendix I with a maximum spacing of 4 feet between barricades, except for ARFF access, maximum spacing of 10 feet between lights, and a maximum total height of 18 inches. Barricades shall be provided by the Airport and maintained by the Contractor. The barricades and lights shall remain operational at all times during use.

C. Equipment

All Contractor equipment shall be clearly marked at all times. See Contractor Access, Section 6, for equipment marking requirements. Equipment shall be sturdy enough to remain in place when subject to jet blast.

D. Work Zone Lighting for Nighttime Construction

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10H, Standard Specifications for Construction of Airports, for minimum illumination levels for nighttime paving projects. All equipment, except haul trucks, shall be equipped with artificial illumination to safely illuminate the area immediately surrounding their work areas. The lights shall be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers shall be positioned and adjusted to aim away from active runways to prevent blinding effects. Shielding may be necessary. Light towers shall be removed from the construction site when the area is reopened to aircraft operations.

18. PROTECTION

A. Runway Safety Area (RSA)

No work inside the RSA is anticipated for the project. No construction equipment or personnel shall enter an RSA while the runway is open to aircraft operations. Where work is required within the existing RSA the runway shall be closed or threshold relocated so that all construction activities and equipment are located outside the RSA. See Section 6 regarding contractor access and movement in and around the project site.

B. Runway Object Free Area (ROFA)

No work inside the ROFA is anticipated for the project. Construction is permitted inside the OFA while the runway is open to aircraft operations. However, no equipment will be parked or stored for any length of time in this area when not in use. No stockpiles or staging of materials will be permitted inside the OFA. No project work is anticipated inside the OFA. See Section 6 regarding contractor access and movement in and around the project site.

C. Taxiway Safety Area (TSA)

No construction equipment or personnel shall enter the TSA while the taxiway is open for aircraft operations except under escort by Airport Operations. Open trenches or excavations are not permitted within the TSA while the taxiway is open. If backfilling of excavation is impractical before taxiway is reopened; prominently mark excavations and cover the excavation to allow safe passage of ARFF equipment and heaviest aircraft operating on the taxiway and an appropriate NOTAM will be issued. The TSA shall be kept in a FOD free condition during a 15-minute PPR. Hazardous Marking and Lighting will be provided and maintained by contractor as discussed in Hazard Marking and Lighting, Section 17. Prior to the reopening of taxiways, the TSA will be cleared and graded to TSA standards. Appropriate NOTAMs will be issued by the Airport Safety Officer as noted in Section 10.

D. Taxiway Object Free Area (TOFA)

No equipment or personnel shall enter the TOFA while the taxiway is open for aircraft operations unless escorted by airport operations. Construction inside the TOFA will require that portion of the taxiway to be closed or a NOTAM issued for a 15-minute PRP. Appropriate NOTAMs will be issued by the Safety Officer as noted in Section 10. Hazardous Marking and Lighting will be provided and maintained by contractor as discussed in Hazard Marking and Lighting, Section 17. Prior to the reopening of taxiways, the TOFA will be cleared and graded to standards.

E. Obstacle Free Zone (OFZ)

No work inside the OFZ is anticipated for the project. No construction equipment or personnel shall penetrate the OFZ of an active runway. As noted in Section 19, no tall equipment will be allowed during the project. See Section 6 regarding limitations of stockpiled materials.

F. Runway Approach/Departure Areas and Clearways

No personnel, material, or equipment shall penetrate any approach siting surface or runway clearways while the runway is open for aircraft operations.

19. OTHER LIMITATIONS ON CONSTRUCTION

The use of tall equipment (cranes, concrete pumps, etc.) is prohibited without advanced approval and a 7460-1 determination letter. Open flame welding or torches, electrical blasting caps, and flare pots shall be strictly prohibited during construction of this project.

20. ARFF COORDINATION

This project will not impact ARFF access routes to the airfield. Construction activities will not deactivate utilities critical to ARFF operations. ARFF vehicles always have the right of way.

PART 2 - MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for the work required under this Section.

SECTION 013523

AIRPORT PROJECT SAFETY PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included:** Work included under this section establishes guidelines and standards which the Contractor is to follow when conducting project work to assure that a desirable level of operational safety is maintained during construction and related activities.
- B. Related Information and Requirements:** Additional information pertaining to airport operation during construction is contained in the following locations or documents:
1. Operational Safety on Airports During Construction, FAA/AC 150/5370-2G.
 2. Federal Aviation Administration General Provisions, Specification Section 007002.
 - a. Section 40-05 - Maintenance of Traffic.
 - b. Section 70 - Legal Relations and Responsibility to Public.
 - c. Section 80-04 - Limitation of Operations.
 3. General Conditions of the Construction Contract, Paragraphs 7.12, 7.13, 7.14, and 7.15.
 4. Supplementary Conditions, Article 9.
 5. Painting, Marking, and Lighting of Vehicles Used on an Airport, FAA/AC 150/5210-5D.
 6. Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure, FAA/AC 150/5345-55A.
 7. Standards for Airport Markings, FAA/AC 150/5340-1M.
 8. Construction Safety and Phasing Plan, Specification Section 013513.
 9. Summary of Work, Specification Section 011100.

1.2 COMPLIANCE.

- A. Airport Safety Officer:** The Owner will designate an individual with knowledge of aviation and airport operations to serve as the Owner's representative in matters involving Safety and Airport Operations. This individual will be present at the Pre-Construction Conference. See Supplementary Conditions, Article 9, paragraph 9.13.

- B. Coordination:** The Contractor shall coordinate construction activities with the Airport Safety Officer, the Engineer and other parties as appropriate prior to commencing construction and as needed throughout the course of the work.

Operational Safety and the construction schedule are to be addressed at the Pre-Construction Conference.

- C. Notice to Airmen (NOTAMS):** The airport Owner shall issue the necessary NOTAMS to reflect hazardous conditions. It is important that NOTAMS be reviewed periodically and revised to reflect the current conditions.

If construction operations require the shutting down of a navigational aid from service for more than 24 hours or in excess of 4 hours daily on consecutive days, a 45-day minimum notice is desirable prior to the facility shutdown. Notification of construction, rough pavement, weather-caused effects, bird hazards and other conditions affecting the use of the airport is usually made by NOTAM issued by Flight Service Stations. FAA Air Traffic facilities and Airports district/field offices will assist in the notification process.

- D. Inspection:** Frequent inspections may be made by the Owner or designated Airport Safety Officer during all phases of the work to ensure that the Contractor is following the recommended safety procedures.

- E. Special Circumstances:** Special or unique considerations of the Owner or of the project which may be identified in the Specifications or in the drawings shall be considered and incorporated into the Contractor's Safety Plan Compliance Document and construction schedule.

1.3 SUBMITTALS.

- A. Safety Plan Compliance Document:** Prior to commencing work, the Contractor shall submit for review and approval a Safety Plan Compliance Document (SPCD) coordinated with the construction schedule that details how the Contractor will comply with Specification Section 013513, Construction Safety and Phasing Plan (CSPP). The plan shall include, but not be limited to:

1. Confirmation that the Contractor has read the CSPP.
2. Detail the Contractor's plans to comply with the CSPP.
3. Maintenance of air operations and direction of aircraft on air operations surfaces during each construction sequence and estimated duration of impact to the area.
4. The designation of the Contractor's Safety Officer responsible for liaison with Owner's Airport Safety Officer and the Engineer and execution of safety, consistent with the terms of this specification.
5. Marking of vehicles/equipment and communications (radios-UNICOMS).
6. Training of personnel and safety meeting schedule.

7. Location, type and quantity of barricades, cones, signs, etc. to be on-hand prior to issuance of NOTAMS and start of work.
 8. Safety precautions or measures required to control Contractor's forces and traffic.
- B. Safety Plan Compliance Document Submittal:** A draft of the SPCD shall be provided to the Engineer along with the construction schedule a minimum of five calendar days prior to the Pre-Construction Conference.
- C.** The Contractor shall have a copy of the SPCD and CSPP onsite at all times during the project for reference by the Owner, Engineer, subcontractors and the Contractor's employees.
- D.** Contractor shall appoint one representative and minimum of one alternate to be on call 24 hours a day throughout the project for emergency repairs to hazard markings, barricades and equipment. Contact information shall be filed with the airport prior to commencing construction.

1.4 CONSIDERATIONS FOR OPERATIONAL SAFETY.

- A. Safety Considerations:** The following is a partial list of safety considerations which experience indicates will need attention during airport safety planning and construction.
1. Minimum disruption of standard operating procedures for aeronautical activity.
 2. Clear routes from firefighting and rescue stations to active Airport Operations Areas (AOAs) and safety areas.
 3. Chain of notification and authority to change safety-oriented aspects of the construction plan.
 4. Initiation, currency and cancellation of Notice to Airmen (NOTAMS).
 5. Suspension or restriction of aircraft activity on AOAs.
 6. Threshold displacement and appropriate temporary lighting and marking.
 7. Installation and maintenance of temporary lighting and marking for closed or diverted aircraft routes on AOAs.
 8. Revised vehicular control procedures or additional equipment and manpower.
 9. Marking/lighting of construction equipment.
 10. Storage of construction equipment and materials when not in use.
 11. Designation of responsible representatives of all involved parties and their availability.

12. Location of construction personnel parking and transportation to and from the work site.
13. Marking/lighting of construction areas.
14. Location of construction offices.
15. Location of Contractor's plants.
16. Debris cleanup responsibilities and schedule.
17. Identification of construction personnel and equipment.
18. Location of haul and access roads.
19. Noise pollution.
20. Dust control.
21. Location of utilities.
22. Provision for temporary utilities and/or immediate repairs in the event of disruption.
23. Location of power and control lines for electronic-visual navigational aids.
24. Marking and lighting of closed airfield pavement areas.
25. Shutdown and/or protection of airport electronic-visual navigational aids.
26. Notify crash/fire/rescue personnel when working on water lines.
27. Provide traffic directors/wing walkers, etc., as needed to assure clearance in construction areas.

1.5 HAZARDS AND CONDITIONS.

A. Identified Hazards: The Contractor is cautioned that analysis of past accidents and incidents have identified numerous contributing hazards and conditions, some of which are as follows:

1. Excavation adjacent to runways, taxiways, and aprons.
2. Mounds or stockpiles of earth, construction material, temporary structures and other obstacles in proximity to AOAS and approach zones.
3. Runway surfacing projects resulting in excessive lips greater than 1 inch for runways and 3 inches for edges between old and new surfaces at runway edges and ends.
4. Heavy equipment, stationary or mobile, operating or idle near AOAs or in safety areas.
5. Improper or malfunctioning lights or unlighted airport hazards.

6. Holes, obstacles, loose pavement, trash and other debris on or near AOA's.
7. Failure to maintain fencing during construction to deter human and animal intrusions into the airport operation areas.
8. Open trenches alongside pavement.
9. Attractions for birds such as trash, grass seeding or ponded water on or near airports.
10. Inadequate or improper methods of marking temporarily closed AOA's, including improper and unsecured barricades.
11. Obliterated markings on active operational areas.

PART 2 - PRODUCTS

Products and materials required for implementation of the CSPP are also identified or referenced in other portions of this section and in the Drawings.

2.1 AIRPORT OPERATIONS AREA (AOA) BARRICADES.

AOA barricades placed or left in the safety area of an open runway, taxiway or taxilane shall be a maximum of 18 inches high. These materials shall be of low mass and easily collapsible if impacted by an aircraft or component thereof. These materials shall be weighted down to reduce the chance of movement by prop wash, jet blast, wing vortex or other wind currents.

AOA barricades shall be constructed of orange high-density polyethylene 10 inches high, 96 inches long and 10 inches wide. Barricades shall be designed to be filled with water ballast. Alternating white and orange reflective material shall be placed diagonally on each side, along the length of the barricade. Each barricade shall be equipped with two solar-powered flashing red lights installed on integral mounting brackets. Solar-powered flashing red lights shall be attached to construction fence as shown on the plans. The number of AOA barricades required is determined by the maximum barricade spacing of 4 feet. See CSPP plan sheets of the project drawings.

The Owner shall supply AOA barricades and solar-powered flashing red lights for the Contractors use during construction. The Contractor shall place and maintain barricades for the duration of the project. The Contractor is also responsible for batteries, bulbs, lights and maintenance of barricades and lights as required throughout the project. Contractor shall remove and store all barricades in a location identified by the Airport upon completion of the project.

2.2 TAXIWAY OBJECT FREE AREA (TOFA) MARKERS.

The Contractor shall supply lath and flagging to be installed at intervals of fifty feet to mark the limits of the Taxiway Object Free Area.

2.3 OTHER PRODUCTS AND MATERIALS.

Products and materials as required for implementation of the safety plan are identified or referenced in other portions of this section or in the Drawings.

PART 3 - EXECUTION

3.1 VEHICLES ON AIRPORTS.

- A. **General:** Vehicular activity on airport movement areas shall be kept to a minimum. Where vehicular traffic on airport operation areas cannot be avoided, it shall be carefully controlled. A basic guiding principle is: **The aircraft always has the right-of-way.** If Contractor's vehicular traffic activity on airport movement surfaces causes a deposit of loose soil or aggregate material on those surfaces, Contractor will be required to sweep or clean such deposit to the satisfaction of the Engineer. Several important aspects of vehicle control and identification are discussed in the following sections.
- B. **Vehicle Operation Training:** Vehicle and pedestrian access routes for airport construction projects shall be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Aircraft Operating Area (AOA). The Contractor's onsite superintendent is required to obtain training from the Airport Safety Officer to ensure compliance with the airport's vehicle rules and regulations. Contractor is responsible for providing training to personnel and subcontractors.
- C. **Radio Communication Training:** All vehicles in the movement area must have a working aviation-band, two-way radio. Vehicles are allowed in closed areas without a radio if the closed area is properly marked and lighted to prevent incursions and a NOTAM regarding the closure is issued.

When operating vehicles on or near active runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact with airport operations and the Air Traffic Control Tower (ATCT).

Vehicular traffic crossing active movement areas must be controlled by two-way radio with the ATCT. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position when given clearance to cross a runway.

The Contractor's onsite superintendent is required to obtain radio communication training from the Airport Safety Officer. Contractor is responsible for providing training to personnel and subcontractors.

- D. **Visibility:** Vehicles that operate on airport shall be marked/flagged for high daytime visibility and lighted for nighttime operations. Vehicles which are not marked and lighted shall be escorted by one that is equipped with temporary marking and lighting devices. (See AC 150/5210-5D.)
- E. **Identification:** Specific vehicles shall be visually identifiable from a distance. The company name must appear in letters a minimum of two inches high on both sides of the vehicle. Vehicles needing intermittent identification may be marked

with tape or with magnetically attached markers which are commercially available.

- F. Warning Devices:** Construction vehicles/equipment shall have automatic signaling devices to sound an alarm when moving in reverse.
- G. Movement:** The control of vehicular activity in the AOA is of the highest importance. The Contractor is responsible for developing procedures, procuring equipment and providing employee training regarding vehicle operations to ensure aircraft safety during construction. This requires coordination with airport users and air traffic control. Consideration shall be given to the use of two-way radio, signal lights, traffic signs, flagmen, escorts, or other means suitable for the particular airport. At non-tower airports, two-way radio control between Contractor vehicles and fixed-base operators or other airport users shall avoid frequencies used by aircraft. It should be remembered that even with the most sophisticated procedures and equipment, systematic training of vehicle operators is necessary to achieve safety. Special consideration shall be given to training intermittent operators, such as construction workers, even if escort service is being provided. The Contractor shall access the construction site area from designated locations shown on the plans or as directed at the Pre-Construction Conference.
- H. Vehicle Marking:** Vehicles other than those that routinely traverse any portion of the AOA under air traffic control (ATC) shall be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag shall be at least a 3 foot square having a checkered pattern of International Orange and White squares at least 1 foot on each side. In lieu of a flag, such vehicles may either be escorted by a vehicle properly equipped to operate in the AOA or be in constant two way radio communication with ATC. At airports without air traffic control facilities, flags shall be provided on these vehicles.
- I. Vehicle Lighting:** The standard for identification lighting of vehicles operating in the AOA is an appropriately sized flashing yellow beacon, mounted on the uppermost part of the vehicle such that it is conspicuous from any direction including from the air. Vehicles in the AOA shall be identified during periods of low visibility by a beacon or be escorted by a properly lighted vehicle.
1. Characteristics: Flashing beacons will have:
 - a. low-intensity lighting with an upper limit of 400 candelas (effective) to avoid damage to night vision. The minimum effective intensity range in the horizontal plane shall be at least 40 candelas, but not more than 400 candelas;
 - b. 360° azimuth (horizontal) coverage;
 - c. peak intensity from 0° to 10° above the horizontal and reduced intensity to 1/10 of peak intensity from 10° to 15° above the horizontal; and
 - d. a flash rate of 75 (±15) flashes per minute.

2. Color:

- a. Ambulances. In accordance with Federal Specification KKK-A-1822B.
- b. Aircraft Rescue and Fire Fighting Vehicles. Red or a combination of red-and-white flashing beacons.
- c. Airfield Service Vehicles. Yellow flashing beacons.
- d. Aircraft Support Vehicles. Yellow or red steady burning beacons. Steady burning beacons are a means of distinguishing apron and aircraft support vehicles from airfield service vehicles.
- e. Airport Security Vehicles. Signal Blue or a combination of red-and Signal Blue flashing beacons.
- f. Other Vehicles. Yellow flashing beacons.

J. Security Gates. The Contractor shall control access to the Airport at all times. Designated access points are required to have the gates closed and locked when not in use. Security gates on haul routes may be locked in the open position during hauling operations. During the times when gates are locked open the Contractor shall have an approved and trained gate attendant stationed at the gate.

3.2 COORDINATION WITH AIRCRAFT MOVEMENTS.

During the time that the Contractor is performing the work, portions of the aprons, taxiways and runways at the airport may remain in use by aircraft. To the extent feasible and convenient in the opinion of the Airport Manager, Airport Safety Officer and Engineer, and to the extent permitted by the Federal Aviation Administration, the use by aircraft of runways and taxiways adjacent to areas where the Contractor is working, will be scheduled as to reduce disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the contract specifications, shall always have priority over any and all of the Contractor's operations and the Contractor shall not allow his/her employees, subcontractors, materials or any other persons over whom he/she has control, to enter or remain upon or allow any plant or materials to be brought or to remain upon any part of the airport, which in the opinion of the Airport Safety Officer or Engineer, would be a hazardous location. Should aprons, runways or taxiways be required for use of aircraft and should the Airport Safety Officer or Engineer deem the Contractor to be too close to the portion used by aircraft for safety, he may, at his sole discretion, order the Contractor to suspend operations and remove personnel, plant, equipment, and materials to a safe distance and stand by until the runway and taxiways are no longer required for use by aircraft.

3.3 SPECIAL PROVISIONS FOR PROTECTION OF CABLES, CONTROLS, LIGHTING FIXTURES, NAVAIDS, AND WEATHER BUREAU FACILITIES.

A. General: The Contractor is hereby informed that there are or may be installed on the airport FAA NAVAIDS, which may include, without limitation, ASR, UHF, and VHF Receivers and Transmitters; U.S. Weather Bureau facilities; electric

cables and controls relating to NAVAID and facilities; and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineer or the airport management (by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

- B. Location:** Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked, if possible and upon request, in the field by the appropriate personnel for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.
- C. Repairs:** The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment or work. Prior approval of the FAA must be obtained for the materials, workers, time of day or night, method of repairs and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the airport management must be obtained for the materials, workers, time of day or night and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.
- D. Costs for Disruption:** It is recognized that the Owner will incur costs for employees' salaries, engineering fees and otherwise in connection with the damage, inspection and repair of any such damage caused by the Contractor; and consequently, that the airport may incur loss of income by reason of the diversion of aircraft traffic from the airport, resulting from interruption of the use of airport facilities; and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by this Contractor. The airport and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses of other damages incurred by the airport or other owners. In addition to the obligation of this Contractor to immediately repair any cables or facilities damaged by the Contractor within three feet of the location on the ground designated by appropriate personnel, as set forth above, the sum of \$2,000 shall be deducted from any money due the Contractor; or if no money is due the Contractor, the airport shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions are not considered penalties.

3.4 TEMPORARY RUNWAY OR TAXIWAY CLOSURE.

- A. Runway.** When a runway closure is required by construction activities, the following procedures shall apply:

A NOTAM shall be issued and maintained by the Airport Safety Officer. During the period the runway is closed, it will be necessary to place a closed runway "X" on top of the runway designation markings on both ends of the runway. If an entire runway is involved in construction, closed runway "X"s shall be placed immediately off runway ends and aligned with the runway centerline.

Contractor shall disable all edge lights, distance remaining signs, PAPIs, REILs, Threshold lights, and other relevant NAVAIDS. All airfield guidance signs referencing the runway shall be disabled or covered.

The Contractor is responsible to place "X"s to close the runway and taxiways. The closed runway or taxiway markings must remain in place and operational at all times during the time the runway or taxiway is closed and shall be maintained by the Contractor in a good condition and firmly secured to the satisfaction of the Engineer until the runway or taxiway is reopened.

The Contractor is responsible to temporarily disable or cover runway and taxiway edge lighting, and airfield guidance signs on closed runways and taxiways. Temporarily covering or disabling lights and signs also applies to partial closures. The Contractor shall refer to the Construction Safety Phasing Plan. Restoring and/or uncovering lights and signs at the completion of the closure shall be the responsibility of the Contractor.

The Contractor shall coordinate NAVAID shutdown prior to runway closure. Restoring operation of NAVAIDs prior to reopening a closed runway is also the responsibility of the Contractor.

- B. Taxiway.** Temporary taxiway closures shall be accomplished in accordance with paragraph 3.8.D. and the requirements of the Construction Safety and Phasing Plan drawings.

3.5 CONSTRUCTION AREA MARKING.

- A.** Barricades, flag lines, traffic cones, flashers and/or signs shall be used as necessary to clearly separate all construction-maintenance from other parts of active AOAs and to identify isolated hazards, such as open manholes, excavation, areas under construction, stockpiled material, waste areas and to identify FAA, airport and National Weather Service facilities, cables, power lines, ILS critical and other sensitive areas. Materials and placement shall be subject to the review and approval of the Airport Safety Officer or Engineer.
- B.** AOA barricades shall be placed in the locations as shown on the plans. The gaps between barricades shall be a maximum of 4 feet, unless otherwise noted on the plans.
- C.** Where construction activities are adjacent to active AOAs and must remain closed and marked through nighttime hours, barricades equipped with totally

operational solar-powered red flashing lights shall be utilized to sufficiently protect aircraft from entering closed areas. Solar-powered red flashing lights shall be placed on construction fences as indicated on the plans. The Contractor shall have a designated representative and on call 24 hours per day for emergency maintenance of airport hazard lighting and marking. Contact information shall be filed with the airport prior to commencing construction.

- D. Contractor shall mark the TOFA with lath and flagging installed at intervals of fifty feet as indicated on the plans.
- E. The Contractor shall maintain barricades, flashing lights, and temporary signs during the construction project.
- F. The Contractor shall remove barricades, flashing lights, and temporary signs at the completion of construction.

3.6 EXCAVATION AND TRENCHES.

- A. **Runway Safety Area:** Excavations and open trenches are not permitted inside the Runway Safety Area (RSA) of an active runway.
- B. **Runway Object Free Area:** Construction, including excavations, are permitted inside the Runway Object Free Area (ROFA). However, equipment must be removed from the ROFA when not in use and material shall not be stockpiled in the ROFA.
- C. **Taxiways and Aprons:** Excavation and open trenches are not permitted inside the object free area of an active taxiway or taxilane.
- D. **Taxiway Object Free Area.** No construction may occur within the Taxiway Object Free Area (TOFA) while the taxiway is open for aircraft operations.

3.7 STOCKPILED MATERIAL.

Extensive stockpiled materials will not be permitted within the construction areas without prior approval. Temporary stockpiles of material designated for reuse shall be located outside the object free areas of active air operation surfaces and at maximum heights below the Part 77 primary surface and 7:1 transitional surfaces originating at the outer extent of the primary surface. The Engineer shall approve locations and elevations of temporary stockpiled material and haul routes to and from temporary stockpiles. Haul routes shall also be outside the object free area of operational surfaces. Temporary stockpiles may be permitted within otherwise restricted areas of runways and or taxiways when closed for extended periods of time.

3.8 MARKING AND LIGHTING OF CLOSED OR HAZARDOUS AREAS ON AIRPORTS.

- A. **Permanently Closed Runways and Taxiways:** For runways and taxiways that have been permanently closed, the lighting circuits should be disconnected. The threshold markings, runway designation marking and touchdown zone markings shall be obliterated and closure "X"s should be placed at each end and at 1,000-foot intervals on closed runways. A closure "X" is placed at each entrance of the closed taxiway.

- B. Temporarily Closed Runways:** Temporary runway closures shall be accomplished in accordance with paragraph 3.4.A and the requirements of the Construction Safety and Phasing Plan drawings.
- C. Temporarily Closed Taxiways:** Temporary taxiway closures shall be accomplished in accordance with paragraph 3.4.B and the requirements of the Construction Safety and Phasing Plan drawings. The dimensions of the closure "X"s shall be as shown on the plans. AOA barricades with flashing red lights shall be installed in the locations shown on the plans.
- D. Closed Airports:** When all runways are closed temporarily, the runways are marked as in paragraph 3.8.B. and the airport beacon is turned off. When all runways are closed permanently, the runways are marked as in paragraph 3.8.A, the airport beacon is disconnected and a closure "X"s is placed in the segmented circle or at central location if no segmented circle exists.
- E. Hazardous Areas:** Hazardous areas, in which no part of an aircraft may enter, are indicated by use of barricades marked with diagonal, alternating orange and white stripes. The barricades may be supplemented with alternating orange and white flags at least 20 by 20 inches square and made and installed so that they are always in an extended position, properly oriented and securely fastened to eliminate jet engine ingestion. During reduced visibility or nighttime use, supplement the barricades with flashing red lights. The intensity of the lights and spacing for barricades, flags and lights must be such to delineate adequately the hazardous area. See section 2.1. for a description of the AOA barricades required. AOA barricades shall be placed in the locations as shown on the plans.

3.9 LIMITATIONS ON CONSTRUCTION.

- A. Restrictions:** The following restrictions shall pertain at all times, both for activity at air carrier and general aviation airports.
 - 1. When construction work is being accomplished adjacent to an active runway during visual flight rule (VFR weather conditions), men, equipment, or other construction-related material shall not be permitted to penetrate a 7:1 slope, originating from the edge of the runway safety area at any active runway.
 - 2. All work which is too close to the runway for accomplishment during VFR conditions (Item 1 above) shall be performed during periods when the runway is not in use. (REF. NOTAM requirements paragraph 1.2 B.)
 - 3. When construction work is being accomplished adjacent to an active runway during VFR weather conditions, equipment below the VFR 7:1 slope but penetrating the IFR 7:1 slope shall be obstruction marked and lighted.
 - 4. Men, equipment or other construction-related material will be permitted in the approach or departure zones of active runways, provided that the construction activity is conducted below a 20:1 (where visibility minimums are below 3/4 mile) approach plane, as applicable to the particular runway, originating 200 feet from end of runway. Any construction activity

which is contemplated in the approach zones which will violate these planes will require special consideration (runway displacement, lighting, etc.).

5. The Contractor is subject to the equipment height limitations in the Restricted Work Area as shown on the Construction Safety and Phasing Plan. The Contractor shall not use equipment that exceeds the height limitations unless approved in advance by the Airport Safety Officer.
6. Before any runway can be reopened after a closure all excavations must be backfilled and compacted, all mounds must be reduced to a height of less than two inches, and vertical drops greater than two inches must be eliminated. The Airport Safety Officer will inspect the work area and determine if these requirements have been met. All remedial actions shall be completed before reopening the runway.
7. Open-flame welding or torch-cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved by the airport operator. All vehicles are to be parked and serviced in the Contractor's work area and/or in an area approved by the Engineer. Under no circumstances are flare pots to be used near aircraft operating areas.
8. Open trenches, excavations, and stockpiled material at the construction site shall be prominently marked with orange flags and lighted with flashing red light units (acceptable to the Airport Safety Officer during hours of restricted visibility and/or darkness.
9. Stockpiled material shall be constrained in a manner to prevent movement as a result of aircraft blast or wind. Material shall not be stored near aircraft operating or movement areas.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work required in this section, as it is considered incidental to other items.

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SECTION 014000

APPLICABLE STANDARDS

PART 1 - GENERAL

1.1 DESCRIPTION.

A. Work Included.

Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship, which meet or exceed the specifically named code or standard.

It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect/Engineer, to deliver to the Architect/Engineer all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Architect/Engineer, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect/Engineer.

Related work described elsewhere: Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications.

B. Quality Assurance.

Familiarity with pertinent codes and standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.

Rejection of non-complying items: The Architect reserves the right to reject items incorporated into the Work, which fail to meet the specified minimum requirements. The Architect further reserves the right, and without prejudice to other recourse the Architect may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Architect and the Owner.

Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

- 1.AASHTO = American Association of State Highway and Transportation Officials
444 N. Capitol Street NW, Suite 429,
Washington, DC 20001

2. ACI = American Concrete Institute, 38800 Country Club Drive,
Farmington Hills, MI 48331
3. AISC = American Institute of Steel Construction
One East Wacker Drive Suite 700
Chicago, IL 60601-1802
4. ANSI = American National Standards Institute
1899 L Street, NW, 11th Floor
Washington, DC 20036
5. ASTM = American Society for Testing and Materials
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
6. AWS = American Welding Society, Inc.
550 N.W. Le Jeune Road,
Miami, FL 33126
7. AWWA = American Water Works Association, Inc.
6666 West Quincy Ave.
Denver, CO 80235.
8. CRSI = Concrete Reinforcing Steel Institute
933 North Plum Grove Road
Schaumburg, IL 60173-4758
9. CS = Commercial Standard of NBS, U.S. Department of Commerce, Government
Printing Office
Washington, D.C. 20402.
10. GANA = Glass Association of North America
800 SW Jackson St. Suite 1500
Topeka, KS 66612.
11. NAAMM = National Association of Architectural Metal Manufacturers
800 Roosevelt Rd. Bldg. C, Suite 312
Glen Ellyn, IL 60137
12. NEC = National Electrical Code (see NFPA)
13. NEMA = National Electrical Manufacturers Association
1300 North 17th Street Suite 1752
Rosslyn, Virginia 22209
14. NFPA = National Fire Protection Association
1 Batterymarch Park,
Quincy, MA 0216

- 15. SDI = Steel Deck Institute
P.O. Box 25
Fox River Grove, IL 60021
- 16. SJI = Steel Joist Institute
234 W. Cheves Street
Florence, SC 29501
- 17. SSPC = Steel Structures Painting Council
40 24th Street, Suite 600
Pittsburgh, PA 15213
- 18. TCA = Tile Council of America, Inc.
100 Clemson Research Blvd.
Anderson, SC 29625
- 19. UL = Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062-2096
- 20. Fed. Specs and Fed. Standards:
Specifications Sales (3FRI). Bldg. 197,
Washington Navy Yard, General Services Administration,
Washington, D.C. 20407.
- 21. Mil-Specs Military Specifications
Superintendent of Documents, U.S., Government Printing Office
Washington, D.C. 20402.
- 22. IBC = International Building Code, see ICC
- 23. IFC = International Fire Code, see ICC
- 24. ICC = International Code Council
5360 South Workman Mill Road
Whittier, CA 90601
- 25. ISPWC = Idaho Standards for Public Works Construction
- 26. Kootenai County Land Use and Development Code.
- 27. ASHRAE=American Society of Heating, Refrigeration and Air Conditioning Engineers,
1791 Tullie Circle, NE
Atlanta, GA 30329

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SECTION 014533 – STRUCTURAL TESTS AND SPECIAL INSPECTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 INTENT AND CONDITIONS

- A. Intent:
 - 1. For compliance with the Idaho State Building Code, the Owner shall employ and pay for an independent certified third-party special inspector (or inspectors) as required by Chapter 17 of the International Building Code.
 - 2. Duties and responsibilities of the special inspector(s) shall be as outlined in Chapter 17 of the International Building Code and as herein specified.
 - 3. Define and coordinate structural tests and special inspection services.
 - 4. Define and coordinate conventional testing and inspection services.
 - 5. Testing and Inspection services are intended to assist in determining probable compliance of the work with requirements specified. These services do not relieve the Contractor of responsibility for compliance with the requirements of the Contract Documents.
- B. Conditions:
 - 1. If inspection of fabricator's work is required, the Owner's representative may require testing and inspection of the work at the plant, before shipment. Owner, Architect and Structural Engineer of Record (SER) reserve the right to reject material not complying with Contract Documents.
 - 2. Perform testing and inspection in accordance with industry standard used as reference for specific material or procedure unless other criteria are specified. In the absence of a referenced standard, accomplish tests in accordance with generally accepted industry standards.
 - 3. Failure to detect defective work or materials shall in no way prevent later rejection if defective work or materials are discovered.

1.3 RELATED REQUIREMENTS

- A. Refer to individual technical specification sections for additional qualifications, inspections, tests, frequency and standards required.

1.4 DEFINITIONS

- A. Testing: Evaluation of systems, primarily requiring physical manipulation and analysis of materials, in accordance with approved standards.

- B. Inspection: Evaluation of systems, primarily requiring observation and judgment.
- C. Structural Tests and Special Inspections: Structural Tests and Special Inspection Services herein include items required by Chapter 17 of the International Building Code as adopted by the Idaho State Building Code, and other items which in the professional judgement of the Structural Engineer of Record, are critical to the integrity of the building structure.
- D. Conventional Testing and Inspections: Conventional Testing and Inspection Services herein describe those items not specially required by Code but may be considered essential to the proper performance of the building systems.
- E. Architect of Record: The prime consultant in charge of overall design and coordination of the Project.
- F. Structural Engineer of Record (SER): The Licensed Engineer in responsible charge of the structural design for the Project.
- G. Licensed Structural Engineer: A professional engineer with education and experience in the design of structures similar to this Project and licensed in State in which Project is located.
- H. Testing Agency (TA):
 - 1. Testing Agency: Approved independent testing agency acceptable to the Owner, Architect, SER and as noted below:
 - 2. Authorized to operate in the State in which the project is located and experienced with the requirements and testing methods specified in the Contract Documents.
 - 3. Meeting applicable requirements of references stated in paragraph 1.4.
 - 4. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards, or to accepted values of natural physical constants.
- I. Special Inspector (SI): A properly qualified individual or firm performing special inspections.
- J. The categories of special inspector are:
 - 1. Special Inspector - Technical I, II and III: Usually an employee of a testing agency:
 - a. Technical I (Sections 31 20 00, 31 62 23, 31 63 29) - Technician shall be under the direct supervision of a licensed civil/geotechnical engineer regularly engaged in this type of work. Work shall be performed in a qualified geotechnical/testing laboratory.
 - b. Technical I (Sections 03 10 00, 03 20 00, 03 30 00)
 - 1) ACI Certified Concrete Field Testing Technician – Grade I.
 - 2) ACI Certified Concrete Strength Testing Technician.
 - 3) ACI Certified Concrete Laboratory Testing Technician – Grade 1.
 - 4) ACI Certified Concrete Construction Inspector-In-Training.
 - 5) Inspector shall be employed by a testing laboratory, experienced in the type of work being performed, and under the direct supervision of a licensed civil/structural engineer.
 - c. Technical I (Section 04 20 00) - Technician shall be under the direct supervision of a licensed civil/structural engineer regularly engaged in

- testing and inspection of this type of work. The licensed engineer shall review and approve all inspection reports.
- d. Technical I (Section 05 12 00) - Non-destructive Testing Technician SNT TC 1A Level I, and/or AWS Certified Associate Weld Inspector (CAWI).
 - e. Technical I (Section 07 81 00) - Shall be familiar with the interpretation and use of ASTM E 605, and have prior field experience in testing and inspection of spray-applied fireproofing. Shall be supervised by an engineer licensed to practice in the state where the work is performed.
 - f. Technical II (Sections 31 20 00, 31 62 23, 31 63 29,) - Technician with a minimum of 2 years' experience, or a graduate engineer, and is an employee of a qualified and approved geotechnical/technical laboratory, under the direct supervision of a licensed civil/geotechnical engineer regularly engaged in this type of work.
 - g. Technical II (Sections 03 10 00, 03 20 00, 03 30 00)
 - 1) ACI Certified Concrete Laboratory Testing Technician - Grade II.
 - 2) ACI Certified Laboratory Aggregate Testing Technician.
 - 3) ACI Certified Concrete Construction Inspector.
 - 4) Inspector shall be employed by a testing laboratory, experienced in the type of work being performed, and under the direct supervision of a licensed civil/structural engineer.
 - h. Technical II (Section 04 20 00) - Graduate civil/structural engineer, with experience in this type of work. Supervised by a licensed civil/structural engineer. The licensed engineer shall review and approve all inspection reports.
 - i. Technical II (Section 05 12 00) - Non-destructive Testing Technician ASNT TC-1A Level II, (NDE Technician II), AWS/CAWI, with minimum 3 years' experience, or an AWS/CWI.
 - j. Technical III (Sections 31 20 00, 31 62 23, 31 63 29) - A civil/geotechnical engineer regularly engaged in this type of work with a minimum of 4 years' experience, licensed in the state in which the project is located, and is an employee of a qualified and approved geotechnical/testing laboratory. This licensed engineer shall review and approve all final field reports.
 - k. Technical III (Section 03 30 00) - A civil/structural engineer regularly engaged in this type of work, with a minimum of 4 years' experience and licensed in the state in which the project is located and is an employee of a qualified and approved testing laboratory. The licensed engineer shall review and approve all reports.
 - l. Technical III (Section 05 12 00) - ASNT Level III with a minimum of 10 years' experience or an AWS/CWI with a minimum of 10 years' experience.
 - 1) Special Inspector - Structural I and II: Usually an employee of the Structural Engineer of Record.
 - m. Structural I (Sections 03 10 00, 03 20 00, 03 30 00, 03 38 16, 04 20 00, 05 12 00, 31 62 23, 31 63 29) - Graduate civil/structural engineer, or other personnel acceptable to the SER, with experience in the design of structural systems of this type. Inspections shall be performed under the direct supervision of a licensed civil/structural engineer.
 - n. Structural II (Sections 03 10 00, 03 20 00, 03 30 00, 03 38 16, 04 20 00, 05 12 00, 31 62 23, 31 63 29) - Civil/structural engineer regularly engaged in the design of structural systems of this type, licensed in the state in which the project is located. The licensed engineer shall review and approve all inspection reports.

- K. Building Official: The Officer or duly authorized representative charged with the administration and enforcement of the State Building Code.

1.5 REFERENCES

- A. See technical specification sections for specific references.
- B. ASTM International
1. ANSI/ASTM E329 – Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
 2. ASTM E543 – Standard Practice for Agencies Performing Non-destructive Testing.
 3. ASTM E548 – Standard Guide for General Criteria Used for Evaluating Laboratory Competence.
 4. ASTM C1077 – Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
 5. ASTM C1093 – Standard Practice for the Accreditation of Testing Agencies for Unit Masonry.
 6. ANSI/ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. Idaho State Building Code.
- D. International Building Code (IBC).

1.6 RESPONSIBILITIES / AUTHORITY

- A. Structural Tests and Special Inspections:
1. Special Inspector:
 - a. Attend all pre-installation meetings to review scope of structural tests and special inspections.
 - b. Test and/or inspect the work assigned for conformance with the building department approved plans, specifications, and applicable material and workmanship provisions of the code. Perform testing and inspection in a timely manner to avoid delay of work.
 - c. Bring nonconforming items to the immediate attention of the Contractor for correction, then, if uncorrected after a reasonable period of time, to the attention of the Structural Engineer of Record, the Building Official, and to the Engineer.
 - d. Submit test and/or inspection reports to the Building Official, Contractor, the Structural Engineer of Record, and other designated persons in accordance with the Structural Testing and Special Inspection Schedule.
 - e. Submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans, specifications and the applicable workmanship provisions of the code.
 - f. Sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction.

2. Engineer:
 - a. Coordinate the flow of reports and related information to expedite resolution of construction issues.
 - b. Attend pertinent pre-installation meetings to review scope of structural testing and special inspection.
 - c. Complete and sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction. Provide a completed copy of the schedule to all signed parties including Building Official.
3. Structural Engineer of Record:
 - a. Identify items requiring structural testing and special inspection including special cases.
 - b. Define "type" of special inspector required for "description" of work indicated on the Structural Testing and Special Inspection Schedule.
 - c. Attend pertinent pre-installation meetings to review scope of structural testing and special inspection.
 - d. Complete and sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction.
 - e. Review reports issued by all special inspectors.
 - f. If engaged as a special inspector, provide structural testing and special inspection services as noted in Article 1.6.A.1.
4. Testing Agency:
 - a. When engaged as a special inspector, provide structural testing and special inspection services as noted in Item 1.6.A.1.
 - b. Sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction.
 - c. Attend pertinent pre-installation meetings to review scope of structural testing and special inspection.
5. Contractor:
 - a. Arrange and attend all pre-installation meetings to review scope of structural testing and special inspection. Include the Building Official, Owner, Engineer, SER, Testing Agency and other parties concerned.
 - b. Post or make available the Structural Testing and Special Inspection Schedule within project site office. Provide timely notification to those parties designated on the schedule so they may properly prepare for and schedule their work.
 - c. Provide special inspector access to the approved plans and specifications at the project site.
 - d. Review all reports issued by special inspectors.
 - e. Retain at the project site all reports submitted by the special inspectors for review by the building official upon request.
 - f. Correct in a timely manner, deficiencies identified in inspection and/or testing reports.
 - g. Provide safe access to the work requiring inspection and/or testing.
 - h. Provide labor and facilities to provide access to the work and to obtain, handle and deliver samples, to facilitate testing and inspection and for storage and curing of test samples.
 - i. Sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction.

- j. Verification of conformance of work within specified tolerances is solely the responsibility of the Contractor.
- 6. Fabricator:
 - a. Submit a Certificate of Compliance to the Building Official, Special Inspector, and Structural Engineer of Record stating the work was performed in accordance with the Contract Documents.
 - b. Sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction.
- 7. Building Official:
 - a. Review all special inspector qualifications.
 - b. Review all fabricators who perform work in their shop, which requires special inspection.
 - c. Accept and sign completed Structural Testing and Special Inspection Schedule.
 - d. Review reports and recommendations submitted by special inspector.
 - e. Review the "final signed reports" submitted by special inspector. These documents must be accepted and approved by the building department prior to issuance of a Certificate of Occupancy.
 - f. Determine work, which, in the Building Officials opinion, involves unusual hazards or conditions.
- 8. Owner:
 - a. Provide and pay cost of structural testing and special inspection services.
 - b. Provide special inspector with Contract Documents and accepted shop drawings.
 - c. Provide special inspectors and testing agencies with full access to the site at all times.
 - d. Sign the Structural Testing and Special Inspection Schedule in conjunction with other responsible parties prior to commencing construction.
- B. Inspections by Building Official: provide timely notice for inspections performed by the building official, as required by IBC Chapter 17, the State Building Code, and local ordinance.

1.7 INSPECTION NOTICES

- A. Contractor: Provide minimum of 24 hours' notice for all items requiring testing or inspection. Do not place items requiring testing and inspection services prior to or during placement until testing and inspection services are available. Do not enclose or obscure items requiring testing and inspection services after placement until testing and inspection services are performed.

1.8 REPORTS

- A. Testing agency and/or special inspectors shall submit a report in accordance with the Structural Testing and Special Inspection Schedule and shall conduct and interpret tests and inspections and state in each report whether; (1) test specimens and observations comply with Contract Documents, and specifically state any deviations, (2) record types and locations of defects found in work, (3) record work required and performed, to correct deficiencies.

- B. Submit reports for structural testing and special inspection, in timely manner to the Contractor, Building Official, SER, and Architect.
 - 1. Submit reports for ongoing work, to provide the information noted below:
 - a. Date issued.
 - b. Project title and number.
 - c. Firm name and address.
 - d. Name and signature of tester or inspector.
 - e. Date and time of sampling.
 - f. Date of test or inspection.
 - g. Identification of product and specification section.
 - h. Location in project, including elevations, grid location and detail.
 - i. Type of test or inspections.
 - j. Results of tests or inspections and interpretation of same.
 - k. Observations regarding compliance with Contract Documents or deviations there from.
 - 2. Submit final signed report stating that, to the best of the special inspector's knowledge, the work requiring testing and/or inspection conformed to the Contract Documents.

1.9 FREQUENCY OF TESTING AND INSPECTION

- A. For detailed requirements see individual technical specification sections, and Part 3 of this section.

1.10 PROTECTION AND REPAIR

- A. Upon completion of testing, sample-taking, or inspection, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed surfaces, as judged solely by the Architect/Engineer of Record. Protect work exposed by or for testing and/or inspection and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for testing and/or inspection.

1.11 TESTS TO DEMONSTRATE QUALIFICATION

- A. If the Contractor proposes a product material, method, or other system that has not been pre-qualified, the Architect or SER may require applicable tests, to establish a basis for acceptance or rejection. These tests will be paid for by the Contractor.
- B. The Architect or SER reserves the right to require certification or other proof that the system proposed, is in compliance with any tests, criteria or standards called for. The certificate shall be signed by a representative of an independent testing agency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCOPE OF STRUCTURAL TESTS AND SPECIAL INSPECTIONS

3.2 SCOPE OF STRUCTURAL TESTS AND SPECIAL INSPECTIONS STRUCTURAL TESTS AND SPECIAL INSPECTIONS PROGRAM SUMMARY

- A. The parties involved shall complete and sign the Structural Testing and Special Inspection Schedule. The completed schedule is an element of the Contract Documents and after permit issuance, becomes part of the building department approved plans and specifications. The completed schedule shall include the following:
1. Specific listing of items requiring inspection and testing.
 2. Associated specification section which defines applicable standards by which to judge conformance with approved plans and specifications in accordance with IBC Chapter 17 as adopted by the State Building Code. The specification section should also include the degree or basis of inspection and testing; i.e., intermittent/will-call or full-time/continuous.
 3. Frequency of reporting, i.e., intermittent, weekly, monthly, per floor, etc.
 4. Parties responsible for performing inspection and testing work.
 5. Required acknowledgments by each designated party.
- B. See Structural for Testing and Special Inspection Schedule.

END OF SECTION 014533

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION.

A. Work Included: Temporary facilities and controls required for this work include, but are not necessarily limited to:

1. Temporary utilities such as heat, water, electricity and telephone.
2. Field offices and sheds.
3. Sanitary facilities.
4. Secure enclosure.
5. Refuse containers.

B. Related Work Described Elsewhere: Except that all equipment furnished by Subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this Section.

Permanent installation and hook-up of the various utility lines are described in the pertinent other Sections of these Specifications.

1.2 PRODUCT HANDLING.

Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

1.3 JOB CONDITIONS.

Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Engineer's approval and, when required, provide alternate temporary service.

PART 2 - PRODUCTS

2.1 UTILITIES.

A. General: All temporary facilities shall be subject to the Engineer's approval.

B. Water: Furnish and install all necessary temporary water lines and water supply and, upon completion of the work, remove all such temporary facilities.

- C. Electricity:** Furnish and install all necessary temporary wiring and, upon completion of the work, remove all such temporary facilities.

Furnish and install area distribution boxes so located that the individual trades may use 100 feet maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the work, for inspection and for safety. The Contractor will furnish all electricity needed for construction, at no cost to the Owner.

- D. Heating:** Provide and maintain all heat needed for proper conduct of all operations included in the work at no cost to the Owner.
- E. Telephone:** Make all necessary arrangements and pay all costs for operation and installation of telephone service for Contractor's own use.

2.2 FIELD OFFICES AND SHEDS.

- A. Contractor's Facilities:** If desired, provide a field office building and sheds adequate in size and accommodation for all Contractor's offices, supply and storage. Locate at a site agreed upon by the Contractor and the Engineer. The entire facility, including furniture, will remain the property of the Contractor and shall be removed from the site after completion of the work.

2.3 SANITARY FACILITIES.

Provide temporary sanitary facilities in the quantity required, for use by all personnel. Maintain in a sanitary condition at all times.

2.4 ENCLOSURES.

Furnish, install, and maintain a secure enclosure for on-site storage of supplies and materials.

2.5 REFUSE CONTAINERS.

The Contractor shall provide refuse containers adequate in size to collect discarded materials, waste, rubbish or debris originating from his operations from causing a nuisance or safety hazard to persons or aircraft. Refuse containers shall be dumped on a regular schedule to prevent rubbish or debris from overflowing container. Refuse containers shall be located at a site agreed upon by the Contractor and the Engineer. The Contractor shall be responsible to arrange container delivery, dumping, removal from the site when no longer required and for all associated costs.

2.6 ACCESS.

Provide and maintain all required access to the work in strict accordance with all regulations governing the Contractor's use of the site.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL.

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement and payment shall be made for work required under this Section, all work shall be considered incidental to other bid items.

END SECTION

SECTION 015515

ACCESS AND HAUL ROADS

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included:** This specification generally describes and provides information relevant to off-airport access routes and on-airport access routes and other airport haul or access roads, as may be required for, or impacted by, the work on this project.
- B. Related Information:**
1. Manual on Uniform Traffic Control Devices, Federal Highway Administration; most current edition.

PART 2 - EXECUTION

2.1 EXISTING CONDITIONS.

The Contractor and Engineer will visually inspect the current condition of all haul routes designated across airport pavement and designated access roads. The Contractor will be responsible to restore damaged pavement to pre-construction condition at no cost to the Owner. The Contractor will be responsible to maintain designated access routes or roads in pre-construction condition at no cost to the Owner.

The Contractor shall be responsible for all repair and maintenance of on-site haul routes. On-site haul routes damaged as a result of construction activities shall be repaired by the Contractor to a condition equal to or better than prior to the start of construction. The Engineer shall determine if the repairs are acceptable.

The Contractor shall be responsible for all repairs, maintenance and other activity directed by the responsible authority of off-airport access routes at no additional cost to the Owner.

2.2 ACCESS ROUTES OFF-AIRPORT PROPERTY.

Construction access to the project site is shown on the Construction Layout Plan and Construction Safety and Phasing Plans of the project drawings. The Contractor shall use the access identified for each phase and shall be responsible to comply with the approved traffic control plan as detailed in the project drawings. The Contractor shall be responsible for coordination with the appropriate local authorities or agencies and to obtain any and all permits that may be required to use these and other off-airport, access routes.

The Contractor shall provide construction warning signs as required with the requirements stated in those sections identified in paragraph 1.1.B, Related Information.

2.3 CONSTRUCTION ACCESS.

The designated construction access to the project site is shown on the plans. The Contractor shall use only the access gate identified for each phase of construction. See Specification Section 011415 Airport Access Control.

2.4 CONSTRUCTION ACCESS ROADS.

The Contractor shall maintain access roads shown on the project drawings in a condition suitable for use by passenger vehicles. Dust control shall be the Contractor's responsibility. All work associated with maintaining and watering roads utilized by the Contractor is incidental to other project work.

2.5 CONSTRUCTION ROADS.

Designated roads that are outside of current travel surfaces and not designated for maintenance or access are temporary. The Contractor shall construct and maintain these roads in a condition suitable for use by construction equipment and vehicles. Dust control on roads shall be the Contractor's responsibility. All work associated with constructing, maintaining and watering such roads is incidental to other project work. The Contractor shall remove construction roads and restore to existing conditions when directed by the Engineer.

2.6 MAINTENANCE OF HAUL OR CONSTRUCTION ACCESS ROADS.

A. Contractor's Responsibility. The Contractor shall be responsible for maintenance of construction access and haul roads during the construction period. Roads shall be maintained in a debris free condition by routine sweeping. The Contractor shall clean paved areas on the work site and public paved areas directly adjacent to the site as often as directed by the Owner or the Engineer, or as safety conditions require. Dust shall be controlled to the satisfaction of the Airport Safety Officer.

B. Equipment:

1. The Contractor shall have adequate sweeping and cleaning equipment to clean surfaces of debris deposited as a result of hauling, or other construction activities.
2. The Contractor shall have a water truck on-site for the purpose of dust control.

PART 3 - MEASUREMENT AND PAYMENT

3.1 ACCESS AND HAUL ROADS.

No separate measurement or payment to the Contractor will be made under this Specification Section as the work shall be considered incidental to other contract items.

END SECTION

SECTION 015526

TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included.** Work under this Section shall include the temporary regulation of vehicular traffic during the performance of the work. The Contractor shall be responsible for the safe and orderly flow of traffic through and around the project site as shown on the plan sheets.
- B. Related Information.** All warning signs, barricading, and flag person operations shall conform to the following standards:
 - 1. Work Zone Operations Best Practices; U.S. Department of Transportation, Federal Highway Administration.
 - 2. Manual on Uniform Traffic Control Devices, Federal Highway Administration; most current edition.

1.2 SUBMITTALS.

- A. Off-Site Traffic Control for On-Airport Construction.** The Contractor shall utilize the construction accesses shown on the plans. If required by the appropriate local authorities or agencies that are responsible for off-airport access routes, the Contractor shall develop a Traffic Control Plan that demonstrates acceptable control of traffic accessing the on-airport construction site. If this plan is required, the Contractor shall submit the plan for review by the Engineer and Owner at the Preconstruction Conference.

PART 2 - PRODUCTS

Traffic control devices to be installed shall conform to the most current edition of the Manual on Uniform Traffic Control Devices and the project drawings.

PART 3 - EXECUTION

3.1 GENERAL.

The Contractor shall provide all necessary signs, barricades, flashing lights and flag persons necessary for the safe and orderly flow of traffic. Every attempt to keep traffic flow at a normal pace must be made whenever possible. The Contractor shall confine his occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the Work. Traffic is to be restored to normal flow whenever feasible at the end of each working day.

It shall be the Contractor's sole responsibility to notify the appropriate authorities at least 48 hours in advance of significant changes in traffic patterns or possible hazards due to

reductions of travel surface width or other work in public right-of-ways. The Contractor is to coordinate all detours and temporary road closings with the appropriate authorities.

3.2 SIGNS AND BARRICADES.

Properly lighted, clear, concise, legible signs of adequate size shall be furnished as necessary for the safe regulation of traffic. Any areas under construction that present a hazard to traffic must be properly protected and signed at all times.

Suitable lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times during the night or daytime, around all open ditches, trenches, excavations or other work potentially dangerous to pedestrians and traffic. Barricades shall be placed on all sides and throughout the entire length of all open ditches, trenches excavations or other work, which must be barred to the general public. Barricades shall be properly painted in order to retain a high degree of visibility at all times to vehicular and pedestrian traffic.

3.3 DETOURS AND CLOSURES.

- A. Detours:** If a minor detour is shown on the plans or is deemed necessary during the performance of the Work, a proposed detour plan will be submitted to the Engineer and the Airport Safety Officer.
- B. Closures:** The Contractor must obtain approval in advance from the Engineer prior to closing any public streets or roads. The number and duration of any closures must be limited and must not adversely impact aviation activities at the airport or access to area residents.

3.4 FLASHERS.

Barricades shall be lit by flashers. Flashers shall be placed along the entire length of the barricades at an interval no greater than 8 feet center to center. Flashers shall be power operated, lens directed, enclosed light units which shall provide intermittent light from 70 to 120 flashes per minute with the period of light emittance occurring not less than 25 percent of each on-off cycle regardless of temperature. The emitted light shall be red in color and the area of light on at least one face of the unit shall be not less than 12 square inches. The discernible light shall be bright enough to be conspicuously visible during the hours of darkness at a minimum distance of 800 feet from the unit under normal atmospheric conditions. For units, which beam light in one or more directions, the foregoing specifications shall apply 10 degrees or more to the side and 5 degrees or more above and below the photometric axis.

The Contractor shall furnish and securely fasten flashing units to signs, barricades and other objects in such numbers and for such lengths of time as are required for the maintenance and protection of traffic. The flasher shall be in operation during all hours between sunset and sunrise and during periods of low visibility.

3.5 NON-PERFORMANCE.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the Engineer or the Owner immediately and without notice, may furnish, install and maintain barricades or lights. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this contract.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for work required under this specification section as the work shall be considered incidental to other contract items.

END SECTION

SECTION 015600

DUST CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included.** Work includes all equipment, labor and materials necessary to control dust relating to or resulting from performance of the project work.
- B. Related Information.** The Contractor shall comply with specific dust control requirements as may be detailed in Specification Section 013523 Airport Project Safety Procedures, other specification sections or as noted on the plans.

1.2 STANDARDS.

The Contractor shall comply with all pertinent requirements of Federal, State and Local agencies which may have jurisdiction over dust control procedures and additives.

1.3 SUBMITTALS.

- A. Dust Control Plan:** Prior to commencing project work, the Contractor shall submit a written Dust Control Plan to the Owner and Resident Project Representative (RPR) for review and comment. The plan shall include the means and methods the Contractor proposes to use to assure compliance with the specific project requirements.

The dust control plan shall state how the Contractor will control fugitive dust from the following dust generating sources listed below. The Contractor shall also include control of other anticipated dust generating sources in addition to those listed.

- Unpaved haul roads.
- Excavation and embankment construction.
- Topsoiling.
- Milling equipment.
- Conveyor transfer points and crushers (if applicable).
- Stockpiles – aggregates, topsoil, strippings, etc.

Dust control methods the Contractor should consider include the following:

- Application of water and additives to unpaved haul roads.
- Limit vehicle speeds.
- Water areas prior to disturbance and continue during disturbance.
- Water spray at conveyor transfer points and crushers (if applicable).
- Water stockpiles and limit stockpile size.
- Make adjustments to maintain effectiveness of dust control operations.

- B. Schedule.** The dust control plan shall have an implementation and inspection schedule.

PART 2 - PRODUCTS

2.1 WATER.

Water used for dust control shall be nonpolluted.

PART 3 - EXECUTION

The Contractor shall furnish all labor, equipment and materials required to control dust. The Contractor shall carry out proper and efficient measures wherever and as often as necessary or as directed to reduce the dust nuisance and to prevent dust which has originated from his operations from causing a nuisance or safety hazard to persons or aircraft.

3.1 AIRPORT CONSTRUCTION.

During the performance of all clearing, earthwork or aggregate placement operations, the Contractor shall not generate dust clouds that could obscure visibility on active runway or taxiway surfaces or create a nuisance for airport tenants.

3.2 WATER SUPPLY.

Providing an adequate supply of construction water is the responsibility of the Contractor. Water is available from the sources shown on the plans. Contractor is responsible for coordination with local utility purveyor to obtain a permit and cost information. The Contractor shall furnish all required equipment, be responsible for the cost of water, and comply with all rules for use of hydrants and facilities. Repair of any damage shall be at no additional cost to the Owner.

3.3 APPLICATION.

The Contractor shall apply water and/or water with additives on all access and haul roads, excavations, surfaces of refilled trenches, stockpiles, waste areas and other work areas as may be necessary to adequately control dust.

3.4 WORK AREAS.

The Contractor shall make all reasonable efforts to keep work areas and adjacent areas free of excessive dirt and mud that may unnecessarily contribute to a dust nuisance.

3.5 INSPECTION.

The RPR, Contractor and Owner shall regularly (weekly at a minimum) review the adequacy of dust control efforts and procedures to assure they are satisfactorily meeting the needs of the project.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for work required under this Section.

END SECTION

SECTION 015723

TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION.

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

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

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

1.2 RELATED INFORMATION

- A.** Summary of Work, Specification Section 011100.
- B.** Project Construction Progress Schedule, Specification Section 013216.
- C.** Dust Control, Specification Section 015600.
- D.** Item Topsoiling, Specification Section 311413.
- E.** Item Mulching, Specification Section 329219.
- F.** Item Seeding, Specification Section 329219.

PART 2 - MATERIALS

- 2.1 FIBER WATTLES.** Fiber wattles shall be made up of weed-free straw with biodegradable netting. They shall be a minimum of 10" in diameter and shall be staked securely with wood stakes every three feet.
- 2.2 STABILIZED CONSTRUCTION ENTRANCE.** Construction Entrance shall consist of 2-inch minus clean stone or recycled concrete equivalent over filter fabric.
- 2.3 CONCRETE WASHOUT PIT.** The polyethylene lining should be impermeable with a 16-mil minimum thickness or prefabricated washout pit of acceptable size.

PART 3 - EXECUTION

3.1 GENERAL.

The Contractor shall be responsible for actual construction or installation of all temporary control measures required during the life of the contract to control water pollution, soil, erosion, and siltation.

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

The RPR shall be responsible for monitoring the Contractor's compliance to the extent that construction practices, construction operations, and construction work are involved.

Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

3.2 CONSTRUCTION DETAILS.

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

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

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

or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

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

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

3.3 AUTHORITY OF ENGINEER.

The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds or other areas or water impoundment.

3.4 INSTALLATION OF STRAW WATTLES.

Straw wattles shall be installed and maintained on all drywells or drain inlets within the project limits or as directed by the Engineer. Upon installation of new drywells throughout the project, straw wattles shall be immediately installed and maintained by the Contractor until hydroseeded areas have re-established grass in all disturbed areas to prevent sediment transfer into drywells or completion of the project. Accumulated sediment and debris shall be removed from each unit following all rain events or as directed by the Engineer.

Start building trenches and installing wattles around the drywell. Construct trenches at intervals at a depth of 2-3 inches. Install the wattles snugly into the trenches and abut tightly end to end. Do not overlap ends. Install stakes at each end of the wattle, and at 3-foot centers along the entire length of wattle. If required, install pilot holes for the stakes using a straight bar to drive holes through the wattle and into the soil. Wooden stakes should be approximately $\frac{3}{4}$ by $\frac{3}{4}$ by 24 inches minimum. Stakes should be driven through the middle of the wattle to securely anchor the wattle into the soil, leaving 2 to 3 inches of the stake protruding above the wattle.

3.5 STABILIZED CONSTRUCTION ENTRANCE.

The Contractor shall install stabilized construction entrance at the location shown on the plans. This entrance shall be constructed of 2-inch stones with 15-foot by 50-foot minimum area. The entrance will be an 8-inch layer of stone placed over filter fabric laid over existing ground.

3.6 CONCRETE WASHOUT AREA.

A washout pit can be constructed either above or below grade. Above grade pits can be constructed with hay bales lined with a polyethylene liner. Below grade pits can be constructed by excavating an area, berming around three sides of the pit, and lining the pit with plastic. A minimum length and width of 10 feet is recommended, although a larger size may be needed to contain the anticipated waste based on the estimated

concrete volume to be used. The polyethylene lining should be impermeable with a 16-mil minimum thickness.

Prefabricated concrete washout containers made of vinyl or metal are available from several different vendors. The containers are usually portable, reusable, and easier to install than hay bale washout pits or excavated pits.

Washout boxes or buckets with pumps can be mounted on the back of ready-mix concrete trucks. The boxes or buckets are used to capture water from washing the chute after a pour is completed, and the wash water and solids can be returned to the ready-mix plant for recycling.

Inspect concrete washout facilities daily and after heavy rains to check for leaks and damage to the facility. If using a temporary pit, dispose of the hardened concrete on a regular basis. Washout pits should be cleaned or additional facilities should be constructed when the washout is 75% full, or there is less than 4 inches of freeboard for an aboveground facility or 1 foot of freeboard for a below grade facility.

Inspect the plastic lining of temporary pits to ensure it has not been damaged. Reline as necessary. Before heavy rains, lower the liquid level in the washout container or cover the container to avoid overflow during the storm.

3.7 PERMANENT STABILIZATION.

The following BMP's will be used when the site is final graded and ready for completion:

Mulching (BMP #52), Specification Section 329219 – Permanent

Mulching will be used to stabilize soils and reduce the velocity of stormwater runoff over an area. It will be used together with seeding and fertilizing to aid in plant growth and help retain moisture.

Topsoiling (BMP #31), Specification Section 311413 – Permanent

Topsoil will be placed over disturbed lands to provide a suitable soil medium for vegetative growth. Topsoiling may involve bringing in soils from off site or merely replacing fertile topsoil that was stripped and stockpiled during earlier site development activities.

Seeding (BMP #32), Specification Section 329219 – Permanent

The purpose of permanent seeding is to reduce erosion and sedimentation. This practice uses prescribed perennial grasses, legumes and native shrubs or wild flowers that will hold the soils, reduce stormwater runoff, and act as a bio-filtering system on long-term basis.

The above BMP's are detailed in the Idaho Catalog of Storm Water Best Management Practices by the Department of Environmental Quality dated April 2020.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor shall be made for work required under this Section.

END SECTION

SECTION 017113

MOBILIZATION

PART 1 - GENERAL

1.1 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. In addition, mobilization shall include bond and insurance premiums required for the execution of the work under this contract.

PART 2 - PRODUCTS

2.1 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, SPCD and CSPP. These notices must remain posted until final acceptance of the work by the Owner.

PART 3 - EXECUTION

3.1 Description: Mobilization shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or cost incurred before beginning production work on contract items. Mobilization shall include obtaining all permits, insurance and bonds; moving equipment onto the site; furnishing and erecting plants, temporary buildings and other construction facilities all as required for the proper performance and completion of the work. Such work shall include but not be limited to the following principal items:

1. Prepare Contractor's staging and storage area.
2. Moving plant, materials and equipment onto the site (if required).
3. Develop water supply.
4. Provide on-site sanitary facilities as required.
5. Provide field offices, as required. No field office is required for Engineers.
6. Obtain all required permits.
7. Submit all required insurance certificates and bonds.
8. Post all required health and safety and labor notices.
9. Project fencing and gate(s).
10. Security fencing and gate(s).
11. Acquire airport security badging for project supervisor and other personnel through Airport Manager's office.
12. Communications (phone) for project communication (cell phone is adequate).

3.2 Excluded Items. Not included in mobilization are expendable supplies such as fuel, lubricants, spare parts and materials which become a part of permanent physical features constructed as part of this contract.

3.3 Supplier and Subcontractor Requirements. Mobilization for all subcontracted or supplied work shall be included in the contract bid by the Contractor.

3.4 Install Job Board. These listed notices must remain posted until final acceptance of the work by the Owner.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for the work required under this Section.

PART 5 - 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

EOC-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 SECTION

SECTION 017123

CONTRACTOR FURNISHED CONSTRUCTION SURVEYING AND STAKING

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. **Work included:** This specification describes the Contractor's responsibilities for surveying and field engineering necessary to construct the work. The work shall consist of staking lines and grades for fences, manholes, inlets, electrical duct, lighting, signage, striping, excavation, structural fill, shoulders, subbase, base, pavement, and pavement markings. It shall also include remeasurement or reestablishment work as required, should the Engineer determine that any portion of the work does not conform with line, grade and/or dimensions shown on the plans or as directed by the Engineer.
- B. **Surveyor Qualifications for Construction Staking:** All surveying and construction staking shall be under the direction and supervision of a qualified Surveyor with knowledge of construction surveying and volumetric calculation for the work described in this specification. The standard of care and knowledge of the surveyor shall be that of a licensed surveyor. Being licensed as a surveyor in the State of Idaho is not required nor is it a prerequisite for construction staking. The Contractor shall submit the surveyors' qualifications, as well as evidence of the surveyors' competency to the Engineer for review and comment at the Pre-Construction conference and prior to commencing any surveying or staking activities at the site.
- C. **Surveyor Qualifications for Survey Control:** Utilization of a State Licensed Land Surveyor is required for establishing control for construction surveys.
- D. **Automatic Grade Control.** Equipment with millimeter accuracy GPS or robotic total station automated grade controls may be used for shaping, grading and finishing subgrade, subbase or base course as an alternative to setting finishing stakes or hubs. The Contractor shall submit the proposed automatic grading system to the Engineer. Only automatic grading systems accepted by the Engineer may be used. The Contractor shall be responsible to meet all grade accuracy requirements of the specifications.
- E. **Related Work:**
 - 1. Federal Aviation Administration General Provisions, Specification Section 007002, Article 50-06.

PART 2 - PRODUCTS

2.1 MATERIALS AND INFORMATION – OWNER.

The Engineer shall provide the horizontal and vertical control points described below for the Contractor's Surveyor to establish all beginning control points needed to construct

the facilities identified in these specifications and drawings. The locations of control points are indicated on the Construction Layout Plan. Any additional base lines or control points other than those specifically described will be the responsibility of the Contractor.

2.2 MATERIALS AND INFORMATION - CONTRACTOR'S SURVEYOR.

- A. Documentation and Records:** The Surveyor shall provide all field notebooks and forms to be used for construction staking. The field notebooks and forms shall become the property of the Engineer upon completion of the work.

The Contractor shall provide copies of survey notes to the Engineer for each area of construction and for each placement of material as specified. This will allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor.

Copies of the field notebooks used for the work shall be made available to the Engineer upon request at any time during the execution of the work. Such requests may be in verbal or written form and shall be complied with immediately by the Contractor or his or her Surveyor.

- B. Material and Equipment:** The Surveyor shall furnish all stakes, surveying equipment and other devices necessary for establishing, setting, marking and maintaining the required control and reference points to construct the work. All lumber shall have the following minimum dimensions:

Hubs	1" x 2" x 8"
Stakes	1" x 2" x 16"
Lath	½" x 2" x 48"

Plastic marking, flagging and paint shall be of highly visible type supplied in the colors of red, white, blue, yellow and orange.

PART 3 - EXECUTION

3.1 ESTABLISHMENT OF SURVEY CONTROL FOR CONSTRUCTION.

- A.** Utilization of a State Licensed Land Surveyor is required for establishing control for construction surveys.
- B.** Horizontal closure accuracy of at least 1:40,000 is required.
- C.** Vertical loop closure of at least 0.03 foot per mile is required. NAVD-88 Vertical Datum must be utilized where available. It is strongly recommended that a digital level be utilized in obtaining vertical loop closure.
- D.** The construction survey must use the same primary control as used for the Design Survey.

- E. Prior to performing the initial survey, prepare a methodology statement, complete with survey equipment to be utilized and with information as to the accuracy of the equipment. The methodology statement is to be submitted to the project manager for review and approval.
- F. Secondary control monuments shall have a minimum foundation depth of 3 feet. Elevations shall be set on secondary control using the NGS style 3D monument set for project primary control. Utility locates are required prior to installing secondary control monuments.
- G. Contractor must verify his or her internal secondary control monuments a minimum of once per month by looping back into primary control.
- H. **Preconstruction Survey Requirements.**
 - 1. The Contractor's Surveyor shall field verify the location and condition of the horizontal and vertical control points identified on the Survey Control Map of the project drawings and confirm the validity of the information provided, to his or her satisfaction before construction work may proceed.
 - 2. The Contractor may choose to accept the original topography as shown on the project drawings for all work areas. The topographic survey or original topography shall be used to compute quantity calculations for items measured by the cubic yard or square yard.
 - 3. If the Contractor chooses not to accept the original topography as shown on the project drawings for all work areas, the Contractor shall complete topographic surveys of the work sites disturbed by others prior to starting work. The topographic survey or original topography shall be used to compute quantity calculations for items measured by the cubic yard or square yard.
- I. **Control Point and Topography Confirmation.** In the event of any discrepancy or disagreement with control point information provided by the Engineer, Contractor shall provide prompt notification to the Engineer for resolution of the conflict.

3.2 CONSTRUCTION STAKING.

- A. **Contractor Responsibility.** Except for the specific control points mentioned in Section 2.1, all surveying shall be provided by the Contractor at his or her expense. The Contractor (Contractor's surveyor) will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under the specifications.
- B. Surveys and survey notes must be on local coordinate system shown on the plans, based on plan stations and offsets and plan vertical control.
- C. **Surveying Control and Tolerances.** Construction staking by the Surveyor shall include all items described in Paragraph 1.1A, above, as well as any other control or elevations deemed necessary for proper control to construct the work.

The positional tolerances for staking shall conform to the following guidelines:

<u>Description</u>	<u>Vertical Tolerance</u>	<u>Horizontal Tolerance</u>
Excavation	0.02 foot±	0.5 foot±
Embankment	0.02 foot±	0.1 foot±
Subbase	0.02 foot±	0.1 foot±
Base	0.01 foot±	0.1 foot±
Slope Stakes	0.1 foot±	0.1 foot±
Paving Surfaces	0.02 foot±	N/A
Drainage and Other Structures	0.01 foot±	0.1 foot±
Electrical Lights	0.02 foot±	0.2 foot±
Fence	0.01 foot±	0.1 foot±

- D. Field Documentation Requirements.** Field notes shall be kept in a standard format on forms supplied by the Surveyor and acceptable to the Engineer. Lettering shall be at least 0.15 inch and legible from a distance of 1.5 feet. Errors shall be deleted by lining the errors out. Erasures in the field notes will not be an acceptable practice of correcting errors. After completion and acceptance of the work, the Surveyor shall submit to the Engineer all survey and design data. The Surveyor is required to maintain daily diaries detailing the work completed each day. Crew names, positions and dates shall be recorded in the field books on the beginning sheet of each day's work. All notes, including the originals, shall be signed and sealed by the licensed Surveyor and then become the property of the Engineer. Copies of all field notes and diaries shall be submitted to the Engineer on a weekly basis so that the Engineer may check them as to accuracy and method of staking.

- E. Surveyor Technician Requirements.** The Surveyor shall employ sufficient qualified personnel experienced in construction surveying to conduct the work as required. Supervision of such personnel is the responsibility of the Surveyor. The Surveyor at the expense of the Contractor shall correct any error or omission by such personnel. The Surveyor is responsible for the calculations of the grades and alignment for all staking. Any discrepancies in grade, alignment locations and/or dimensions detected by the Surveyor shall immediately be brought to the attention of the Engineer.

Major differences found between the horizontal or vertical alignment data shown on the plans and the alignment observed on the ground shall be brought to the attention of the Engineer immediately. Staking of these areas shall be deferred until the Engineer reconciles these differences. The Surveyor shall compare the staked centerline cut and fill depth with the design data. Differences exceeding one foot at any two or more consecutive points shall be reported to the Engineer for possible evaluation and correction.

- F. Construction Staking Requirements and Criteria.** All areas that are staked by the Contractor may be checked by the Engineer prior to beginning any work in the area. The Engineer may check the accuracy of the Surveyor's construction stakes, lines, grades and layouts, but will not assume responsibility for the accuracy of the final result. The Engineer may make periodic checks of the grades and alignment set by the Contractor.

In the case of error on the part of the Contractor; the Contractor's 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.

All stakes shall be legibly marked with a stake pencil that leaves a depression or a waterproof black marker. The top two inches of all slope, guard, reference, clearing and structure stakes shall be painted or marked with plastic flagging. Stakes shall be painted or marked with the following colors:

<u>TYPES OF STAKES</u>	<u>COLORS</u>
Right of Way	Yellow
Control Points	Red/White/Blue
Misc. Stakes	Red/White
Slope Stakes	White
Conduit Stakes	Orange/White
Reference Points/Easements	Orange

The Contractor and Surveyor shall maintain and protect all construction stakes and marks until the work is completed and accepted by the Engineer. In the event that the construction staking or control points are obliterated during the execution of the work the Surveyor shall establish or reestablish all construction stakes and controls points, as necessary.

Minimum Control Points

P.I.	Point of Intersection of Tangents
P.C.	Point of Curvature
P.O.C.	Point on Curve
P.T.	Point of Tangency
P.O.T.	Point on Tangent
R.P.	Reference Point
B.M.	Bench Mark
T.B.M.	Temporary Bench Mark

G. Surveying Control Items (minimum requirements).

Construction staking and layout includes but is not limited to:

1. Vertical Control: Bench marks established for the project by the Owner shall be checked and/or reestablished by the Surveyor. Bench marks falling within the clearing limits of the project shall be reset in a safe location by the Surveyor. After resetting any bench marks, a level circuit meeting the precision of the original survey shall be run to all bench marks and datum elevations computed and/or checked.
2. Horizontal Control: Centerline stakes shall be set at 50-foot intervals, (including all 100-foot stations) at significant breaks in the ground, at conduit locations, at P.C.'s and P.T.'s, points of radiuses and at

approaches. Stakes shall be marked with appropriate identification or location on the side of the stake facing the initial station on the project.

3. Cross-Sections: Cross-section measurements, original and remeasure, shall be taken at locations necessary for computing pay items that require volume calculations. This data shall be computed, checked and plotted into cross-section format using both the Engineer's design survey and remeasured section data surveyed by the Contractor's Surveyor, verified by the Engineer and signed and sealed by the Contractor's Surveyor. The purpose of these cross-sections is for measurement and payment of quantities. The Contractor's Surveyor shall compute the earthwork cut and fill volume quantities and submit these calculations to the Engineer for verification to support the respective progress payment request by the Contractor. The Engineer may retain the services of an independent survey crew to verify Contractor's survey at the Engineer's option. In case of conflict, the calculations resulting from the Engineer's survey will prevail.
4. Subgrade Stakes and Reference Stakes: Subgrade stakes shall be established at cut and fill catch points on both sides of centerline at every staked point in the centerline system. The cut or fill to subgrade, shoulder, back-of sidewalk or curb along with distance to centerline and offset distance to centerline shall be marked on the stakes and recorded in the field notebooks.
5. Each centerline station stake shall have at least one reference point on the same cross-section line as the slope stake. The stake at the reference point shall refer to the same point as the slope stake and shall be marked with sufficient information to enable reestablishment of the slope stake.
6. Finishing Stakes - Runways, Taxiways and Taxilanes and Roadways: Finishing stakes shall be set when subgrade, subbase or base course is within 0.2 foot of the final grade. The stakes shall be set to the nearest 0.01 foot of the finish grade elevation. Finishing stakes shall be required for all surfaces requiring finish grading including (but not limited to) subgrade, subbase, base courses, approaches and pavement surfaces. Finishing stakes shall be hubs placed transversely on the runway, taxiway or taxilane, or roadway template line at the centerline and at each edge of pavement. The number of hubs per station shall be as specified in paragraph 3.1.H. The finishing stakes shall be marked with guard stakes or with plastic blue top flags or chasers.

Finishing Stakes - Aprons and Parking Lots: Finishing stakes shall be set when subgrade, subbase or base course is within 0.2 foot of the final grade. The stakes shall be set to the nearest 0.01 foot of the finish grade elevation. Finishing stakes shall be required for all surfaces requiring finish grading including (but not limited to) subgrade, subbase, base courses, approaches and pavement surfaces. Finishing stakes shall be hubs placed transversely and longitudinally on the apron or parking lot template line at 25-foot intervals, in addition to centerline, flowline and at

each edge of pavement. The finishing stakes shall be marked with guard stakes or with plastic blue top flags or chasers.

7. Conduit Staking: All conduits shall be staked on 15-foot offset line at 100-foot intervals. Guard stakes shall also be set and marked with the following:
 - a. Diameter, length and type of conduit.
 - b. The vertical and horizontal distance from the hub/nail to the invert of the conduit.
 - c. Flow line grade of the conduit.

The hub shall be referenced to both horizontal and vertical control well beyond the anticipated construction limits and cut of the flow line, as necessary.

8. Curb and Gutter Staking: Curbs and gutters shall be staked with an offset hub and tack line for both line and grade. Stakes shall be placed at a maximum of 50-foot intervals for tangent lines and 25-foot intervals for curves. A guard stake shall be placed at each hub and shall be marked with both the offset distance and vertical cut or fill to the top back of curb.
9. Structures: Major structures (bridges and retaining walls) shall be staked by setting hubs and tacks with guard stakes on each side of the structural components, or as requested by the Engineer. Minor structures (headwalls, drop inlets and manholes) shall be staked by setting a hub with guard stake on each side of the culvert on line with the face or center of the structure.
10. Miscellaneous Staking: Staking will be required for location and installation of all illumination and traffic control facilities including, but not limited to: poles, conduits, boxes, traffic signs, etc.

H. Construction Staking and Layout.

Construction staking and layout includes but is not limited to:

1. Clearing and Grubbing perimeter staking.
2. Rough Grade slope stakes at 100-foot stations.
3. Drainage Swales slope stakes and flow line at 50-foot station.
4. Topsoil original ground, stockpile and excavated surfaces require a topographic survey on a 50-foot grid (approximate).
5. Subgrade blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - a. Runway - minimum 5 per station.

- b. Taxiways - minimum 3 per station.
 - c. Holding apron areas - minimum 3 per station.
 - d. Roadways - minimum 3 per station.
- 6. Base Course blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:
 - a. Runways - minimum 5 per station.
 - b. Taxiways - minimum 3 per station.
 - c. Holding apron areas - minimum 3 per station.
 - d. Roadways - minimum 3 per station.
- 7. Pavement areas:
 - a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations.
 - b. Between lifts at 25-foot stations for the following section locations:
 - i. Runways - each paving lane width.
 - ii. Taxiways - each paving lane width.
 - iii. Holding apron areas - each paving lane width.
 - iv. Roadways - minimum 3 per station.
 - c. After finish paving operations at 50-foot stations.
 - i. All paved areas. Edge of each paving lane prior to next paving lot.
 - d. Shoulder and safety area at 50-foot stations and at all break points with maximum of 50-foot offsets.
- 8. Fence Lines at 100-foot stations minimum and all terminals, gates and corners.
- 9. Electrical and Communication System locations, line and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs) pull boxes and manholes.
- 10. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
- 11. Painting and Striping layout (pinned with 1-1/2 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

12. Utilities, including trenching only. Survey line and grade control hubs at 50-foot intervals and at changes in directions or grade.
13. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (width of paving lane).
14. Additional stakes or markings shall be required at an interval to clearly define grades for subgrade and all material lifts required for the pavement structure. Additional staking and controls shall be placed as needed for construction to meet the design as required by the specifications or shown on the drawings.
15. Controls and stakes disturbed or suspected of having been disturbed shall be checked and reset by the Contractor as directed by the Engineer without additional cost to the Owner.

I. Drawings of Record.

1. Drawings. The Contractor will be furnished one complete set of prints of all of the Contract Drawings upon which the Contractor shall maintain a neat and accurate record of all contract work. The Contractor shall promptly record the as-built quantities and dimensions of all contract work as it is performed on this set of prints. At the completion of project work, the entire set of prints plus any additional drawings necessary shall be submitted to the Engineer for review and comment. The Contractor shall correct or amplify information and assist the Engineer as may be required to complete the as-built record in a manner satisfactory to the Engineer.
2. Information required. The Contractor's record shall include for example, locations of fittings, connections, service lines and manholes. Locations are to be established by three point ties to physical objects, which will remain undisturbed, where feasible. Materials and fittings used; relative placement of fittings, with dimensions; depths of conduit and location of lines or other important items which enter into structures or pass under foundation walls or paved surfaces are to be clearly defined.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor shall be made for the work required under this Section.

END SECTION

SECTION 017200
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

- 1.1 Description.** This item of work shall consist of, but is not limited to, work necessary for on the project to provide record documents.

PART 2 - PRODUCTS

- 2.1 Records.** In accordance with the General Conditions, mark set of drawings to show accurate measurements of all hidden utilities and services related to the project; record all changes of direction and locations and dimensions and elevations. Clearly mark set as "Project-Record Copy" and maintains in good condition, available at all times for inspection by the Engineer and not used for construction purposes.

PART 3 - EXECUTION

- 3.1 Description:** CD or still images of the project to record all hidden structure mechanical, electrical, sprinkler, etc. portions of the Work on a basis that records actual construction detail locations for the Owner to use as a reference. Label Coeur d'Alene Airport, SRE Building.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for the work required under this Section.

END SECTION

SECTION 017423

CLEAN-UP

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. Work Included:** Throughout the construction period and at the completion of the work, the Contractor shall maintain the project site to the standard of cleanliness described in this section.
- B. Related Work Described Elsewhere:** In addition to the general standards described in this Section, comply with all specific requirements for cleaning or clean-up as described in various sections of these specifications.

1.2 QUALITY ASSURANCE.

- A. Inspection:** The Engineer and/or the Contractor shall conduct regular inspections to verify that requirements of cleanliness are being met.
- B. Codes and Standards:** In addition to the standards described in this Section, comply with all pertinent requirements of other agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT.

Provide all required personnel, equipment, and materials needed to maintain the specified standards of cleanliness.

2.2 COMPATIBILITY OF CLEANING PRODUCTS.

Use only the cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as accepted by the Engineer.

PART 3 - EXECUTION

3.1 PAVEMENT SWEEPING.

The Contractor shall have a self-propelled power broom or vacuum truck available for the duration of the project. The Contractor shall sweep all paved areas on the work site and all public paved areas directly adjacent to the site as often as directed or as safety conditions require. Runway, taxiway, apron, taxilane and other paved surfaces shall be cleaned as frequently as necessary. The Engineer has the authority to require the Contractor to sweep or wash down paved areas as necessary.

3.2 PERIODIC CLEAN-UP.

During the performance of the required work or any related operations, the Contractor shall furnish all labor, equipment, materials and means required for clean-up. The Contractor shall also carry out proper and efficient measures wherever and as often as necessary or as directed to clean up waste, debris or spillage which has originated from his operations from causing a nuisance or safety hazard to persons or aircraft.

The Contractor shall not allow the accumulation of scrap, debris, waste material, and other items not required for construction of the project to accumulate on the work site. At least twice each month and more often if necessary, all scrap, debris, and waste material shall be collected and removed from the job site and disposed of in an appropriate disposal area.

Store all items to be used on the project in an orderly arrangement allowing maximum access. Stored materials should not impede drainage or traffic. Stored materials shall be placed and protected per the manufacturer's recommendations.

Storage of all items awaiting removal from the job-site shall be done in such a manner as to minimize fire hazard or environmental damage.

3.3 FINAL CLEAN-UP.

A. General: Prior to completion of the work, remove from the work site all tools, surplus materials, equipment, scrap, debris, and waste.

B. Site: Unless otherwise specifically directed by the Engineer, broom clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.

Graveled parking or driveway areas within or adjacent to the work site which have had excavated or other loose materials stockpiled on them shall be scraped clean down to the original surface. Replacement of gravel materials may be required to restore the surface to its original condition.

Grassed areas within or adjacent to the work site shall be scraped and raked clean to the original grass or soil level. All stones larger than 3/4 inches in diameter and other loose debris shall be picked up and removed.

C. Timing: Schedule final cleaning and clean-up to enable the Owner to accept a clean, finished project.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for work required under this specification section as the work shall be considered incidental to other contract items.

END SECTION

SECTION 017600
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 Description. This item of work shall consist of, but is not limited to, work necessary on the project to provide Operation and Maintenance Data.

PART 2 - MATERIALS

2.1 Maintenance Materials. Provide an operation instruction period for Owner's representatives and personnel following completion and initial operation of equipment and systems; instruction shall be given by manufacturer's authorized personnel, contractors' and subcontractors' foremen or superintendents for the trades involved.

2.2 Operating Instructions. Provide an operation instruction period for Owner's representatives and personnel following completion and initial operation of equipment and systems; instruction shall be given by manufacturer's authorized personnel, contractors' and subcontractors' foremen or superintendents for the trades involved.

2.3 Maintenance Instructions. Provide an operation instruction period for Owner's representatives and personnel following completion and initial operation of equipment and systems; instruction shall be given by manufacturer's authorized personnel, contractors' and subcontractors' foremen or superintendents for the trades involved.

PART 3 - EXECUTION

3.1 Description: Provide documentation and label Coeur d'Alene Airport, SRE Building.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for the work required under this Section.

END SECTION

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 13 – SNOW REMOVAL EQUIPMENT BUILDING

133000

SNOW REMOVAL EQUIPMENT BUILDING

SECTION 133000

SNOW REMOVAL EQUIPMENT BUILDING

PART 1 - GENERAL

1.1 DESCRIPTION.

The work under this section shall consist of all services and materials necessary to construct a building appropriate for storage of snow removal equipment. This document outlines the general requirements for the project only. The Contractor will be responsible to prepare a complete design for the building and submit that plan to the Owner for approval. All structural components and building footings shall be stamped and sealed by a licensed engineer in the state of Idaho.

The specification will be split into separate bid schedules for construction, items below describe one or more tasks within the bid schedules.

The building is generally described as a steel frame structure with a roof peak in the middle of the structure, concrete floor, three automated high-lift sectional vehicle access doors with bollards at access points, two personnel doors, and eight windows. The building will include electrical lighting, natural gas heaters, electrical receptacles, bathroom floor stubs, and ventilation fans. The building shall be insulated. The building is intended for storage of equipment and basic tools, plus simple maintenance. The anticipated equipment to be stored in the building consists of a John Deere 644J (or equivalent) with optional attachments of a loader bucket, 14' broom, 25' plow blade, or snow blower and/or multi-tasking piece of Snow Removal Equipment such as an MB5 (GVW 29,000 lbs front axle and 27,000 lbs rear axle) with 24-foot plow blade and 18-foot broom.

Separate bid schedules could include the following items: Utility connections required include an electrical, gas, water, and sanitary sewer service. The Contractor will be responsible for permit fees, connection fees, installation fees and coordination with the appropriate utility provides for service installation. Contractor shall provide all wire, meters, valves, gauges, piping, and fittings necessary to provide these services.

Site improvements include excavation, embankment, site grading, floor drain and sewer connection, waterline for fire hydrant and frost free, concrete building floor, and bituminous access pads. General site improvements are shown on the Plans. The Contractor will be responsible to prepare a final design of required building improvements and submit to Owner for approval prior to construction. The Engineer is providing the Site Disturbance Plans and the Owner will obtain the Kootenai County Site Disturbance Permit as well as the water and sewer line permitting.

All work shall be completed in conformance with Specification Section 007002 Federal General Provisions, 2020 version of Idaho Standards for Public Works Construction (ISPWC), Kootenai County and all other applicable building codes, as well as all manufacturers' recommendations. Specific requirements of the project are described below.

All materials and supplies used in this project must be made in the USA.

As noted in the Instructions to Bidders Section 13.13 "Each Bidder shall submit with and as a material part of his Bid a complete sketch and/or drawings of the proposed building along with detailed product information and manufacturer's literature for materials, equipment and proposed systems."

Building shall be ADA compliant.

1.2 PERMITS.

The Contractor shall provide all permits and associated fees that may be required. At project completion, the Contractor shall furnish a final certificate to the Owner showing compliance with code requirements. The Owner will obtain the Site Disturbance Permit for this project.

1.3 WARRANTY.

The Contractor's standard warranty and guarantee period shall be one year and shall commence on the date of final project acceptance by the Owner.

PART 2 - SUBMITTALS

2.1 GENERAL

All submittals, shop drawings and samples shall be provided in accordance with Specification Section 013323 Submittals, Shop Drawings and Samples.

2.2 DESIGN PLANS.

The Contractor shall submit final building design plans, to include both structural design and foundation design, life safety design, ADA design, mechanical and electrical design, to the Engineer a minimum of 30 days prior to beginning construction. All structural and footing drawings submitted shall be signed and sealed by a licensed engineer in the state of Idaho.

2.3 MATERIALS AND EQUIPMENT.

The Contractor shall submit manufacturer's literature and samples, as necessary of all materials and equipment to be used to complete the work to the Engineer a minimum of 30 days prior to beginning construction.

PART 3 - PRODUCTS

3.1 BUILDING.

The building shall be constructed using a metal frame system design with the following characteristics:

- a) Minimum exterior dimensions of the building shall be 88 feet by 94 feet.
- b) Minimum clear height inside the building shall be 23.5 feet.

- c) The building shall be designed in accordance with 2018 International Building Code (IBC). Design roof snow load shall not be less than 43.4 lbs per square foot. Design ground snow load shall not be less than 62 lbs per square foot. Design wind load shall not be less than 103 mph with Exposure Category C and Risk Category II. Seismic design shall be category D. Design frost depth shall not be less than 24 inches. Roof live loads shall be equal to 20 lbs. per square foot.
- d) Building exterior siding and roofing materials shall be 26 ga. (minimum) steel. Siding and roofing shall be factory painted to match Owner color standards. Color shall match buildings in the area, using grays, whites and creams.
- e) Interior finishes on walls shall be durable and maintenance-free and shall consist of pre-painted 29 ga. sheet steel for a minimum of 8 feet above the finished floor. Paint color shall be a factory standard white in color.
- f) Building shall be insulated to meet the minimum requirements of Kootenai County code.

Ceiling shall be a minimum of R-38. Walls shall be a minimum of R-17.

Insulation shall have white polypropylene facing faced towards the interior of the building.

- g) The building foundation shall be designed and sealed by a licensed engineer in the state of Idaho. Foundation shall be constructed for the appropriate soil conditions and design loads under applicable codes. The foundation shall be constructed so that it extends a minimum of 6 inches above the design finish grade elevations of the exterior site improvements and interior finish floor.
- h) The floor of the building shall be finished reinforced concrete. At door openings the floor shall be set back from the outside edge of the stem wall to allow approach pads to bear on stem wall as well. Concrete floor shall be an 8-inch thick concrete with #4 reinforcement at 12-inches on center. At construction joints provide 1" diameter by 1'-4" OC dowels. Construction and contraction joints shall be installed as necessary to achieve a maximum panel dimension of 12.5-feet and a maximum length width ratio of 1.25. All joints shall be widened and sealed with DOW Corning 890-SL or approved equal. Depth of base course under concrete is a minimum of 4-inches. Vapor barrier shall be installed below the concrete floor.
- i) Floor shall be sloped to drain toward the interior floor drains. Minimum floor slope shall be 0.4% or as noted on the site plan.

If the concrete floor bid schedule is not awarded, the gravel floor surface shall drain towards the vehicle doors at 1%.

- j) Roof pitch shall drain toward the vehicle doors. Roof shall include full length snow guards spaced per manufacturers recommendations. Edge of roof shall have 2-foot eaves with soffit and fascia on all sides of the building roof.

3.2 DOORS AND WINDOWS.

Three powered sectional vehicle access doors shall be provided. The sectional doors shall be insulated with a minimum R-Value of 15. The doors shall be not less than the widths shown on the plans and have a clear opening of at least 16-feet in height. High lift interior height shall be a minimum of 23.5-feet. Commercial grade powered door operators shall be provided, sized and rated to operate the proposed door in an industrial setting. Remote controls and switches inside the building shall be provided. Doors shall include one row of windows across the full span of the door located at approximate operator height inside a vehicle. The doors shall include a manual override option, weather stripping, and an electric eye override safety feature. Each powered door shall be on its own circuit.

Two personnel door shall be provided to provide pedestrian access to the building. Door and frame shall be of steel construction, insulated to meet the requirements of Kootenai County code or a minimum R-Value of 10, and designed for the proposed application. Hardware shall be lockable and designed and rated for industrial use with push bar exit.

Eight windows shall be installed at locations to be approved by the Owner along the gable ends. Windows shall be vinyl and be at least 24 by 48 inches in size. Preferred window locations are split evenly along the east and west walls at a minimum of 20 feet from the finished floor. Windows shall be double pane style and supported with structural framing. The minimum R value for the windows shall be R-1.

Doors, windows, door trim and window trim shall be white in color.

3.3 HEATING AND VENTILATION.

Louvered ventilation vents shall be installed at both gable ends of the building to facilitate ventilation as needed. An electric ventilation fan shall be sized and provided to exhaust air from the building for vehicle maintenance. This fan shall be thermostatically controlled, with a manual switch to operate the fan when desired.

A natural gas heating system shall be provided. The heating system shall consist of four new ceiling suspended unit heaters designed to maintain the building temperature so that snow will melt from equipment and attachments. The building is not anticipated to be used for maintenance or extended occupancy, and the unit heaters need not be designed to maintain the temperature at "room temperature" but at a 50-degree Fahrenheit minimum temperature. The Contractor shall coordinate natural gas extension, meter and service to the building. Contractor shall complete all coordination, design, permits, and fees for natural gas installation for heating.

3.4 LIGHTING AND OUTLETS.

Interior lighting shall consist of a minimum of four rows of LED or other approved lighting spaced evenly and oriented perpendicular to the powered doors, and eight flood lights ceiling mounted. Lighting shall be designed to provide adequate light in the building to perform basic maintenance tasks, connect and disconnect equipment attachments, etc.

The fixture shall be a rectangular industrial high bay LED pendant-stem mounted, Metalux OHB-HE series, Lithonia IBG series, HE Williams GH series, Delviro Energy Airflex 4, Day-Brite FBX series, Columbia PEL series or equivalent and made in the USA. The lamp

shall be approximately 150W/4000K/20,000-30,000L and 277V. The fixture shall feature tempered glass lens, medium distribution, 0-10V dimming, 5-year warranty. The ballast shall be integral driver.

Exterior lighting shall consist of a minimum of one full cut-off wall mounted light over each door opening. The light above the door shall be LED Area Light using approximately 25-28 W/4000 K/3000-3200 LM rated for outdoor use. A photocell shall be provided to operate the exterior lights from dusk to dawn. The light over each door shall include a manual override switch at the inside west personnel entrance.

Lighting switches shall be provided as follows:

- One switch per bank of overhead lighting at personnel door entrances and a separate switch at the west vehicle door entrance.
- Exterior flood light override switch for the vehicle doors at the entrance.
- One switch for each wall configuration of interior flood lights at personnel door.

A minimum of eight interior 110V electrical outlets shall be provided and installed. A minimum of three exterior 110V outlets shall be provided and installed. A minimum of four interior 220V electrical outlets shall be provided and installed. Electrical circuits shall be sized accordingly to accommodate maintenance equipment, block heaters, or similar equipment. No more than two outlets shall be on each circuit. Outlets shall be evenly spaced throughout the building layout.

The electrical breaker panel shall be located on the interior of the building.

3.5 CONCRETE.

All concrete for the building foundation, floor and access pad shall be in accordance with ISPWC Section 703. All concrete reinforcement for the building foundation and floor shall be in accordance with ISPWC Section 702, Concrete Reinforcement.

3.6 CRUSHED AGGREGATE.

Crushed aggregate for the building foundation, floor and access pad shall be 3/4-inch Type I per ISPWC Section 802. Crushed Aggregate/Fill Aggregate for finishing around the building and concrete pad is available on-site.

3.7 PLUMBING.

Water utility shall be extended to the proposed building from the existing main as shown on the plans and one spigot shall be installed on the exterior of the building near the southwest corner.

Future water and sanitary sewer service stubs shall be provided on the northwest corner of the building at a location determined by the Owner.

3.8 INTERIOR FLOOR DRAIN.

Floor drain shall be traffic rated to accommodate weight of equipment planned for the building. Trench drain shall be rated for 30,000 lb axle weight of snow removal equipment.

Trench drain shall consist of 12-inch wide by length heavy duty ductile iron grate – Class C. The trench drain shall outfall to a 4-inch sewer pipe with an adjustable cast iron clean out housing at the bend.

Floor drain shall include an oil/water separator and shall outlet to the sanitary sewer system as shown on the plans. The sanitary sewer shall include a capped stub for future building restroom. System shall be installed as required by City of Hayden and City of Coeur d'Alene Standards.

3.9 FIRE PROTECTION.

Building shall include heat-activated fire detectors and smoke detectors, placed at strategic locations throughout the building in accordance with the latest National Fire Protection Association (NFPA) regulations and local building codes.

Fire extinguishers shall be provided in accordance with local building codes.

3.10 WATER LINE.

Building shall have a water line extended for fire hydrant and future stubs. Water distribution for the site and building shall meet ISPWC section 401. All valves shall meet ISPWC section 402. All hydrants shall meet ISPWC 403. All water services and meters shall meet ISPWC section 404. Trench excavation, foundation stabilization, pipe bedding and trench backfill for the installation of water utilities shall meet ISPWC sections 301, 304, 305 and 306 respectively.

3.11 PREPARATION REMOVAL OF EXISTING PAVEMENTS.

The existing pavement required to be removed shall be removed per section 201, part 1.1.B.1 of the ISPWC.

3.12 DEWATERING AND COMPACTION WATERING.

All dewatering and compaction watering for the building foundation, floor and access pad, earthwork or paving preparation shall be in accordance with ISPWC Sections 204 and 205.

3.13 SUBBASE COURSE.

Subbase Course aggregate for the access pads and aprons shall be 3-inch minus per ISPWC Section 801 - Uncrushed Aggregate.

3.14 ASPHALT PAVING.

Asphalt paving for the access pads and aprons shall be 1/2-inch minus crushed aggregate material meeting the requirements of Section 703 of the ITD Standard Specifications for Highway Construction for SP3 Mixes. A maximum nominal size 1/2-inch mix shall be used for all pavement on this project.

Asphalt binder shall conform to PG 64-28 under the ASTM D6373 or AASHTO M320 binder designation.

Asphalt paving will be constructed and tested in accordance with Section 810 - Plant Mix Pavement in ISPWC.

3.15 SANITARY SEWERS.

Building sanitary sewers shall meet ISPWC section 501 and 504. All sanitary cleanouts shall meet ISPWC section 503. Trench excavation, foundation stabilization, pipe bedding and trench backfill for the installation of sanitary utilities shall meet ISPWC sections 301, 304, 305 and 306 respectively.

3.16 PIPE FOR STORM DRAINS AND CULVERTS.

Dry wells installed shall meet local standards and ISPWC section 602.

3.17 BOLLARDS.

Bollards shall be installed inside and outside the building at the vehicular doors as shown on the plans.

PART 4 - EXECUTION

4.1 GENERAL.

Prior to all work of this Section, the Contractor shall become thoroughly familiar with the site, the site conditions and all portions of the work contained within this Section. The Contractor shall be responsible for removing and disposing of all items associated with demolition. All materials removed by the Contractor shall become the property of the Contractor. The Contractor shall be responsible for disposing of removed materials at an off-site disposal area.

4.2 BUILDING LAYOUT.

Prior to construction, the Contractor stake a baseline for use in constructing the building. The Owner and Engineer will review this baseline and accept it, prior to beginning construction. This baseline will establish the location of building corners, utility connections, etc. Once established, no changes to the baseline are permitted without approval from the Engineer and Owner.

4.3 UTILITIES.

The Contractor shall be responsible for coordination of all work associated with utility services and installation for the project. It is anticipated that all utility connections will be completed by the utility companies. Any materials, miscellaneous service lines and materials, or other utility features in which the utility company will not install, shall be provided by the Contractor. The Owner will pay for the power and gas extension and to provide a new power transformer.

4.4 EXCAVATION.

The building site shall be prepared for construction by excavating an area for the foundation; and compacting the building subgrade for construction of crushed aggregate, foundation and floor. The site adjacent to the building shall be graded to drain away from the building. Site excavation, preparation and compaction shall be completed in accordance with ISPWC Section 202, Excavation and Embankment. Excavation, preparation and compaction under the building foundation shall be completed in accordance with ISPWC Section 204, Structural Excavation and Backfill.

4.5 ACCESS PADS.

Concrete access pads shall be constructed at each pedestrian entrance to the building, as shown on the site plan. The pads shall be finished concrete, at least six inches thick with reinforcement (#4 at 18 inches on-center, additional bar ran diagonally at all re-entrant corners). Concrete pad shall be constructed on a compacted base of 3/4"-minus crushed aggregate, not less than four inches thick. An expansion joint consisting of asphalt fiber board shall be installed at the junction of the access pad and building floor. Additional construction/contraction joints shall be installed as necessary to achieve a maximum panel dimension of 12.5 feet and a maximum length/width ratio of 1.25. All joints shall be widened and sealed with DOW Corning 890-SL or approved equal. Pad shall be sloped to drain away from building.

4.6 ACCESS APRONS OR APPROACHES.

Asphalt access aprons or approaches shall be constructed at vehicle entrance to the building, as shown on the site plans. The aprons shall be at least 4-inches of asphalt over 4-inches of crushed base course and 12-inches of uncrushed aggregate. To construct access aprons, asphalt tie in locations shall be sawcut at match point. Access aprons shall be regraded and compacted in accordance with ISPWC Section 802 – Crushed Aggregate.

4.7 ELECTRICAL.

Electrical service shall be provided to the building to supply needed power. The Contractor shall be responsible for all coordination with utility providers, applications, permits and fees for a new electrical service to the building. It is anticipated that the electrical service will be provided from the new transformer on the airport as shown on the drawings near the proposed building site. This service will include a panel and meter base for service extension into the building.

4.8 EXISTING DRYWELLS, MANHOLES AND OTHER STRUCTURES.

Existing drain inlets, manholes, or other structures not identified on the site plan shall be retained and protected throughout construction.

4.9 SITE PROTECTION AND SECURITY.

It shall be the responsibility of the Contractor to maintain a secure and safe working environment within the limits of construction, continuously throughout the duration of the project.

PART 5 - MEASUREMENT AND PAYMENT

5.1 BUILDING.

A single lump sum payment will be made for all elements of the basic building to include: mobilization, excavation, embankment, site preparation, building frame, siding, doors, personnel door access pads, roofing, insulation, interior finishes, bollards, gravel floor, water and sanitary sewer service stubs, utility trenching, electrical service, electrical outlets, lighting, gas service, gas heaters, louver exhaust fans, drywells, topsoiling, seeding, and all other tasks not specifically mentioned below.

5.2 PAVING OF APPROACHES AND ASPHALT PATCH

A single lump sum payment will be made for all elements of this item to include: pavement access, pavement saw cutting, pavement removal, crushed aggregate, asphalt, and all other tasks not specifically mentioned below.

5.3 SANITARY SEWER EXTENSION, OIL/WATER SEPARATOR, CONCRETE FLOOR, FLOOR DRAIN

A single lump sum payment will be made for all elements of this item to include: floor slab with reinforcement, utility coordination, sewer extension, floor drain, fittings, clean-outs, oil/water separator, trenching, pipe, imported bedding, backfill, and all other tasks not specifically mentioned below.

5.4 WATER IMPROVEMENTS

A single lump sum payment will be made for all elements of this item to include: utility coordination, improvements for fire hydrant, pipe main extension, fittings, valves, spigot, thrust blocks, trenching, imported bedding, backfill, testing, and all other tasks not specifically mentioned.

5.5 WINDOWS

A single lump sum payment will be made for all elements of this item to include: windows, window trim, window framing, and all other tasks related to the installation of the window item.

5.6 OTHER ITEMS.

No measurement for payment shall be made for any other items of work necessary to complete the project. All other items will be considered incidental to the building work item.

END SECTION

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 31 – EARTHWORK

311413 T-905 Topsoiling

SECTION 311413

TOPSOIL

PART 1 - DESCRIPTION

1.1 DESCRIPTION.

This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Resident Project Representative (RPR).

PART 2 - MATERIALS

2.1 TOPSOIL.

Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 1.5% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 μ m) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

2.2 INSPECTION AND TESTS.

Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 2.1.

Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take

representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 2.1.

PART 3 - CONSTRUCTION METHODS

3.1 GENERAL.

Areas to be topsoiled are shown on the plans. Topsoil is not available on site. The topsoil shall be placed to a nominal thickness as shown on the plans. Areas to be topsoiled are shown on the plans. If stockpiling topsoil is necessary, the exact locations of stockpiles will be determined in the field.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

3.2 PREPARING THE GROUND SURFACE.

Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

3.3 OBTAINING TOPSOIL.

Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

3.4 PLACING TOPSOIL.

The topsoil shall be evenly spread on the prepared areas to a uniform depth of 3 inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turving operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. The Contractor shall employ mechanical rock picking equipment to remove all stones or rocks 2 inches or more in diameter, rock picking by hand will not be allowed, except for random rocks may be removed by hand. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

All stones, rocks, roots, litter, and foreign matter shall be disposed of offsite by the Contractor.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement for payment will be made for topsoil, as it shall be considered incidental to other items.

PART 5 - REFERENCES

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

ASTM International (ASTM)

ASTM C117 Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by

END SECTION

**COEUR D'ALENE AIRPORT
HAYDEN, IDAHO**

**SNOW REMOVAL EQUIPMENT BUILDING
FAA/AIP Project No. 3-16-0010-0XX-2022
June 2022**

DIVISION 32 – EXTERIOR IMPROVEMENTS

329113	Mulching
329219	Seeding

SECTION 329113

MULCHING

PART 1 – GENERAL

1.1 DESCRIPTION. This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

PART 2 - MATERIALS

2.1 MULCH MATERIAL. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farmland, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

b. Asphalt binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.

2.2 VERIFICATION. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

PART 3 – CONSTRUCTION METHODS

3.1 MULCHING. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

3.2 SECURING MULCH. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

3.3 CARE AND REPAIR.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for work required under this specification section as the work shall be considered incidental to other contract items.

PART 5 - REFERENCES

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

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF SECTION

SECTION 329219

SEEDING

PART 1 - GENERAL

1.1 DESCRIPTION. This item shall consist of soil preparation, seeding the areas shown on the plans or as directed by the RPR in accordance with these specifications.

PART 2 - MATERIALS

2.1 SEED. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

A. Dry Land Seed Areas shall be applied as follows:

Dry Land Seed Properties and Rate of Application

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
Sheep Fescue	94	88	70
Canada Blue Grass	94	88	40
Hard Fescue	94	88	35
Chewings Fescue	94	88	55

Seeding shall be performed during the period between **October 1** and November 15 inclusive, unless otherwise approved by the RPR.

B. Turf Lawn Seed. Provide fresh, clean, dry, new-crop seed to comply with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

Blend shall consist of:

80% Kentucky Bluegrass varieties (2 or 3 blended varieties)
20% Perennial Ryegrass

Seeding rate is 5 lb/1000 sft.

Seeding shall be done between April 1st and May 31st; or between September 1st and October 15th. Midsummer seedings may take place, if adequate water is available to induce germination and maintain seedling growth during warm, dry weather. Water shall be applied in small amounts several times a day to maintain a moist surface. Precautions should be taken to avoid pooling and saturation of the soil.

2.2 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be a combination of nitrogen and phosphorous commercial fertilizer and shall be spread at the rate of 20 pounds of Nitrogen and 35 pounds of Phosphorous per acre.

2.3 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

PART 3 – CONSTRUCTION METHODS

3.1 ADVANCE PREPARATION AND CLEAN-UP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be

broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

3.2 DRY APPLICATION METHOD. Not Used.

3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment to the Contractor will be made for work required under this specification section as the work shall be considered incidental to other contract items.

PART 5 - REFERENCES

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

ASTM C602 Standard Specification for Agricultural Liming Materials

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

END SECTION