

PREPARED BY

**Mead
& Hunt**



BISHOP INTERNATIONAL AIRPORT AUTHORITY SIGNAGE AND WAYFINDING

PROJECT MANUAL

Issued for Bids

October 28, 2025



**FLINT BISHOP
AIRPORT**

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SEALS PAGE

Project Information

Project Name:	FNT Signage and Wayfinding
Project Number:	2715900-230638.01
Location:	Bishop International Airport
	Flint, MI
Date of Issue:	October 28, 2025

Design Professional

Discipline: Architecture	Seal: 
Name: John Paul Minear, AIA	
Title: Professional Architect – MI	
Contact Information: Mead & Hunt, Inc. 39111 Six Mile Road, Suite 126 Livonia, MI 48152 (734) 412-7746 (608) 443-0459 jp.minear@meadhunt.com	

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SECTION 000102 - PROJECT INFORMATION

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project Name: FNT Signage and Wayfinding, located at: Bishop International Airport, 3425 West Bristol Road, Flint, Michigan 48507.
- B. Architect's Project Number: 2715900-230638.01.
- C. The Owner, hereinafter referred to as Owner: Bishop International Airport Authority
- D. Owner's Project Manager: Christopher Yeates, AAE.
 - 1. Phone/Fax: (810) 235-6560.
 - 2. E-mail: cyeates@bishopairport.org.

1.2 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

1.3 PROJECT DESCRIPTION

- A. Summary Project Description: Replacement and upgrades of airport terminal signage.
- B. Contract Scope: Construction, demolition, renovation, and construction financing.
- C. Contract Terms: Lump sum (fixed price, stipulated sum).

1.4 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect: Mead & Hunt, Inc..
 - 1. Address: 2440 Deming Way.
 - 2. City, State, Zip: Middleton, Wisconsin 53562.
 - 3. Phone/Fax: 608-443-0459.
 - 4. E-mail: JP.Minear@meadhunt.com.

1.5 PROCUREMENT TIMETABLE

- A. Mandatory Pre-Bid Briefing: November 5, 2025, at 10:00 a.m. (local time) at:
James A. Sharp Conference Room
Bishop International Airport
G-3425 West Bristol Road
Flint, Michigan 48507-3183.
- B. Pre-Bid Site Tour: November 5, 2025, immediately following the Pre-Bid Briefing.
- C. Last Request for Substitution Due: 7 days prior to due date of bids

- D. Last Request for Information Due: 7 days prior to due date of bids.
- E. Bid Due Date: Tuesday, November 25, 2025, before 11:00 AM. local time.
- F. Bid Opening: Same day, 11 AM local time.
- G. Bids May Not Be Withdrawn Until: 60 days after due date.
- H. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.6 PROCUREMENT DOCUMENTS

- A. Digital (pdf format) proposal form, specifications, and other contract documents may be downloaded for an on-line non-refundable payment of \$22 through Mead and Hunt, Inc. website (www.meadhunt.com) under “electronic ebids.” Input questcdn ebid doc number 9914870 to access the documents for this project.
- B. Please contact questcdn.com at 952-233-1632 or infoquestcdn.com for assistance in free membership registration, downloading, and working with this digital information. No paper plans and specifications will be provided.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 000102

SECTION 000103 - PROJECT DIRECTORY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.2 OWNER:

- A. Name: Bishop International Airport Authority
 - 1. Address Line 1: 3425 West Bristol Road.
 - 2. City: Flint.
 - 3. State: Michigan.
 - 4. Zip Code: 48507.
 - 5. Telephone: 810-235-6560.
- B. Primary Contact: All correspondence from the Contractor to the Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at the preconstruction meeting.
 - 1. Title: Chief Operating Officer.
 - 2. Name: Christopher Yeates.
 - 3. Email: cyeates@bishopairport.org.

1.3 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Company Name: Mead & Hunt, Inc.
 - a. Address Line 1: 2440 Deming Way.
 - b. City: Middleton.
 - c. State: Wisconsin.
 - d. Zip Code: 53562.
 - e. Telephone: 608-443-0459.
 - 2. Primary Contact:
 - a. Title: Senior Aviation Project Manager.
 - b. Name: John Paul (JP) Minear.
 - c. Email: JP.Minear@meadhunt.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 000103

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SECTION 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the following Sheet Index and the Index of Drawings page of the separately bound drawing set titled "FNT Sign and Wayfinding" dated October 21, 2025 as modified by subsequent Addenda and Contract modifications.

FNT TERMINAL RESTROOMS UPGRADES: Following Sheet Index**SHEET INDEX****GENERAL**

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G-103	SIGN DETAILS
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G-200	LOCATION PLAN - ROOM SIGNS - FLOOR 1 - SECTOR 1
G-201	LOCATION PLAN - ROOM SIGNS - FLOOR 1 - SECTOR 2
G-202	LOCATION PLAN - ROOM SIGNS - FLOOR 1 - SECTOR 3
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G-206	LOCATION PLAN - WAYFINDING - FLOOR 1 - SECTOR 1
G-207	LOCATION PLAN - WAYFINDING - FLOOR 1 - SECTOR 3
G-208	LOCATION PLAN - WAYFINDING - FLOOR 2 - SECTOR 1
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G-301	MESSAGE SCHEDULE
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G-318	MESSAGE SCHEDULE
G-319	MESSAGE SCHEDULE
G-320	MESSAGE SCHEDULE
G-321	MESSAGE SCHEDULE

END OF SECTION 000115

SECTION 001113 - ADVERTISEMENT FOR BIDS

FROM:

1.1 THE Owner (HEREINAFTER REFERRED TO AS Owner):

- A. Bishop International Airport Authority
- B. Address:
3425 West Bristol Road
Flint, Michigan 48507

1.2 AND THE Architect (HEREINAFTER REFERRED TO AS Architect):

- A. Mead & Hunt, Inc.
- B. Address:
2440 Deming Way
Middleton, Wisconsin 53562

1.3 DATE: October 28, 2025

1.4 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at:
3425 West Bristol Road
Flint, Michigan 48507

Before 11:00 am local time on the 18th day of November, 2025, for:

- B. Project: FNT Signage and Wayfinding
- C. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- D. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- E. The Owner reserves the right to accept or reject any or all offers.

1.5 DOCUMENTS

- A. Digital (pdf format) proposal form, specifications, and other contract documents may be downloaded for an on-line non-refundable payment of \$22 through Mead and Hunt, Inc. website (www.meadhunt.com) under "electronic ebids." Input questcdn ebiddoc number 9914870 to access the documents for this project.
- B. Please contact questcdn.com at 952-233-1632 or infoquestcdn.com for assistance in free membership registration, downloading, and working with this digital information. No paper plans and specifications will be provided.

END OF SECTION 001113

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DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- A. This project is to be financed by the Bishop International Airport Authority (BIAA), the Michigan Department of Transportation Office of Aeronautics (AERO), and the Federal Aviation Administration (FAA). Award of Contract is subject to the approval of these agencies, and availability of funding.
- B. Compliance with Law
 - 1. The Bidder covenants and agrees that he/she and his/her agents and employees will comply with all municipal, state, and federal laws, applicable national and local codes, BIAA rules and regulations applicable to the work to be conducted under this Agreement and that he/she shall obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. BIAA rules and regulations are available on request. The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, BIAA rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility.
 - 2. Bidder certifies that all material, equipment, etc., contained in his/her proposal meets all OSHA requirements.
- C. General Bond Requirements:
 - 1. The Proposal Guaranty shall be as specified; only the Proposal Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of 5 percent (5%) of the total amount bid, made payable to the Bishop International Airport Authority. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.
 - 2. The amount of such bond or the check of the Bidder whose proposal is accepted shall be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and to furnish the required executed Contracts, Certificates of Insurance and Performance and Payment Bonds within fifteen (15) calendar days after the date of the Notice of Award and Acceptance of the proposal.
 - 3. Contract Payment and Performance Bonds shall be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavit as bound within these Contract Documents are acceptable.
- D. Insurance Requirements:
 - 1. Insurance requirements shall be as specified in Special Conditions, Section 2, herein.

PART 2 - NONDISCRIMINATION

- A. The Equal Employment Opportunity Report Statement, Certification of Nonsegregated Facilities, Equal Opportunity Clause, and all other EEO requirements shall be included in all nonexempt subcontracts entered into by the Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No Subcontract shall be awarded to a noncomplying Subcontractor.
- B. Affirmative Action: If the Contract is an aviation-related activity as defined in 14 CFR Part 152, and is a Construction Contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.
- C. In addition, the Bidder will also insert in each of his/her subcontracts a clause requiring the Subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

PART 3 - QUALIFICATION OF BIDDERS

- A. Qualification of Bidders shall be as described in the Proposal Forms herein.

PART 4 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. DBE Obligation: The DBE goal for this project shall be as described in the Proposal Forms herein. Bidder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contract. Bidder shall comply with all DBE regulations contained in the Mandatory Contract Provisions.

PART 5 - MINIMUM WAGE RATES

- A. Davis Bacon requirements are a part of this Contract.
- B. Certified weekly payrolls covering the contractor's and all subcontractor's work forces shall be submitted to the Project Engineer.

- C. All payrolls submitted shall identify minority and female employees by preceding the name with an ethnic code notation. Ethnic code groups are (B) Black, (H) Hispanic, (NA) American Indian or Alaskan Eskimo and (A) Asian or Pacific Islander. Use (F) for female.
- D. All payrolls shall also identify each employee's work classification, including level, i.e., Laborer Group 1,2, etc., Operating Engineer Group 1,2, etc., Truck Driver under eight cubic yards, etc.
- E. These requirements are supplemental to other required contract provisions carried in this bid proposal.

PART 6 - EXAMINATION OF CONDITIONS AFFECTING WORK

- A. Prior to submitting a proposal, each Bidder shall examine and thoroughly familiarize themselves with all existing conditions, including all applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the project site, examine the grounds and all existing buildings, utilities, pavements, and systems, and shall ascertain all conditions that will in any manner affect work. Bidders shall ask the Architect/Engineer, in writing, for any additional information deemed necessary for them to be fully informed as to exactly what is to be expected prior to submitting a proposal.
- B. The Owner will make available during normal business hours, at its offices, record documents and drawings pertaining to Bishop International Airport. These record documents and drawings shall not be considered a part of the Contract Documents. Record documents and drawings have been maintained by the Owner solely for the Owner's own benefit, and do not necessarily indicate all existing conditions fully or accurately. Bidders shall be solely responsible for all assumptions made in reliance upon record documents and drawings.

PART 7 - INTERPRETATIONS

- A. Each Bidder shall carefully examine the plans and the Contract Documents and all Addenda or other revisions and thoroughly familiarize himself with the detailed requirements prior to submitting a proposal. Should a Bidder find discrepancies or ambiguities in, or omission from, the Contract Documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event, not later than seven days prior to receipt of bid, notify the Architect/Engineer in writing who will send written Addenda to all Bidders where necessary. Bidders shall not be entitled to rely upon any oral instructions or interpretations by the Architect/Engineer. All Addenda sent to Bidders will become a part of the Contract Documents. All written technical inquiries shall be directed to the Architect. No allowance will be made after proposals are received for oversight by Bidder.

PART 8 - SUBSTITUTIONS

- A. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

The Contractor is responsible for assuring that all supplies, Subcontractors, and vendors conform to the Contract requirements.

- B. No substitution will be considered prior to receipt of bids unless written request for approval has been submitted in the proper format not less than seven (7) days prior to the receipt of bids. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect/Engineer's decision of approval or disapproval of a proposed substitution is final.
- C. In making requests for substitutions, the Bidder shall list the particular system, product, or material he wishes to substitute, and the justification for such a request. Request submitted shall include any and all adjustments of that and any other work affected thereby.
- D. If the Architect/Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addenda. Bidders shall not rely on approvals made in any other manner.
- E. No substitutions will be considered after the receipt of bids except as specifically provided for in the Contract Documents.

PART 9 - PREPARATION AND SUBMISSION OF PROPOSAL

- A. Sealed proposals for the construction of the project generally described will be received until the time and date stated in the "Advertisement For Bids."
- B. The proposal shall be on the "Proposal Forms" provided; no other forms are acceptable.
- C. Due to the allocation of funds, successful Bidders will be required to provide verified breakdown of costs of work in a manner acceptable to the Architect/Engineer and Owner.
- D. Each proposal submitted shall be placed in a sealed opaque envelope plainly marked with the project numbers, 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, shall be enclosed in an additional envelope, and sent by registered mail with return receipt requested. The Owner will in no way be responsible for delays caused by the U.S. Postal service or any other deliverer of the proposal, or for delay caused by any other occurrence. No proposal will be considered unless received on or before the time and at the place designated in the "Advertisement For Bids." Proposals received after the specified opening time shall be returned to the Bidder unopened. The envelope shall contain the signed original.

E. Page(s)	Title
00 4200 - 5 thru 8	Proposal Forms
00 4200 - 9 thru 10	Proposal Affidavit
00 4200 - 11 thru 12	Proposal Guaranty (or Cashier's Check)
00 4200 - 13 thru 14	Surety's Bond Affidavit (on Forms Provided)
00 4200 - 15 thru 16	Equal Employment Opportunity Report Statement
00 4200 - 17 thru 18	Non-Collusion Affidavit
00 4200 - 19 thru 20	Compliance - Iran Economic Sanctions Act
00 4200 - 21	Information on Completion of Designated and Specialty Items Page

00 4200 – 22 thru 24	DBE Assurance & DBE Schedule A
00 4200 – 25 thru 28	Compliance – Buy American
00 4200 – 29 thru 30	Compliance – Tax Delinquency and Felony Convictions
00 4100 – 1 thru 2	Bid Forms

- F. The Bidder must submit his/her proposal on the forms furnished by the Owner. All blank spaces on the proposal forms must be correctly filled in where indicated. On the Bid Schedule, The Bidder must enter the unit price for each item in both words and numerals, per FAA General Provision 20-07.
- G. Proposals shall be submitted as indicated in the "Proposal Form" and shall be signed in ink by an official of the firm submitting the proposal.
- H. Erasures or other changes in a proposal shall be explained or noted over the signature of the Bidder.
- I. Proposals containing reservations, conditions, omissions, unexplained erasures or alternations, items not required in the bid or irregularities of any kind may be rejected by the Owner.
- J. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.
- K. A proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.
- L. A proposal submitted by a corporation shall be executed in the legal name of the corporation and signed by the President or Vice President. The name of each person signing the proposal shall be typed or printed below the signature.
- M. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished for the Owner's records.
- N. The Bidder must supply all the information required.
- O. The proposal must be accompanied by a Proposal Bond and Surety's Bond Affidavit executed on the forms provided or a Cashier's Check payable to the Owner in an amount equal to not less than five percent (5%) of the bid. If a Bidder withdraws its proposal within 90 days from the date on which bids are opened, or if a Bidder is awarded the Contract but fails, refuses, or neglects to execute the Contract or to furnish acceptable and required Certificates of Insurance, and Payment and Performance Bonds within 15 days after receipt of written Notice of Award and Acceptance, then the amount of this bond or check shall be paid to or retained by the Owner as liquidated damages.

END OF SECTION 002113

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SECTION 004100 BID FORMS

BISHOP INTERNATIONAL AIRPORT AUTHORITY

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

BISHOP INTERNATIONAL AIRPORT
FNT SIGNAGE and WAYFINDING
FLINT, MICHIGAN

Including Addenda_____through_____.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all of the work required to construct and complete said work in accordance with the Contract Documents, for the following sum of money:

- A. BASE BID: **Bid selection is based on Total Lump Sum Bid Only.** Bidder is required provide a Total Lump Sum cost for the Base Bid.

1. **Lump Sum Cost for Base Bid**
(in words) _____

_____Dollars

(in numbers) \$_____.

2. **Alternate Bid A.1**
(in words) _____

_____Dollars

(in numbers) \$_____.

3. **Alternate Bid A.2**
(in words) _____

_____Dollars

(in numbers) \$_____.

4. Alternate Bid B.1

(in words) _____

_____ Dollars

(in numbers) \$ _____.

5. Bidder understands and agrees that Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of 60 days from the date and time prescribed for its receiving.
6. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within 60 days after the date set for the receiving of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.
7. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

8. The names of all persons interested in the foregoing bid as principals are:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president, secretary, all directors and principal shareholders; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full)

licensed in accordance with an act for the registration of contractors, and with license number _____ in the State of Michigan.

SIGN HERE: _____
Signature of Bidder

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business address: _____

Telephone number: _____

Date of proposal: _____

END OF SECTION 004100

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SECTION 004200 - PROPOSAL FORMS

PROPOSAL SUMMARY

1.1 PROJECT IDENTIFICATION

- A. Project Identification: FNT Signage and Wayfinding, located at 3425 West Bristol Road, Flint, Michigan 48507-3183 .
- B. Proposal To: Bishop International Airport Authority.
- C. Proposal From: _____.

PARTICULARS

2.1 PROPOSER'S OBLIGATIONS AND REPRESENTATIONS

- A. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Owner in the form included in the RFP Documents to perform all Work as specified or indicated in the RFP Documents, for the Contract Price, and within the Contract Times specified in this Proposal, in accordance with all other terms and conditions of Contract Documents.
- B. The Proposal will constitute one of Contract Documents, except for provisions that contradict the requirements of the Conceptual Documents and that are not specifically accepted by the Owner by means of written Addendum prior to execution of the Agreement.
- C. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening. The Proposer will sign and deliver the required number of copies of the Agreement with any bonds and other documents required by the Instructions to Proposers within 15 days after the date of the Owner's Notice of Award.
- D. In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreement, that:
 - 1. The Proposer has examined and carefully studied the Proposal Documents.
 - a. Addendum No. ____, dated ____.
 - b. Addendum No. ____, dated ____.
 - c. Addendum No. ____, dated ____.
 - 2. The Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.
 - 3. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
 - 4. The Proposer is aware of the general nature of the work to be performed by the Owner and other at the site that relates to the work for which this Proposal is submitted.
 - 5. The Proposer has correlated the information known to the Proposers, information and observations obtained from visits to the site, reports and drawings identified in the RFP Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Conceptual Documents.

6. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the Conceptual Documents and the written resolution thereof by the Owner is acceptable to the Proposer, and the Conceptual Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.
7. This Proposal is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

2.2 CONTRACT PRICE -- THE PROPOSER WILL COMPLETE THE WORK IN ACCORDANCE WITH CONTRACT DOCUMENTS FOR THE FOLLOWING PRICE(S): (ENTER ALL COSTS IN BOTH WORDS AND FIGURES)

- A. **Base Bid Lump Sum**
(in words) _____ Dollars

(in numbers) \$ _____.
- B. **Alternate Bid A.1**
(in words) _____ Dollars

(in numbers) \$ _____.
- C. **Alternate Bid A.2**
(in words) _____ Dollars
(in numbers) \$ _____.
- D. **Alternate Bid B.1**
(in words) _____ Dollars

(in numbers) \$ _____.
- E. See Appendix A for the Signage & Graphics Bid Pricing form. Include this completed form as a part of the Lump Sum cost.

2.3 CONTRACT TIMES -- The Proposer agrees that the work will be:

- A. Completed and ready for final payment in accordance with the Agreement within the time specified in the Agreement.

2.4 MISCELLANEOUS

- A. Communications concerning this Proposal shall be directed to the address, phone number, and facsimile number of the Proposer indicated below.
- B. The terms used in this Proposal which are defined in the Conditions of the Contract have the meanings assigned to them in Contract Documents. Terms defined in the Instructions to Proposers are used with the same meanings in this Proposal.

2.5 SUBMITTED BY (Proposer to fill in all blanks)

- A. By: _____ (SEAL)
1. (Firm Name)
- B. Signature: _____
- C. _____
1. (Typed or Printed Partner or Officer's Name)
2. Notary Signature: _____
- D. Title: _____
- E. Address: _____
- F. _____
- G. Phone No.: _____ Facsimile No.: _____
- H. State of Incorporation: _____
- I. Out-of-State Corporation Business Authorization: Attached? Yes No
- J. State Contractor License No. _____
- K. Architect Registration Name/Number: _____
- L. Engineer Registration Name/Number: _____
- M. Submitted on _____ (Proposer to enter date of signature)

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SECTION 004200- PROPOSAL FORMS

TO: **Bishop International Airport Authority**
Administration Office
G-3425 W. Bristol Road
Flint, Michigan 48507-3183

PROJECT: **FNT Signage and Wayfinding**

AUTHORITY'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

Chris Yeates, AAE
(Name)

(810) 235-6560
(Telephone Number)

BIDDER: _____

BIDDER'S
ADDRESS: _____

DATE: _____

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Proposal):

(Name) (Telephone Number)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons, or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no member of the **Bishop International Airport Authority**, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this Contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that he has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

The undersigned hereby declares, as Bidder, that this Proposal is made on the behalf of

_____(CONTRACTOR)

and no others without collusion on the part of any person, firm or corporation, that he/she has examined the site of the Work, the Plans, Specifications and Form of Agreement and materials related thereto, and he/she proposes and agrees that if his/her bid as submitted in the attached Proposal schedule be accepted he/she will enter into a Contract to perform all the Work required and to complete the same within the stipulated time; and that the Bidder will accept in full payment therefore the prices named in said Proposal schedule. Said prices are to include, and cover the furnishing of all materials, except as otherwise provided in the Specifications, the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction; and the performance and completion of all the Work in the manner set forth, described and shown in the Specifications or on the drawings for the Work and in the form of agreement.

Enclosed herewith is the Proposal Guaranty in the form specified in Section 20 of the General Conditions which is submitted as a guarantee of the good faith of the Proposal. The Bidder agrees that, upon receipt of notice to award, he/she will, within 15 days, execute the Contract in accordance with the Proposal as accepted, and satisfy the Contract bonding and insurance requirements stipulated in Section 30 of the General Provisions; and that upon his/her failure or refusal to do so, the Proposal Guaranty accompanying his/her bid shall be forfeited to and become the property of the OWNER as liquidated damages for such failure or refusal.

ADDENDA

The Bidder hereby acknowledges that he/she has received the following Addenda:

<u>Addenda No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, are included in the stated bid prices. It is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

NOTE: THE BID PRICES SET FORTH ON THE ATTACHED SHEETS SHALL BE
CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT.

SIGNATURE ACKNOWLEDGES THAT: (Check One)

_____ Bid is in full compliance with the Specifications.

Signature also acknowledges that Bidder has read the Airport Authority's Purchasing Policies and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

BIDDER:

Signature

Signature

By:_____

By:_____

Title:_____

Title:_____

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PROPOSAL AFFIDAVIT

The following affidavit must be executed in order that your Proposal may be considered. STATE

OF _____)

COUNTY OF _____)

_____ of lawful age, being first duly sworn, upon his/her oath, deposes and says: That he/she executed the accompanying Proposal on behalf of the Contractor therein named, and that he/she had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having for its object the controlling of the price or amount of such Proposal or any Proposals, the limiting of the Proposal of Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the Contract or any of the subject matter of the Proposals, or of the profits thereof, and that he/she has not and will not divulge the sealed Proposal to any person whomsoever; except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

My Commission Expires:

Notary Public

Bond No. _____

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PROPOSAL GUARANTY

(Not to be filled in if a Cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Bidder, _____, as Principal, and firmly bound unto the **Bishop International Airport Authority** in the sum of _____ dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Proposal of _____ dollars (\$ _____) for the improvement of **Bishop International Airport** for a period of ninety (90) days after the date on which the bids are opened; and

2. Enters into the written contract and furnishes the required Certificates of Insurance, Payment and Performance Bonds, with Surety or Sureties acceptable to the **Bishop International Airport Authority**, within fifteen (15) days after notice that the said Proposal is accepted, then this obligation shall be void; otherwise, the same shall be in full force and the full amount of this Proposal Bond shall be paid to the **Bishop International Airport Authority** as stipulated herein as liquidated damages.

Signed this _____ day of _____, 20_____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

Principal

THE PERSON SIGNING FOR THE
PRINCIPAL SHALL, IN HIS/HER OWN
HANDWRITING, SIGN THE PRINCIPAL'S
NAME, HIS/HER OWN NAME AND
HIS/HER TITLE. WHERE THE PERSON
SIGNING FOR A CORPORATION IS
OTHER THAN THE PRESIDENT OR
VICE PRESIDENT, HE/SHE MUST FURNISH A
CORPORATE RESOLUTION SHOWING
HIS/HER AUTHORITY TO BIND THE
CORPORATION.

BY: _____

TITLE

(Affix Surety's Corporate Seal)

Surety

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SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn, deposes and says that he/she is a duly authorized (resident) (non- resident)
insurance agent, properly licensed under the laws of the State of _____,
and the State of Michigan, to represent _____ of
_____, a company authorized to make corporate surety bonds under the laws
of the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety,
he/she has signed the attached bond in the sum of (U.S. \$ _____) on
behalf of _____. To the **Bishop International Airport Authority** covering the
construction of the **FNT Signage and Wayfinding**.

Said _____ Further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in
his/her regular commission as agent or attorney-in-fact, for the execution of said bond and
that his/her commission will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

_____	_____
	SURETY
_____	_____
Michigan Resident Agent	Attorney-in-fact
_____	Acknowledgement for Attorney-in-fact
Address of Resident Agent	
_____	Sworn to and subscribed before me
Address of Bond Company	This _____ day of _____ 20 _____.
_____	Notary Public, State of _____
Phone Number	
_____	Commission Expires: _____
Fax Number	

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**EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORT STATEMENT
as Required by 41 CFR 60-1.7 (b)**

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

1. The Bidder (proposer) has () has not () developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (proposer) has () has not () participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.
3. The Bidder (proposer) has () has not () filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has () has not () submitted all compliance reports in connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of subcontracts.
5. The Bidder (Proposer) does () does not () employ fifty (50) or more employees.

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

Standard Form 100 is normally furnished to Contractors annually based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he/she may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

(Name of Bidder)

By: _____ Signature*

Title: _____

Date: _____

*Must be same signature on Bid Proposal

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NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Bidder that has submitted the attached Bid;

2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Bishop International Airport Authority or any person interested in the proposed Contract; and,

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

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

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____
County, _____.

My commission expires: _____

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**AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS
ACT MICHIGAN PUBLIC ACT 517 OF 2012**

The undersigned, as owner or authorized officer of the below named contractor (CONTRACTOR), pursuant to the compliance certification requirement by the State of Michigan, and as referenced by the Bishop International Airport Authority (the Authority) in the Request for Proposal (RFP) which you are receiving, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an "Iran linked business" as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And that in the event CONTRACTOR is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the Authority's investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____ Its: _

Date: _____

STATE OF _____ }

ss.

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____,
20____

by _____.

, Notary Public

_____ County, State of _____

My Commission expires: _____

Acting in the County of: _____

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**BISHOP INTERNATIONAL AIRPORT AUTHORITY BISHOP
INTERNATIONAL AIRPORT**

INFORMATION ON COMPLETION OF DESIGNATED AND SPECIALTY ITEMS PAGE

The contractor may sublet the item(s) of work stipulated on the DESIGNATED and SPECIALTY ITEMS page in this proposal in accordance with Section 80-01 of the GENERAL PROVISIONS FOR CONSTRUCTION OF AIRPORTS, section VII of the required provisions for Federal-Aid Contracts.

The percentage of contract work performed by a contractor's own organization shall comply with Section 80-01 of the GENERAL PROVISIONS FOR CONSTRUCTION OF AIRPORTS. Section 80-01 requires twenty-five percent (25%) performance by a contractor's own organization.

If the contractor **IS NOT** prequalified in EITHER the DESIGNATED or SPECIALTY ITEMS noted in this proposal, the contractor MUST, prior to contract award, indicate the company name and address of a prequalified subcontractor in the space provided. If such company name is provided, the contractor MUST sublet the appropriate items to the prequalified subcontractor named, **unless the subcontractor is not prequalified at the time the work is to be performed, or the subletting of the item to another prequalified subcontractor is agreed to in writing by both the contractor and the named subcontractor.**

If the contractor **IS** prequalified in EITHER the DESIGNATED or SPECIALTY ITEMS noted in this proposal and does not intend to do the work with its own forces, the contractor may indicate the company name and address of a prequalified subcontractor in the space provided. If such company name is provided, the contractor MUST sublet the appropriate items to the prequalified subcontractor named, **unless the subcontractor is not prequalified at the time the work is to be performed, or the subletting of the item to another prequalified subcontractor is agreed to in writing by both the contractor and the named subcontractor.**

If the contractor **IS** prequalified in the DESIGNATED or SPECIALTY ITEMS noted and NO subcontractor is named, any later decision to subcontract said items of work is subject to the sixty percent (60%) limitation of subcontracting.

At the time that a subcontractor is named in a bid to perform any of the DESIGNATED or SPECIALTY ITEMS, that subcontractor must be prequalified for the classification which includes the work it is to perform. In selecting a subcontractor, the prime contractor shall assure itself that the prospective subcontractor has sufficient equipment, working force, and supervision to complete the designated or specialty items to be subcontracted within the specified time limit.

It is understood and agreed that the prequalification of the subcontractor by the Department pursuant to 1933 P.A. 170 is not a guarantee or warranty of the subcontractor's ability to perform or complete the work contained herein.

**REQUIRED DBE ASSURANCE
(TO BE INCLUDED IN ALL BID PROPOSALS)**

A Disadvantaged Business Enterprise (DBE) participation goal of 0.00% (zero percent) has been established for this project.

The Bidder assures that it will not limit any Disadvantaged Business Enterprise firms from submitting proposals to other bidders.

CERTIFICATION OF BIDDER FOR THE ABOVE:

BIDDER'S NAME:

ADDRESS:

SIGNATURE:

DBE CERTIFICATION DOCUMENTATION

1. Within five (5) working days after the receipt of bids, the lowest bidder shall submit documentation identifying any DBE companies to be used to satisfy the DBE requirements for the project.
2. A company must be certified as a DBE in the Michigan Unified Certification Program in order to count toward the established DBE goal for this project. A complete directory of all currently certified firms can be found at: <http://mdotjboss.state.mi.us/UCP>
3. In the event that the Bidder does not assure that the required DBE goal will be met on the form above, Schedule A on the following page shall be submitted within two (2) working days of the bid opening, as documentation that a good faith effort was put forth to obtain the DBE goal.

**BISHOP INTERNATIONAL AIRPORT AUTHORITY BISHOP
INTERNATIONAL AIRPORT**

SCHEDULE A

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
DOCUMENTATION FORM**

This form shall be submitted within two (2) working days of the bid opening to document DBE firms surpassing the 0.00% (zero percent) participation.

1. **Announcement:** List each publication directed at DBE's in which an announcement or notification was placed and **attach a copy of each announcement from each publication.**

Name of publication: _

Address: _____

Dates of Announcement: _____

Target Audience: _____

Geographic Distribution: _____

Specific Subcontract Announced: _____

Bidder's Estimate of Approximate Dollar Value of Subcontract Announced: _____

2. **Contractor Associations:** List all majority and DBE construction contractor associations, construction supply associations, or general business associations that were notified and **attach a copy of each notification letter.**

Name and Phone Number of Association: _____

Date of Follow-Up Call: _____

Name of Caller: _____

Name of Association Representative Spoken To: _____

If no call, explain why not: _____

3. **DBE Solicitations**: List each DBE construction firm or supplier to which a letter of solicitation was sent and **attach a copy of each solicitation letter**:

DBE Company Name and Phone Number: _____

Area of DBE Expertise: _____

Date of Any Follow-Up Call and Person Spoken To: _____

4. List all DBE's from which a quotation was received and **will not** be used as a subcontractor:

DBE Company Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

5. Information concerning all subcontractors that **will be** used:

Company Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

Dates of Negotiation Meetings: _____

Place and Attendees: _____

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT**

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

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, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) 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:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) 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 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION:

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods, or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including.
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including.
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors.
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component.
- d) Completed waiver applications for each comparable bid and/or offer.

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

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**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT**

Certification of Offer/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 () 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.

END OF SECTION 00 4200

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SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM

PARTICULARS

1.1 The following is a Cost Breakdown referenced in the bid submitted by:

1.2 (Bidder) _____

1.3 TO (Owner): Bishop International Airport Authority

1.4 Dated _____ and which is an integral part of the Bid Form.

ITEM DESCRIPTIONS

END OF SECTION 004373

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SECTION 005000 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

- 1.1 Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.
- 1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT
 - A. See Section 005200 - Construction Contract for the contract to be executed.
 - B. See Section 007200 - General Conditions for the General Conditions.
 - C. See Section 007300 - Supplementary Conditions for the Supplementary Conditions.
 - D. See Section 007400 - Mandatory Contract Revisions for mandatory contract provisions.
- 1.3 FORMS
 - A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
 - B. Post-Award Certificates and Other Forms:
 - 1. Submittal Transmittal Letter Form: AIA G810.
 - 2. Certificate of Insurance Form: ACORD Certificate of Insurance 25.
 - a. Supplemental Attachment: AIA G715
 - 3. Schedule of Values Form: AIA G703.
 - 4. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
 - C. Clarification and Modification Forms:
 - 1. Request for Interpretation Form: _____.
 - 2. Substitution Request Form: CSI/CSC Form 1.5C (During the Bidding/Negotiating Stage).
 - 3. Substitution Request Form: CSI/CSC Form 13.1A (After the Bidding/Negotiating Stage).
 - 4. Architect's Supplemental Instructions Form: AIA G710.
 - 5. Construction Change Directive Form: AIA G714.
 - 6. Proposal Request Form: AIA G709.
 - 7. Change Order Form: AIA G701.
 - D. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Contractor's Affidavit of Release of Liens Form: AIA G706A
 - 3. Consent of Surety to Final Payment Form: AIA G707.
- 1.4 REFERENCE STANDARDS
 - A. AIA A305 - Contractor's Qualification Statement; 2020.
 - B. AIA G701 - Change Order; 2017.

- C. AIA G702 - Application and Certificate for Payment; 1992.
- D. AIA G703 - Continuation Sheet; 1992.
- E. AIA G704 - Certificate of Substantial Completion; 2017.
- F. AIA G706A - Contractor's Affidavit of Release of Liens; 1994.
- G. AIA G707 - Consent of Surety to Final Payment; 1994.
- H. AIA G709 - Proposal Request; 2018.
- I. AIA G715 - Supplemental Attachment for ACORD Certificate of Insurance 25; 2017.
- J. AIA G710 - Architect's Supplemental Instructions; 2017.
- K. AIA G714 - Construction Change Directive; 2017.
- L. AIA G810 - Transmittal Letter; 2001.
- M. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- N. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 005000

SECTION 005200 - AGREEMENT FORM

PART 1 GENERAL

1.1 FORM OF AGREEMENT

1.2 The Agreement to be executed is attached following this page.

1.3 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.
- C. Section 007400 - Mandatory Contract Revisions.
- D. Section 014216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**BISHOP INTERNATIONAL AIRPORT
AUTHORITY BISHOP INTERNATIONAL
AIRPORT**

CONSTRUCTION CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between

Bishop International Airport Authority
Flint, Michigan

hereinafter referred to as the "OWNER" and

hereinafter referred to as the "CONTRACTOR," witnesseth:

That for and in consideration of the payment in the amount of \$_____ to be made in accordance with the unit prices stipulated in the Proposal of the Contractor, attached, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct the certain project designated as:

Project Name: **FNT SIGNAGE and WAYFINDING**

Project Location: **Bishop International Airport, Flint, Michigan**

more specifically described in the Contract Documents and the Construction Plans, being attached hereto as fully as though copies in full herein, to the satisfaction of the project Owner and, in case the United States Government is participating in any portion of the cost of the Work, the Work shall also be subject to inspection and approval at all times by the appropriate federal agencies.

The Contractor agrees, for the consideration set forth in his/her Proposal for the Base Bid, to begin work within ten (10) calendar days after a Notice to Proceed is issued by the Owner and to complete the Work within the schedule indicated on the plans. If the Contractor shall fail to complete the Work within the time limit herein specified, he/she shall pay to the Owner, as liquidated damages, and not in the nature of a penalty, the sum of **\$1,500 for each calendar day delayed beyond the overall contract time of 180 days**. It is understood and agreed between the parties hereto that the said sum fixed as liquidated damages is reasonable in amount, considering the damages that the Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages, because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

The Contractor agrees that he/she 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; obtain at his/her expense all necessary permits; and shall protect, indemnify, and defend the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation or any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the Owner agrees to pay for the Work at the prices stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Specifications.

WITNESS OUR HANDS, this _____ day of _____, 20__.

FOR THE OWNER:

Bishop International Airport Authority

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

_____, Secretary

By: _____
(Signature)

FOR THE CONTRACTOR:

_____(Seal)
(Company Name)

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

(Signature)

* Contractor must indicate whether Corporation, Partnership, Company or Individual.

The person signing shall in his/her own handwriting sign the principal's name, his/her own name, and his/her title. Where the person signing for a corporation is other than the President or Vice President, he/she must, by affidavit, as contained herein show his/her authority to bind the corporation.

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SECTION 006100 - PERFORMANCE BOND

PERFORMANCE BOND

- 1.1 Within the time stated in the Bid Form, Contractor shall execute, as Principal, a bond jointed in by a Surety Company, of the Contractor's choice, on forms satisfactory to Owner, generally referred to as a "Performance Bond" in a penal sum equal to 100% of Contract Sum. Bond form shall be compatible with provisions of governing authorities. Contractor shall file bonds with County Court.
 - A. Use form attached following this page.
- 1.2 Bond shall remain in force for and until two years after final completion and final acceptance by the Owner of the Work.
 - A. Cost of such Bond shall not be included in the submitted bid but listed as a separate cost on a separate form. If the Owner elects to require the Bond, it will be made part of the Contract by execution of a Change Order.

END OF DOCUMENT

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT**

PERFORMANCE BOND

STATE OF _____)

Bond No. _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That _____,
as principal, hereinafter called **Contractor**, and _____, as
Surety, hereinafter called Surety, are held and firmly bound unto the **Bishop International Airport
Authority** as obligee, hereinafter called the **Owner**, in the amount of _____
Dollars (\$ _____)

for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS Contractor has by written Agreement dated _____, 20__, entered into a Contract with
Owner for the improvement of **Bishop International Airport** in accordance with all of the Contract
Documents listed in the General Provisions, Section 10 prepared for the **Bishop International Airport
Authority**, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract,
and:

NOW THEREFORE, the condition of the above obligation is such that if the said Contractor shall well and
faithfully perform the things agreed by him to be done and performed according to terms of said Contract,
then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Contractor shall well and truly perform, carry out and abide by all the terms, conditions and provisions
of said Contract and complete the Work therein specified in accordance with the terms thereof and in the
event said Contractor fails to perform said Contract as aforesaid, it shall be the duty of the Surety herein to
assume responsibility for the performance of said Contract and to complete the Work therein specified in
accordance with the terms thereof; and the Surety herein shall and does hereby agree to indemnify the Owner
and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including
reasonable attorney fees, engineering and architectural fees or other professional services which said Owner
may incur or which may accrue or be imposed upon it by reason of any negligence, default, breach and/or
misconduct on the part of said Contractor, and his/her agents, servants, Subcontractors and/or employees,
in, about, or on account of such work and performance of said Contract and shall repay to and reimburse to
the said Owner, promptly upon demand, all sums of money including reasonable attorney's, architect's,
engineer's, and other professional services, each and every, reasonably paid out or expended by the said
Owner on account of the failure and/or refusal of said Contractor to carry out, do, perform, and/or comply
with any of the terms and provisions of said Contract at the time and in the manner therein provided,
including, without limitation, the guarantee of the Work specified.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract Documents shall not affect the obligation of said Surety under this Bond.

Signed and Sealed this _____ day of _____, 20__.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL
SHALL, IN HIS/HER OWN HANDWRITING, SIGN
THE PRINCIPAL'S NAME AND HIS/HER
TITLE. WHERE THE PERSON SIGNING
FOR A CORPORATION IS OTHER THAN
THE PRESIDENT OR VICE PRESIDENT,
HE/SHE MUST FURNISH A CORPORATE
RESOLUTION SHOWING HIS/HER AUTHORITY TO
BIND THE CORPORATION.

By: _____
Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20____

Michigan Resident Agent

By: _____

Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

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**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT**

SURETY'S PERFORMANCE BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non- resident) insurance
agent, properly licensed under the laws of the State of _____,
and the State of Michigan, to represent _____ of
_____, a company authorized to make corporate performance bonds under the
laws of the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____
(U.S. \$ _____) on
behalf of _____ to the **Bishop International Airport Authority** covering
the Construction of the **FNT SIGNAGE and WAYFINDING**.

Said _____ further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for Attorney-in-Fact

Address of Bond Company

Sworn to and subscribed before me this day
of _____ 20____.

Telephone Number: _____

Notary Public, State of _____

Fax Number: _____

My Commission Expires: _____

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SECTION 006200 - PAYMENT BOND

PAYMENT BOND

- 1.1 Within the time stated in the Bid Form, Contractor shall:
 - A. Execute, as Principal, a bond jointed in by a Surety Company, of the Contractor's choice, on forms satisfactory to Owner, generally referred to as a "Labor and Material Payment Bond" in a penal sum equal to 100% of Contract Sum. Bond form shall be compatible with provisions of governing authorities. Contractor shall file bonds with County Court.
 - B. Use form attached following this page.
- 1.2 Bond shall remain in force for and until two years after final completion and final acceptance by the Owner of the Work.
- 1.3 Cost of such Bond shall not be included in the submitted bid but listed as a separate cost on a separate form. If the Owner elects to require the Bond, it will be made part of the Contract by execution of a Change Order.

END OF DOCUMENT

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT**

PAYMENT BOND

STATE OF _____)

Bond No. _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That _____,
as principal, hereinafter called **Contractor**, and _____, as
Surety, hereinafter called Surety, are held and firmly bound unto the **Bishop International Airport
Authority** as obligee, hereinafter called the **Owner**, in the amount of _____

Dollars (\$ _____) for the payment of which Contractor and Surety
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_, entered
into a Contract with Owner for the improvement of **Bishop International Airport** in accordance with all
of the Contract Documents listed in the General Provisions, Section 10 prepared for the **Bishop
International Airport Authority**, which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract, and:

WHEREAS Michigan Combined Laws (MCL) 129.201 ET.SEQ. requires the execution of a Payment Bond
under such circumstances, and further sets forth certain notice and time limitations relating to the institution
of actions against the Contractor and the Surety:

NOW THEREFORE, the condition of the above obligation is such that if the Contractor shall promptly
make payments to all persons supplying labor, material, and supplies used directly or indirectly by the
Contractor, or Subcontractor(s), in the prosecution of the Work provided for in said Contract, then this
obligation shall be void, otherwise, the same shall remain in full force and effect.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract, including the Plans and Specifications, therefore, shall not affect the obligation of said Surety
under this Bond.

Signed and Sealed this _____ day of _____, 20_.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL SHALL,
IN HIS/HER OWN HANDWRITING, SIGN
THE PRINCIPAL'S NAME AND HIS/HER

By: _____

TITLE. WHERE THE PERSON SIGNING
FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT,
HE/SHE MUST FURNISH A CORPORATE
RESOLUTION SHOWING HIS/HER AUTHORITY TO
BIND THE CORPORATION.

Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20____

Michigan Resident Agent

By: _____

Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

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**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT**

SURETY'S PAYMENT BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non- resident) insurance
agent, properly licensed under the laws of the State of _____,
and the State of Michigan, to represent _____ of
_____, a company authorized to make corporate performance bonds under the
laws of the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____
(U.S. \$ _____) on
behalf of _____ to the **Bishop International Airport Authority** covering
the Construction of the **FNT SIGNAGE and WAYFINDING**.

Said _____ further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for Attorney-in-Fact

Address of Bond Company

Sworn to and subscribed before me this day
of _____ 20____.

Telephone Number: _____

Notary Public, State of _____

Fax Number: _____

My Commission Expires: _____

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SECTION 00 7200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.1 The General Conditions applicable to this contract are attached following this page.

RELATED REQUIREMENTS

- 2.1 SECTION 007300 - Supplementary Conditions.
- 2.2 SECTION 007400 - Mandatory Contract Revisions
- 2.3 SECTION 014216 - Definitions.

END OF SECTION 007200

SECTION 00 7200-20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). An Invitation to Bid (bid advertisement) and Instruction to Bidders are included in the Bid Information section of these Bid Documents.

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

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

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

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

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

Mobilization is limited to 10 percent of the total project cost.

A pre-bid conference is required on this project 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. The time, date, and place of the meeting is included in the Bid Information section of these Bid Documents.

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

- a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

- b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c) Documented record of Contractor default under previous contracts with the Owner.
- d) Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

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

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

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

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

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

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

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

- 20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral shall be made payable to the Owner.
- 20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.
- 20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing, by fax, or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.
- 20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested people are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

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

- a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c) If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, Issuance of Proposal Forms, of this section.

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

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

END OF SECTION 007200

SECTION 00 72000-30 – AWARD AND EXECUTION OF CONTRACT

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

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

- a) If the proposal is irregular as specified in Section 20, paragraph 20-09, Irregular Proposals.
- b) If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, Disqualification of Bidders.

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

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

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

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

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

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

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

- 30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.
- 30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, Execution of Contract, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 007200-30

SECTION 00 72000-40 – SCOPE OF WORK

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, Payment for Extra Work. Extra work that is necessary for acceptable completion of the project but is not within the general

scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, Supplemental Agreement.

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

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

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

- a) It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, Limitation of Operations. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, Contractor's Responsibility for Utility Service and Facilities of Others.
- b) With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).
- c) When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets, or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 007200-40

SECTION 007200-50- CONTROL OF WORK

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

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

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

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

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

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

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

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

for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. Special Provisions are included in the Special Provisions section of these bid documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

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

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

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

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

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

- 50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

END OF SECTION: 007200-50

SECTION 00 7200-60 - CONTROL OF MATERIALS

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

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

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

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

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

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids. The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel.

Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 60-05 Engineer/ Resident Project Representative (RPR) field office. 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 007200-60

SECTION 00 7200-70 - 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 on the plans.

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

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction, or maintenance by others whether or not such work by others is listed above.

When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

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

- 70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety, and sanitary provisions.
- 70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

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

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

- 70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included in Section 5 of the Special Provisions contained herein.
- 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 indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

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

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

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

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

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

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

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

protect new tree growth and other important vegetative growth against injury.

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

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

Facility	Navigational Aids (NAVIDS)
Owner	FAA Technical Operations
Point of Contact	Greg Prenzler
Phone Number	(810) 342-7807

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. Local insurance requirements are included in Section 2 of the Special Provisions contained herein.

END OF SECTION 007200-70

SECTION 00 7200-80 - 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 within 10days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

- 80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. 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 48 hours in advance of resuming operations.

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

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

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

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

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

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided.

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

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

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

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

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

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

- 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-workdays. 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.

The maximum construction time allowed for all project phases will be the sum of the time allowed for individual schedules but not more than the total contract time. 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 007200-80

SECTION 007000-90 - 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 computation to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

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

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

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

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

Measurement and Payment Terms

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

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Term	Description
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 (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting- accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. 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.
Rental Equipment	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.

Term	Description
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

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

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

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

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

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

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

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

The Owner may decline to hold retainage from prime Contractors and require a contract clause obligating prime Contractors to make prompt and full payment of any retainage kept by prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Insert this clause if Option 2 is selected:

- a) No retainage will be held by the Owner from progress payments due the prime.
- 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 project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

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

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

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

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

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

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

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

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

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

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

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as

amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

90-10 Construction warranty.

- a) In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b) This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.
- c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- e) The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- f) If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

- g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice.
 - 2. Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and
 - 3. Enforce all warranties for the benefit of the Owner.
 - h) This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- 90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:
- a) Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
 - b) Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
 - c) Complete final cleanup in accordance with Section 40, paragraph 40-08, Final Cleanup.
 - d) Complete all punch list items identified during the Final Inspection.
 - e) Provide complete release of all claims for labor and material arising out of the Contract.
 - f) Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
 - g) When applicable per state requirements, return copies of sales tax completion forms.
 - h) Manufacturer's certifications for all items incorporated in the work.
 - i) All required record drawings, as-built drawings, or as-constructed drawings.
 - j) Project Operation and Maintenance (O&M) Manual(s).
 - k) Security for Construction Warranty.
 - l) Equipment commissioning documentation submitted, if required.

END OF SECTION 007200-90

SECTION 007300 - SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 RELATED SECTIONS

- A. Section 005000 - Contracting Forms and Supplements.
- B. Section 014216 - Definitions.

1.3 MODIFICATIONS TO GENERAL CONDITIONS

- A. The Supplementary Conditions applicable to this contract are attached following this page.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT
SUPPLEMENTARY CONDITIONS**

SECTION 1 PROJECT INFORMATION

- A. CONTRACT PROVISIONS.** The General Provisions and these Special Provisions are applicable to all divisions and sections of the Contract Documents and Specifications. It shall be the Contractor's responsibility to so inform all parties who should be bound or influenced thereby.

In the event there are discrepancies between the technical specifications, general provisions, and the special provisions, the interpretation most advantageous to the Owner shall apply.

- B. DESCRIPTION OF WORK.** The proposed Work is described in the Invitation to Bid herein.

- C. LOCATION OF THE WORK.** The site of the proposed Work is at the **Bishop International Airport**.

D. DEFINITIONS.

- 1. ADDENDA.** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
- 2. BID.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work and services to be performed.
- 3. DAY.** Unless otherwise defined shall mean "calendar" day.
- 4. DRAWINGS.** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Architect and are referred to in the Contract Documents.
- 5. ARCHITECT.** The term "Architect" in the Contract Documents means Mead & Hunt, Inc. 2440 Deming Way, Middleton, WI 53562; 608-443-0459.
- 6. FIELD ORDER.** A written order issued by the Architect which orders minor changes in the work consistent with the intent of the Contract Documents, but which does not involve a change in the Contract Price or the Contract Time.

The Architect may authorize minor changes in the work not involving an adjustment in the contract price or the contract time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and shall be binding on the Owner, and also on the Contractor who shall perform the change promptly. If the Contractor believes that a field order justifies an increase in the contract price or contract time, the Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

- 7. FURNISH or INSTALL or PROVIDE or SUPPLY.** Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the work indicated.

8. **GOOD REPAIR.** Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or efficiency of the work or improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration, or departure, and by its repair, replacement, or correction.
9. **MAY.** Permissive.
10. **REFERENCE TO TRADE OR SUBCONTRACTORS.** When only one principal contract exists for all work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or subcontractor, with whom the principal contractor may subcontract.
11. **SAMPLES.** Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship or finishes, and to establish standards by which the work will be judged.
12. **"SHALL" IMPLIED.** In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect", "comply", "apply", "submit", or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.
13. **SHALL.** Mandatory.
14. **SUBCONTRACTOR.** Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor.
15. **SUBSTANTIAL COMPLETION.** When the work is sufficiently complete so it may be safely, conveniently, and beneficially utilized by the Owner for all of the purposes for which it was intended.
16. **WILL.** Mandatory.
17. **SEDIMENT.** Soil and other debris that have eroded and have been transported by runoff water or wind.
18. **SOLID WASTES.** Rubbish, debris, and other discarded solid materials, except hazardous waste as defined in paragraph entitled, "Hazardous Waste," resulting from industrial, commercial, and agricultural operations and from community activities.
19. **RUBBISH.** Combustible and noncombustible wastes including paper, boxes, glass, crockery, metal, lumber, cans, and bones.
20. **DEBRIS.** Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, leaves, and tree trimmings.
21. **CHEMICAL WASTES.** Salts, acids, alkalis, herbicides, pesticides, and organic chemicals.

22. SEWAGE. Waste characterized as domestic sanitary sewage.

23. GARBAGE. Refuse and scraps resulting from consumption of food.

24. HAZARDOUS WASTES. Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations.

25. OILY WASTES. Petroleum products and bituminous materials.

26. HAZARDOUS MATERIALS. As defined in DOT Regulation 49 CFR 171 and listed in CFR.172.

27. HAZARDOUS SUBSTANCES. As defined in EPA PL 96-510.

E. APPLICABLE DRAWINGS. The drawings applicable to this project are included in the Index of Drawings as included herein.

F. PROPOSAL REQUIREMENTS. In addition to those herein before described items to be submitted with the Bidder's Proposal, the Bidder shall submit, with his Proposal, a list of all Subcontractors the Bidder proposes to use on the Work of this Contract.

After the Sponsor accepts the Bidder's Proposal and such Bidder is awarded a Contract, the successful Bidder may not substitute a Subcontractor listed in the Proposal without the prior written approval of the Owner. Such approval shall be obtained at least ten Calendar Days prior to the date scheduled for that Subcontractor to begin Work.

G. CONTRACTOR'S LIABILITY INSURANCE. The following provisions supplement the requirements specified in Special Provisions--Section 2.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by any one for whose acts any of them may be liable:

- 1) Claims under workmen's compensation, disability benefit and other similar employee benefits acts; Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- 2) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- 3) Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- 4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 5) General notes regarding liability:
 - a) The Comprehensive General Liability policy shall include explosion, collapse and underground (X-C-U) coverage.

- b) The Contractual Liability shall include provisions for covering the indemnity specified under Paragraph 70-11 "Responsibility for Damage Claims" of the General Provisions.
- c) Comprehensive Automobile Liability shall include owned, leased, non-owned, and hired vehicles.
- d) The Comprehensive General Liability and Automobile Liability insurance shall include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from the operations of Subcontractors, suppliers, vendors, or any person, firm or entity providing service to the Contractor.
- e) The Contractor's General Liability insurance shall include coverage to protect the Sponsor, Owner and Architect from damage resulting either directly or indirectly from acts or omissions of the Contractor to existing buildings near the Work of the Contractor under the Contract, and the contents of such buildings.
- f) Certificates of the Contractor's Comprehensive Liability insurance, Comprehensive Automobile Liability insurance and Workmen's Compensation insurance shall be furnished to the Owner prior to commencement of Work. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the Owner.
- g) Certificates of insurance shall be executed on AIA Document G705.

H. ACCESS TO THE WORK.

Access to the Work shall be via the access routes designated on the Contract Layout Plan. The Contractor shall identify access routes with suitable signs, barricades, and similar equipment. Access gates shall be locked and secured when not attended by the Contractor. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No separate payment will be made for complying with the requirements of this paragraph "Access to the Work." No other access to these Work sites will be permitted without written approval of the Architect. Contractor's vehicles and equipment, including vehicles and equipment of the Subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Architect. Contractor's vehicles, equipment and materials may be stored in the area designated on the Plans. Upon completion of the Work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No separate payment will be made for cleanup and restoration of the storage area. Personal services, such as canteen trucks, will not be permitted beyond this area and drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

I. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

1. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

2. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, or other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
4. The Contractor shall review, approve, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any other separate Contractor(s), all Shop Drawings, Product Data and Samples required by the Contract Documents.
5. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
6. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval of the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.
7. The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.
8. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittals have been approved by the Architect. All such portions of the Work shall be in accordance with approved submittals.
9. The Contractor shall not reproduce the Architect's project drawings for Shop Drawing use without written approval of the Architect.
10. The Contractor shall submit five copies, or at Architect's option, one electronic (pdf) copy and one print of all Shop Drawings required for the Work of the various trades unless greater quantities are specifically requested for certain equipment. Of these, three copies, or the electronic (pdf) copy, will be annotated as appropriate and returned to the Contractor with appropriate action indicated. By agreement with the Architect, the Contractor may submit more than the required number of copies. Receipt of less than the required number of copies will be cause for withholding the Shop Drawings from being checked until receipt of the necessary additional copies. Shop Drawings shall be forwarded to the Architect. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter" which is available from the Architect. The quantity of transmittal letters to be submitted shall be equal to the number of sets of drawings or brochures being submitted plus one. Each drawing or part of the brochure shall be listed separately on the letter and identified as indicated thereon. Failure to do this will cause rejection of the submittal. The Architect will return to the Contractor the same transmittal letter, with the Shop Drawing disposition noted thereon along with the drawings or brochures when the review is completed. The Contractor shall forward separate transmittal letters for submitting each group of Shop Drawings common to a Specification Section.
11. In checking Shop Drawings prior to submittal, the Contractor is requested to note corrections or comments on the drawings in orange pencil.

12. Drawings returned to the Contractor will be stamped "Approved," "Approved as Noted," "Returned for Corrections," or "Not Approved." Drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and Subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission. Comments and corrections by the Architect will be made in red pencil on blue or black line prints and in yellow pencil on white line prints.
13. Samples shall be submitted to the attention of Mead & Hunt, Inc. in care of JP Minear accompanied with the same transmittal letter prescribed for Shop Drawings. Checking by Contractor of samples before transmittal is required the same as for Shop Drawings.

J. PROJECT DOCUMENTATION.

1. Project Drawings: A field set of Plans and Specifications, supplied by the Contractor, shall remain on the job site at all times and shall be available at all times to the Architect.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda and Change Orders as they are issued.

Approved copies of all shop drawings and other submittals are to be kept on the job site at all times and shall be available at all times to the Architect.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval by the Architect.

2. Record Documents:

- a) Definition: Record copies are defined to include those documents or copies relating directly to performance of the Work, which Contractor is required to prepare or maintain for Owner's records, recording the Work as actually performed. In particular, record copies show changes in the Work in relation to way in which shown and specified by original Contract Documents; and show additional information of value to Owner's records, but not indicated by original Contract Documents. Record copies include newly prepared drawings (if any are specified), marked-up copies of Contract drawings, shop drawings, Specifications, addenda and Change Orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all.
- b) Record Drawings: Contractor shall maintain a set of record drawings at the job site. These shall be kept legible and current and shall be available for inspection at all times by the Architect. The Contractor shall show all changes or Work added on these record drawings in a contrasting color.
 - i. Mark-Up Procedure: During progress of the Work, maintain a white-print set (blue-line or black-line) of Contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the Work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on Contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information which was either shown schematically or omitted

from original drawings. Give particular attention to information on Work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, Change Order numbers and similar identification. Require each person preparing mark-up to initial and date mark-up and indicate name of firm. Label each sheet "PROJECT RECORD" in 1-1/2-inch high letters.

- ii. In showing changes in the Work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.
- ii. Preparation of Transparencies: In preparation for Certification of Substantial Completion on last major portion of the Work, review completed mark-up of record drawings and shop drawings with the Architect. The Architect will then proceed with preparation of a full set of corrected electronic files for Contract drawings. The Architect will date each updated drawing and label each sheet "PROJECT RECORD" in 1-1/2-inch-high letters. Printing as required herein is the responsibility of the Architect.
- iii. Copies, Distribution: Upon completion of transparency record drawings, the Architect shall prepare three blue-line or black-line prints of each drawing, regardless of whether changes and additional information were recorded thereon. The Architect shall then organize each of three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates. Mark-up set of prints maintained during the construction period shall be bound in the same manner. The Architect shall also organize transparencies into sets matching print sets, place set in a durable tube-type drawing container (with end caps) and mark end cap of each with suitable identification. The Architect will retain one copy set. At completion of project, the Architect shall submit set of mylars, with changes noted thereon, to the Owner.
- iv. Record drawings shall contain the names, addresses and phone numbers of the general Contractor and major Subcontractors.
- v. The Architect shall be the sole judge of the acceptability of the record drawings. Receipt and acceptance of the as-built drawings is a prerequisite for Final Payment.

3. Record Specifications:

- a) During progress of the Work, maintain one copy of Specifications, including addenda, Change Orders and similar modifications issued in printed form during construction, mark-up variations (of substance) in actual Work in comparison with text of Specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on Work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to the Architect for Owner's records. Label front cover "PROJECT RECORD" in 1-1/2-inch-high letters.
- b) Where manual is printed on one side of page only, mark variation on blank left-hand pages of project manual, facing printed right-hand pages containing original text affected by variation.

- 4. Record Product Data: During progress of the Work, maintain one copy of each product data submittal, and mark-up significant variations in the actual Work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of

the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related Change Orders and mark-up of record drawings and Specifications. Upon completion of mark-up, submit complete set of product data submittal to the Architect for Owner's records. Label each data submittal "PROJECT RECORD" in 1-1/2-inch-high letters.

5. Record Sample Submittal: Immediately prior to date(s) of Substantial Completion, the Architect and Owner's personnel will meet with Contractor at site and will determine if any of submitted samples maintained by Contractor during progress of the Work are to be transmitted to Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking and delivery to Owner's sample storage space. Dispose of other samples in manner specified for disposal of surplus and waste materials, unless otherwise indicated by the Architect.
6. Miscellaneous Record Submittals: Refer to other sections of these Specifications for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the Work. Immediately prior to date(s) of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Architect for Owner's records. Categories of requirements resulting in miscellaneous Work records are recognized to include, but not be limited to, the following:
 - a) Required field records on excavations, foundations underground construction, wells, and similar Work.
 - b) Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks, and manholes.
 - c) Surveys establishing lines and levels of building.
 - d) Soil treatment certification.
 - e) Inspection and Test Reports: Where not processed as shop drawings or product data.
 - f) Concrete mix design record.
 - g) Concrete block certification.
7. Project Closeout: Closeout is hereby defined to include general requirements near end of Contract time, in preparation for Final Acceptance, Final Payment, normal termination of Contract, occupancy by Owner and similar actions evidencing completion of the Work. Specific requirements for individual units or Work are specified in other sections. Time of closeout is directly related to Substantial Completion, and therefore may be a single-time period for entire Work or a series of time periods for individual parts of the Work which have been certified as Substantially Complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.
8. Prerequisites to Substantial Completion:
 - a) Prior to requesting the Architect's inspection for Certification of Substantial Completion, for either entire Work or portions thereof, complete the following and list no exceptions in request.
 - i. In progress payment request coincident with, or first following date claimed, show 100 percent completion for portion of Work claimed as "Substantially Completed," or list incomplete items, value of incompleteness and reasons for being incomplete.
 - ii. Include supporting documentation for completion as indicated in the Contract Documents.
 - iii. Submit statement showing accounting of changes to the Contract sum.
 - iv. Advise Owner of pending insurance change-over requirements.

- v. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including, where required, occupancy permits, operating certificates and similar releases.
 - vi. Deliver tools, spare parts, extra stocks of materials and similar physical items to Owner.
 - vii. Make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
 - viii. Complete start-up testing of systems, and instructions of Owner's operating- maintenance personnel. Discontinue, or change over, and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.
- b) Inspection Procedures: Upon receipt of Contractor's request, the Architect will proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, the Architect will prepare Certificate of Substantial Completion or advise Contractor of Work which must be performed prior to issuance of certificate and repeat inspection when requested and assured that Work has been substantially completed. Results of completed inspection will form initial "punch list" for Final Acceptance.

9. Prerequisites to Final Acceptance:

- a) Prior to requesting the Architects' final inspection for Certification of Final Acceptance as required by paragraph 50-15, Final Acceptance of the General Provisions, complete the following and list known exceptions in request:
- i. Submit certified copy of Architect's final punch list of itemized Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed, and dated by the Architect.
 - ii. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.
 - iii. Complete final cleaning up requirements, including touch-up of marred surfaces.
 - iv. Touch-up and otherwise repair and restore marred exposed finishes.
- b) Reinspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all punch list items to the satisfaction of the Architect and Owner within a two (2)-week period after the date of Substantial Completion. If subsequent inspections are necessary after the two-week period in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to Owner's and Architect's time shall be paid by the Contractor. When ready, the Contractor shall request in writing, a final inspection of the Work. Upon completion of reinspection, Architect will prepare a Certificate of Final Acceptance or advise Contractor of Work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, procedures will be repeated.

10. Prerequisites to Final Payment:

- a) Final Payment: Final Payment will be made after Final Acceptance of the project by the Architect and Owner upon request by the Contractor on condition that the Contractor:
 - i. Furnish properly executed complete release of lien from all material men and Subcontractors who have furnished materials or labor for the Work and submit supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - ii. Furnish Contractor's Affidavit of Release of Liens (2 copies) that all material men and Subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option, may make direct payment as provided in the appropriate Michigan statutes, as amended, to obtain complete releases of lien.
 - iii. Furnish Contractor's Affidavit of Debts and Claims (2 copies).
 - iv. Furnish required sets of record drawings and maintenance and operating instructions of new mechanical equipment.
 - v. Furnish guarantees signed by Subcontractors, material suppliers and countersigned by the Contractor for operating equipment.
 - vi. Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications, and similar documents.
 - vii. Furnish a signed guarantee, in form acceptable to Architect and Owner agreeing to repair or replace as decided by the Architect, all Work and materials that prove defective within one (1) year (or more) from the date of Final Acceptance, including restoration of all other Work damaged in making such repairs or replacements.
 - viii. Furnish consent of Surety to Final Payment.
 - ix. Submit updated final statement, accounting for final changes to Contract sum.
 - x. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - xi. Certify that all social security, employment, and all other taxes (city, state, federal government) have been paid.
 - xii. Provide receipt, as applicable, of affidavits certifying all labor standards of local, state, or federal requirements have been complied with by the Contractor.
 - xiii. Submit actual DBE participation percentages.

- 11. Record Document Submittals: Specific requirements for record documents are shown in Section, RECORD DOCUMENTS. Other requirements are indicated in the General Provisions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

- a) Record Drawings: The Architect shall organize record drawing sheets into manageable sets, bind with durable paper cover sheets and print suitable titles, dates and other identification on cover of each set.
 - b) Record Specifications: Upon completion of mark-up, submit to the Architect for Owner's records.
 - c) Record Product Data: Upon completion of mark-up, submit complete set to the Architect for Owner's records.
 - d) Record Sample Submittal: Comply with the Architect's instructions for packaging, identification marking and delivery to Owner's sample storage space.
 - e) Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for Owner's records.
 - f) Maintenance Manuals: Complete, place in order, properly identify and submit to the Architect for Owner's records.
12. Closeout Procedures: General Operating and Maintenance Instructions: Arrange for each installer or Work requiring continuing maintenance or operation to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire Work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification system, control sequences; hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments and similar operations. Review maintenance and operations in relation with application warranties, agreements to maintain bonds, and similar continuing commitments.

K. FINAL CLEANING.

- 1. Provide final cleaning of the Work, at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition.
- 2. Removal of Protection: Remove temporary protection devices and facilities which were installed during course of the Work to protect previous completed Work during remainder of construction period.
- 3. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
- 4. Where extra materials of value remaining after completion of associated Work have become Owner's property, dispose of these as directed by owner.

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT
SUPPLEMENTARY CONDITIONS**

SECTION 2 INSURANCE REQUIREMENTS

- A. REQUIREMENTS OF CONTRACTOR LIABILITY INSURANCE.** The Contractor shall procure and maintain at his own expense, during the life of this Contract, liability insurance with limits of coverage not less than the amounts as hereinafter specified. The policies shall be written by reputable companies authorized to do business in the State of Michigan, rated no less than A-9 by A.M. BEST. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without thirty days prior notice to the Owner in writing. At the time of execution of the Contract, the successful Bidder shall furnish the Owner evidence that appropriate insurance has been procured and will be maintained for the life of the Contract liability and compensation insurance.

The Contractor will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract as follows:

1. Commercial General Liability - \$1,000,000 per loss for bodily injury, personal injury and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$ 1,000,000 per accident for bodily injury and property damage,
3. Employer's Liability - \$ 1,000,000 per accident for bodily injury or disease.
4. Umbrella Liability - \$ 5,000,000 aggregate limit.
5. Workers' Compensation coverage as required by law.
6. The Contractor will be required to provide a Certificate of Insurance and a copy of the additional insured endorsement, indicating:
 - Commercial General Liability insurance, including contractual liability, and defense costs outside of policy limits. Contractor's policy will be primary and be on an occurrence basis.
 - Automobile Liability insurance
 - Umbrella Liability insurance
 - Workers' Compensation insurance

In carrying out any of the Contract provisions or in exercising any power or authority granted to the Contractor by this Contract, there shall be no liability upon the Architect, his authorized representatives, or any official 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. **THE CITY OF FLINT, BISHOP INTERNATIONAL AIRPORT COMMISSION AND THE ARCHITECT SHALL BE AN ADDITIONAL INSURED AND PROTECTED, IN THE CONTRACTOR'S LIABILITY INSURANCE POLICY, FROM ALL CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, ANY OPERATIONS CONDUCTED IN CONNECTION WITH THIS CONTRACT BY THE CONTRACTOR OR HIS SUBCONTRACTORS.**

**BISHOP INTERNATIONAL AIRPORT AUTHORITY
BISHOP INTERNATIONAL AIRPORT
SUPPLEMENTARY CONDITIONS**

SECTION 3 MISCELLANEOUS

- 1. BID AND CONTRACT ACCEPTANCE.** The Bishop International Airport Commission reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Authority to be in its best interest. Any and all proposals as submitted herein are subject to further negotiation at the option of Authority. Further, any and all agreements arising out of these proposals and negotiations shall not be binding or valid against the Authority, its department, officers, employees, or agents unless fully executed in writing and authorized by the Bishop International Airport Commission Board of Directors.
- 2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
- 3. CORRELATION OF DOCUMENTS.**
 - a) The drawings and specifications are cooperative and supplementary. Portions of the work which can be best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.
 - b) In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and included in the bid and contract price and the matter drawn to the Architect's attention for decision.
- 4. NOTICE AND SERVICE THEREOF.** Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's proposal, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.
- 5. SUBCONTRACTING.**
 - a) The Contractor may utilize the services of specialty or minority subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty or minority subcontractors.
 - b) The Owner reserves the right to approve subcontractors for any work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require concerning any subcontractor.

- c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.
- d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- e) Nothing contained in the Contract Documents shall create any contractual relationships between any subcontractor and the Owner.

6. PROTECTION OF PERSONS.

a. The Contractor shall:

- i. At all times protect the lives and health of his employees under the Contract;
 - ii. Take all necessary precautions for the safety of all persons on or in the vicinity of the project site.
 - iii. Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes.
 - iv. Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as protruding nails, rod hoists, well holes, falling materials, etc., and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents.
 - v. Provide for all safeguards for the protection of those having Right-of-Entry during field review and observation of the work.
- b. The Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a State in which work is performed has passed legislation bearing on Occupational Safety and Health, such legislation, and amendments thereto, together with rules and regulations issued pursuant thereto, shall be complied with by the Contractor.

7. AUTHORITY OF ARCHITECT.

- a. The Architect, through its duly authorized representatives, shall furnish Architectural Services during construction of the work to the extent provided in the Contract Documents. He shall observe and review the work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Architect has authority to recommend suspension of the work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the work, or exercise such other authority as may be granted by the Contract

Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Architect responsible for providing a safe place for the performance of work by the Contractor or by the Contractor's employees, or those of suppliers or subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Architect shall also have the authority to reject any work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the work.

- b. The Architect shall determine the amount, quality, acceptability, and fitness of the several kinds of work, materials, equipment, and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said work and its compliance with the Contract Documents. The Architect's estimates and decisions shall be final and conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the determination or decision of the Architect shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Contract affected in any manner or to any extent by such question.
- c. The Architect shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

8. "GOOD REPAIR" PERIOD.

- a. The Contractor hereby agrees to keep all work constructed under the Contract in good repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the work by the Owner. The work may be phased. If the work is phased, each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all work for all phases is complete and a final inspection for all work has been performed.
- b. It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.
- c. The obligations of the Contractor as herein provided shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

9. VARIATION FROM ESTIMATED QUANTITIES. The Contractor may reasonably expect a variation in estimated quantities such that the total payment for the completed work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the proposal.

The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the proposal and the amount of the item actually required or for the elimination of any part of the work. Funds for construction of the work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the work as may be required to bring the cost of the work within the limits of available funds.

- 10. WATER FOR CONSTRUCTION.** Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the proposal and bid schedule.
- 11. LIGHTS AND POWER.** The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.
- 12. COORDINATION WITH OTHERS.** In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Architect of said coordination attempts and the results.
- 13. TESTING, INSPECTION, AND CONTROL.** The Owner shall pay for all passing tests; the Contractor shall pay for all failing tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of each month when the Contractor submits his periodic pay requests. The Contractor will pay for all tests, other than acceptance testing, and the costs of those tests shall be incidental to those items that require testing. The contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Architect. The Contractor shall be responsible for notifying the testing laboratory to pick up the test samples. Also, the Architect reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and ensure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after incorporation into the project. Any additional testing that the Contractor deems necessary to ensure himself that the materials he is installing meet the required specifications and/or as a proof of the authorized testing laboratory shall be solely the expense of the Contractor whether the tests pass or fail.
- 14. TRADE NAMES AND MATERIALS.** No material that has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Architect.
- Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgement of the Architect. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the plans and specifications in connection with the material, manufactured article or process, the material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Architect and the Architect shall have the right to require the use of such specifically designated material, article or process.
- 15. PROPERTY LINES AND MONUMENTS.** The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.
- 16. FENCES AND DRAINAGE CHANNELS.** Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting

with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and the Owner and/or Architect.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

- 17. DISPOSAL OF WASTE AND SURPLUS EXCAVATION.** All trees, stumps, slashings, brush or other debris to be removed from the site as a preliminary to the construction work shall be removed from the property and legally disposed of in a manner approved by the Architect and at a site approved by the Owner. No burning on site will be permitted.

All excavated earth in excess of that required for embankment and backfill shall be disposed of in a satisfactory manner as shown on the plans or as directed by the Architect to a site approved by the Owner.

- 18. AIR POLLUTION.** The Contractor shall comply with all Federal, State and Local Requirements.

- 19. EXISTING UTILITIES AND SERVICE LINES.** The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

- 20. RECORDS OF MATERIALS PURCHASED.** By a certain time, each month as defined and established at the preconstruction conference, the Contractor shall furnish to the Architect, duplicate copies of all invoices for materials furnished to be incorporated into the work, plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payment.

- 21. CONTRACTOR ACCESS TO PROJECT SITE.** The Contractor shall have a specific access route to the project site. This route is shown in the construction drawings. The Contractor shall use this route to bring all equipment and materials in. If the Contractor has a better route that will prevent damage to existing roads or provide safer access to the construction site, the Contractor shall supply a drawing showing the recommended route to the Owner and Architect for approval at the preconstruction conference.

- 22. NIGHTTIME WORK.** In phases of work requiring daytime work, the Contractor shall not perform nighttime work unless given approval in writing by the Architect. The Contractor shall request in writing approval to perform nighttime work. If the Architect approves said nighttime work, the Contractor shall coordinate closely with the Architect and the Owner during any and all approved nighttime work. This includes any nighttime hauling of materials to the project site. If the Contractor wishes to perform nighttime work or haul materials at night, the Contractor shall reimburse the Owner for any nighttime inspection costs incurred by the Owner to adequately and properly inspect said nighttime work or hauling of materials.

In phases of work requiring nighttime work, the Contractor shall perform said nighttime work within the time frame allotted by the Owner and shown on the phasing plans. The Contractor shall coordinate with the Owner and Architect each day before nighttime operations to ensure all special instructions, time limitations, directives, etc. are adhered to each night of nighttime operations. The Contractor shall not enter areas requiring nighttime construction operations until cleared to do so by the Owner. Any violation will result in a \$1,000.00 fine for each individual and each piece of equipment

committing the infraction. In case of equipment breakdown during nighttime operations, the Contractor shall have on site, back up equipment, to ensure that the night work is completed on time at the end of each night shift, and the airfield is reopened to traffic per the phasing plans. At a minimum, back up equipment shall include a paver and a roller.

- 23. DUST CONTROL.** The Contractor shall maintain strict dust control during the project duration. There are operational areas, aircraft parked on the airport as well as commercial facilities that perform maintenance and repair work to aircraft. Therefore, it is imperative that strict dust control be maintained so that damage or nuisance to the areas and facilities described above or airport operational areas is prevented. This dust control shall also include the dust that may occur during any construction procedure.
- 24. TRIP TICKETS, INVOICES, WEIGH BILLS, ETC.** The Contractor shall be responsible for supplying any and all trip tickets, invoices, weigh bills, etc. which show the quantities actually used in the construction of the project. All said trip tickets, invoices, weigh bills, etc. shall relate directly to specific bid items. If the Contractor fails to submit said trip tickets, invoices, weigh bills, etc. to the Architect or his authorized representative prior to or during the time of installation of materials into the project, any material overruns claimed by the Contractor at the end of the project shall not be accepted.
- 25. FINAL IN-PLACE EXCAVATION & EMBANKMENT SECTIONS.** At the completion of the project, the Contractor shall submit final in-place earthwork cross sections for the entire project site affected by earthwork operations with the detailed calculations as to as-built excavation and/or embankment. The Contractor may use the cross sections provided in the plans and plot the as-built conditions on those cross section sheets along with the accompanying calculations. The Contractor shall be paid based upon the volume between the original ground line and the as-built ground line. The Contractor shall be paid based on the type of operations for which a bid price was provided.

END OF SECTION 07 300

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SECTION 007400 – MANDATORY CONTRACT REVISIONS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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.

AFFIRMATIVE ACTION REQUIREMENT

41 CFR Part 60-4

Executive Order 11246

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:

Timetables

Goals for minority participation for each trade: 5.0%

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 Michigan, Genesee County, and Flint.

BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

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 the 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 the 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.

BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA) FAA

BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer- based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

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, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) 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:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) 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 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods, or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including.
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause that is used for General Contract Agreements

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

Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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:

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.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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.

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.

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:

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

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.

CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 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 exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E) 2

CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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 \$29 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.

COPELAND “ANTI-KICKBACK” ACT

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 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.

DAVIS-BACON REQUIREMENTS

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 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.

(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, U.S. Department of Labor, Washington, DC 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 asset 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 the 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 that 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 bonafide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 §§ 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 § 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 USC § 1001.

"General Decision Number: MI20250083 09/05/2025

Superseded General Decision Number: MI20240083

State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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)(1).

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/21/2025
3	04/04/2025
4	05/23/2025
5	06/06/2025
6	06/20/2025
7	07/04/2025
8	07/11/2025
9	07/18/2025
10	07/25/2025
11	08/08/2025
12	08/22/2025
13	09/05/2025

ASBE0047-002 07/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.00	23.65

BOIL0169-001 07/01/2025		

	Rates	Fringes
BOILERMAKER.....	\$ 43.50	36.74

BRMI0009-014 08/01/2024		

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	26.49
TILE FINISHER.....	\$ 28.21	20.88
TILE SETTER.....	\$ 33.31	23.20

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-001 06/01/2025

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 36.46	23.69

ELEC0948-001 05/25/2025

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.\$	44.83	36.76%+10.48
Low Voltage Wiring.....	\$ 34.50	34.10%+9.98

ENGI0324-011 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.28	25.25
GROUP 2.....	\$ 43.93	25.25
GROUP 3.....	\$ 41.28	25.25
GROUP 4.....	\$ 39.57	25.25
GROUP 5.....	\$ 39.57	25.25
GROUP 6.....	\$ 33.71	25.25
GROUP 7.....	\$ 31.23	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2025

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 36.55	33.37
STRUCTURAL.....	\$ 36.55	35.93

LAB00334-005 06/01/2025

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 29.93	9.10
GROUP 2.....	\$ 27.71	9.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LAB01075-002 06/01/2025

	Rates	Fringes
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LABORER

Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 29.46	16.11
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PAIN1052-001 05/01/2025

Rates	Fringes
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PAINTER

Brush & Roler.....	\$ 32.58	18.12
Spray.....	\$ 31.01	17.29

* PAIN1052-004 06/01/2025

Rates	Fringes
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DRYWALL FINISHER/TAPER

Drywall sanding.....	\$ 33.54	18.12
Hand work.....	\$ 27.15	15.00
Machine work.....	\$ 27.15	15.00

PLAS0016-005 04/01/2014

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88
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PLUM0370-002 06/01/2025

Rates	Fringes
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PIPEFITTER (Includes HVAC

Pipe Installation; Excludes HVAC System Installation).....	\$ 46.61	22.95
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PLUMBER, Excludes HVAC Pipe Installation.....	\$ 46.61	22.95
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ROOF0149-005 06/01/2024

Rates	Fringes
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ROOFER.....	\$ 30.38	19.97
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SFMI0669-001 01/01/2025

Rates	Fringes
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SPRINKLER FITTER (Fire

Sprinklers).....	\$ 41.34	27.39
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SHEE0007-008 05/01/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 35.19	23.57

* SUMI2011-008 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18

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 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/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 confirm 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:

Checking the System for Award Management at website: <http://www.sam.gov>.

Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

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.

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

A description of the work that each DBE firm will perform;

The dollar amount of the participation of each DBE firm listed under (1);

Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal

Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient 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, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

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 the 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.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to any aforementioned DBE solicitation provision (or an approved substitute DBE firm) without prior written consent of DBE contractor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Sponsor. Unless the Sponsor's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Sponsor may provide such written consent only if DBE agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Sponsor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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 Federal Aviation Administration 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 subgrant.

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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

DRUG FREE WORKPLACE REQUIREMENTS

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 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, sexual orientation, gender identity, 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 identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, 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 ONSTRUCTION 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:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - iii. 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
 - iv. 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 must 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must 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 therefor, 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 woman 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 work force.
- 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 nonsegregated 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 group 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, the Contractor may be in violation of the Executive Order if a 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, sexual orientation, gender identity, 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 numbers, 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment 2

CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

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:

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.

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.

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.

PROHIBITION OF SEGREGATED FACILITIES

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

PROHIBITION OF SEGREGATED FACILITIES

(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, sexual orientation, gender identity, 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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 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 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS 2

CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

PROCUREMENT OF RECOVERED MATERIALS

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 products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

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.

RIGHT TO INVENTIONS

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub- tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

49 CFR Part 41

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

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

CERTIFICATION OF OFFEROR/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

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.

The applicant represents that it is (☐) 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 USC § 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.

TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, 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:

Contractor must immediately discontinue work as specified in the written notice.

Terminate all subcontracts to the extent they relate to the work terminated under the notice.

Discontinue orders for materials and services except as directed by the written notice.

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.

Complete performance of the work not terminated by the notice.

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:

Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

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;

Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (CONSTRUCTION)

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

TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

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

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 (USTR);

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 USTR; and

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

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 USC § 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:

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 USTR; or

whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

who incorporates in the public works project any product of a foreign country on such USTR 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 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

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 USC § 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.

DOMESTIC PREFERENCES FOR PROCUREMENTS 2

CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under Owner's separate contracts.
5. Owner-furnished/Owner-installed (OFOI) products
6. Contractor's use of site and premises.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and drawing conventions.
10. Miscellaneous provisions.

1.2 PROJECT INFORMATION

A. Project Identification: Bishop International Airport, Signage and Wayfinding.

1. Project Location: 3425 W Bristol Rd, Flint, MI 48507

B. Owner: Bishop International Airport Authority (BIAA)

1. Owner's Representative: Christopher Yeates, COO, Bishop International Airport, 3425 W Bristol Rd, Flint, MI 48507

C. Consultant: Mead & Hunt, Inc.

1. Project Manager: John Paul (JP) Minear. 39111 6 Mile Rd. Livonia, Mi. 48152.
jp.minear@meadhunt.com

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project consists of the following:

FNT intends to upgrade signage and wayfinding for passenger navigation throughout the airport terminal complex. Areas to be included are the public areas of the airport terminal from the departures/arrivals curbside drive through the terminal to the boarding gates. This work will also include exterior signage at the aircraft gates.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

- A. Construct the Work in phases, with each phase substantially complete as indicated on the drawings.

1.5 CONTRACTORS USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on drawings by the Contract limits and as indicated by requirements of this section.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Keep passenger loading areas and passenger holding areas clear and available to Owner, Owner's employees, tenants and emergency personnel at all times.
 - 1. Schedule deliveries to minimize use of airfield entrances and gates by construction operations.
 - 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment within the immediate area of the project work.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect may prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On

occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and owner not less than five (5) days in advance of proposed utility interruptions. Obtain Owner's written permission before proceeding with utility interruptions.

- C. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.

- D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances within the existing building, on Project site, and on Owner's property is not permitted.

- E. Employee Identification: Provide identification for Contractor personnel working on Project site. Require personnel to use identification at all times.

1. Contractor will be required to have personnel obtain airport security badging. See requirements noted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.2 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 013000.
 - 2. Construction progress schedule revised and current as specified in Section 013000.

3. Current construction photographs specified in Section 013000.
 4. Partial release of liens from major subcontractors and vendors.
 5. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.4 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue supplemental instructions directly to Contractor.
- C. For immediately required changes to the Work, Architect will issue a Construction Change Directive signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a Proposal Request document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a potential change in Contract Sum and/or Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within the time identified on the Proposal Request in days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 016000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- G. Substantiation of Costs: Provide full information required for evaluation.
 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.

2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Contractor will prepare and issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.5 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 017000.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form:
 - a. Use CSI Form 13.1A for substitution request after bid.
 - b. Use section 004325: CSI Form 1.5C for substitution requests during bidding.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Proposal Request, or Architect's Supplemental Instructions for minor changes in the Work.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Or Equal Substitutions: Submit using the CSI Form 13.1A and meet all requirements and definitions of the specified product contained in these documents and in the manufacture's product data and properties. See "or equal" definition.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

1.2 REFERENCE STANDARDS

- A. AIA G716 - Request for Information 2004.
- B. AIA G810 - Transmittal Letter 2001.
- C. CSI/CSC Form 12.1A - Submittal Transmittal Current Edition.
- D. CSI/CSC Form 13.2A - Request for Information Current Edition.

1.3 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.

5. Design data.
6. Manufacturer's instructions and field reports.
7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Correction Punch List and Final Correction Punch List for Substantial Completion.
11. Closeout submittals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect.
 3. Contractor.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract, Owner and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with one electronic copy to Architect, Owner, participants, and those affected by decisions made.

3.2 SITE MOBILIZATION MEETING

- A. Architect will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.

5. Major subcontractors.

C. Agenda:

1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Survey and building layout.
6. Security and housekeeping procedures.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Requirements for start-up of equipment.
12. Inspection and acceptance of equipment put into service during construction period.

- D. Record minutes and distribute copies within two days after meeting to participants, with one electronic copy to Architect, Owner, participants, and those affected by decisions made.

3.3 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum weekly or as agreed to by Architect and Owner based on progress of construction.

- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:

1. Contractor.
2. Owner.
3. Architect.
4. Contractor's superintendent.
5. Major subcontractors.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFIs log and status of responses.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.

13. Other business relating to work.

- E. Record minutes and distribute copies within two days after meeting to participants, with one electronic copy to Architect, Owner, participants, and those affected by decisions made.

3.4 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.5 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- D. Views:
 - 1. Consult with Architect for instructions on views required.
 - 2. Provide factual presentation.
 - 3. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Electronic document transmission.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
 - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.6 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 2. Prepare in a format and with content acceptable to Owner.
 - a. Use AIA G716 - Request for Information .
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 016000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

- a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 5. Identify and include improper or frivolous RFIs.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
- I. Contractor will interface their web-based RFI processing software program with Architect's Newforma program to allow for automated processing of RFI's within Newforma.
- J. Processing Time for RFIs: Allow time for request for information (RFI) review as follows. Time for review shall commence on Architect's receipt of submittal. Review timeframe of RFIs received after 12:00 p.m. ET will commence the following business day.
 1. Review: Allow five (5) business days for review of each RFI.

3.7 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule specified in Section - 01 3216 - Construction Progress Schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.8 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Processing Time for Submittals: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals. Review timeframe of submittals received after 12:00 p.m. ET will commence the following business day.
 1. Initial Review: Allow ten (10) business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow ten (10) business days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow twenty-one (21) business days for initial review of each submittal.
- D. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow ten (10) days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor
- E. Samples will be reviewed for aesthetic, color, or finish selection.

3.9 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.

4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Use a single transmittal for related items.
 2. Transmit using approved form.
 - a. Use Form AIA G810.
 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.

4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties and is of the benefit to the project.
7. Incomplete submittals will not be reviewed and returned "Rejected", unless they are partial submittals for distinct portion(s) of the work and have received prior approval for their use.
8. Submittals not requested will not be recognized or processed.

B. Product Data Procedures:

1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Do not reproduce Contract Documents to create shop drawings.
3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

1. Transmit related items together as single package.
2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.13 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:

1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION 013000

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.2 REFERENCE STANDARDS

- A. AGC (CPSM) - Construction Planning and Scheduling Manual 2004.

1.3 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit in PDF format.

1.4 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.5 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches (216 x 280 mm).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.2 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, and dates reviewed submittals will be required from Architect . Indicate decision dates for selection of finishes.
- F. Coordinate content with schedule of values specified in Section 012000 - Price and Payment Procedures.
- G. Provide legend for symbols and abbreviations used.

3.3 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.4 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

END OF SECTION 013216

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Testing and inspection agencies and services.
- C. Control of installation.
- D. Tolerances.
- E. Manufacturers' field services.
- F. Defect Assessment.

1.2 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.3 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.4 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.5 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 014000

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SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY of Reference Standards

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice current edition.
- C. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice current edition.
- D. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- E. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA) current edition.
- F. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- G. 29 CFR 1910 - Occupational Safety and Health Standards Current Edition.
- H. State of Michigan amendments to some or all of the following.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- J. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. ICC (IPC) - International Plumbing Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. ICC (IMC) - International Mechanical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- N. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- O. ICC (IECC) - International Energy Conservation Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. Michigan Fire Sprinkler Code (NFPA 13 - Fire Sprinkler Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements).

- Q. Michigan Fire Alarm Code (NFPA 72 - Fire Alarm Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements).
- R. Michigan Commercial Energy Code (ASHRAE 90.1 Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014100

SECTION 014216 - DEFINITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Other definitions are included in individual specification sections and following this page.

1.2 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014216

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SECTION 014217 – 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.

Paragraph Number	Term	Definition
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications, and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.

Paragraph Number	Term	Definition
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer 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. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	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.

Paragraph Number	Term	Definition
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is MBS International Airport Commission
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.

Paragraph Number	Term	Definition
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	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.

Paragraph Number	Term	Definition
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
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.

Paragraph Number	Term	Definition
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.

END OF SECTION: 01 4216-10

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers and enclosures.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.
- E. Project identification sign.

1.2 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.

1.3 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities is permitted.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.5 INTERIOR ENCLOSURES

- A. Provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
- C. Paint surfaces exposed to view from Owner-occupied areas, "White" in color.

1.6 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.7 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Designated existing on-site roads may be used for construction traffic.
- D. Existing parking areas located at Hangar 1 parking lot (first hangar east of Terminal Building), or such other areas as approved by Owner may be used for construction parking.

1.8 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.9 PROJECT IDENTIFICATION

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. No other signs are allowed without Owner permission except those required by law.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015000

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SECTION 015600 - TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 SUMMARY

1. Requirements on Temporary Barriers and Enclosures:

1.2 INSTALLATION AND REMOVAL

- A. Provide temporary controls in order to execute the Work expeditiously.
- B. Remove from site all such work after use.

1.3 TEMPORARY PARTITIONS

- A. Provide floor-to-ceiling dustproof temporary partitions to limit dust and dirt migration and to separate areas occupied by Owner and users from fumes and noise.
 1. Construct temporary partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operation side.
 2. Paint public side of interior temporary partitions and enclosures (match existing adjacent construction) with one coat primer and 2 coats of flat paint. Provide a Level 4 finish on public side of interior gypsum partitions.
 3. Provide rock wool insulation full height and depth of each cavity in dustproof partitions to provide noise protection for occupied areas.
 4. Seal joints and perimeter. Equip temporary partitions with gasketed dustproof doors and security locks.
 5. Provide walk-off mats at each entrance through temporary partitions.
 6. Provide temporary wayfinding signage to direct passengers as temporary partitions are put in place. Contractor to manage barriers and wayfinding for each phase.
- B. If temporary partitions are located in areas where height of ceilings exceed practical limits provide temporary construction lids over construction area.
 1. Do not anchor construction lids to existing construction. Provide temporary stud walls adjacent to (not attached) existing walls inside area of temporary partitions. Attach 2x framing to top of temporary stud walls and temporary partitions creating ceiling framing assembly. Finish ceiling framing with continuous gypsum wall board over entire area. Cover ceiling with 6-mil polyethylene film. Turn down film 12-inches at edges and tape to public side of temporary partitions. Extend 6-mil polyethylene film up 12-inches up existing walls to remain. Ensure entire lid is completely sealed by taping all joints film and terminations. All exposed taping that is visible on public side shall be cut perpendicular/parallel to construction.
 - a. Routinely inspect taped joints and replace tape that has lost its adhesion.
- C. Maintain temporary partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containing devices.

- D. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

1.4 NOISE CONTROL

- A. Contractor acknowledges that adjacent facilities will remain in operation during all of the construction activities of the Work period, and it will take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- B. No radios or other electronic entertainment devices capable of playing music and/or doe will be permitted.
- C. Notice of proposed loud noise generating operations, including without limitation, operation of pneumatic demolition tolls, concrete saws, and other equipment, shall be submitted to the Owner a minimum of seventy-two (72) hours in advance of their performance.
- D. Maintain and relocate protection until such work is complete.

1.5 HVAC CONTROL

- A. Prior to commencing work, isolate the HVAC systems servicing occupied areas.
 - 1. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - 2. Maintain negative air pressure within work areas using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
- B. Maintain temporary partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containing devices.
- C. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

1.6 PROTECTION OF BUILDING FINISHES

- A. Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- B. Contractor is responsible for damage incurred due to lack of or improper protection.

PART 2 - PRODUCTS (Not Used)

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PART 3 - EXECUTION (Not Used)

END OF SECTION 015600

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 - PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. See Section 014000 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.

PRODUCT REQUIREMENTS

2. Containing lead, cadmium, or asbestos.

D. Where other criteria are met, Contractor shall give preference to products that:

1. If used on interior, have lower emissions, as defined in Section 016116.
2. If wet-applied, have lower VOC content, as defined in Section 016116.

2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 - EXECUTION

3.1 SUBSTITUTION LIMITATIONS

- A. See Section 012500 - Substitution Procedures.

3.2 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

PRODUCT REQUIREMENTS

3.3 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 016000

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SECTION 016116 - VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

1.2 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.3 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings 2005 (Reapproved 2018).
- C. BIFMA e3 - Furniture Sustainability Standard; Business and Institutional Furniture Manufacturers Association 2019.
- D. BIFMA M7.1 - Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components, and Seating 2011 (Reaffirmed 2021).
- E. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.2 2017.
- F. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products Current Edition.
- G. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board 2020.
- H. CHPS (HPPD) - High Performance Products Database Current Edition.
- I. CRI (GLP) - Green Label Plus Testing Program - Certified Products Current Edition.
- J. SCAQMD 1113 - Architectural Coatings 1977, with Amendment (2016).
- K. SCAQMD 1168 - Adhesive and Sealant Applications 1989, with Amendment (2022).
- L. SCS (CPD) - SCS Certified Products Current Edition.
- M. UL (GGG) - GREENGUARD Gold Certified Products Current Edition.

1.4 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.5 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.

2. Paints and Coatings: Test tinted products, not just tinting bases.
 3. Evidence of Compliance: Acceptable types of evidence are the following:
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 4. Product data submittal showing VOC content is NOT acceptable evidence.
 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scs-certified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.
- D. Furnishings Emissions Standard and Test Method: BIFMA e3 Sections 7.6.1 and 7.6.2, tested in accordance with BIFMA M7.1.
1. Evidence of Compliance:
 - a. Test report showing compliance and stating exposure scenario used.
- 1.6 Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:

1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
 2. Furnishings: Comply with Furnishings Emissions Standard and Test Method.
 3. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 2. Joint Sealants: SCAQMD 1168 Rule.
 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION 016116

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

1.2 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.

- b. Location and description of affected work.
- c. Necessity for cutting or alteration.
- d. Description of proposed work and products to be used.
- e. Alternatives to cutting and patching.
- f. Effect on work of Owner or separate Contractor.
- g. Written permission of affected separate Contractor.
- h. Date and time work will be executed.

1.3 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of five (5) years of documented experience.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.4 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Indoors: Limit conduct of especially noisy interior work to the hours of 10 pm to 6 am. or as approved by Owner.

1.5 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- C. Coordinate completion and clean-up of work of separate sections.

- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

2.1 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one electronic copy to Architect, Owner, participants, and those affected by decisions made.

3.4 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Grid or axis for structures.
 - 2. Controlling lines and levels required for mechanical and electrical trades.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.5 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 .
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.

3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.
- 3.7 CUTTING AND PATCHING
- A. Whenever possible, execute the work by methods that avoid cutting or patching.
 - B. See Alterations article above for additional requirements.
 - C. Perform whatever cutting and patching is necessary to:

1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- I. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.8 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.9 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- C. Verify that wiring and support components for equipment are complete and tested.
- D. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- E. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. See Section 017900 - Demonstration and Training.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

- C. Examine system components at a frequency consistent with reliable operation. Clean and adjust as required.
- D. Include systematic examination and adjustment of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 017000

SECTION 017800 - CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.2 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.

CLOSEOUT SUBMITTALS

2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.

- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, and shut-down instructions. Include summer, winter, and any special operating instructions.
- C. Include manufacturer's printed operation and maintenance instructions.
- D. Include sequence of operation by controls manufacturer.
- E. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- F. Additional Requirements: As specified in individual product specification sections.

3.5 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 017800

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. Flight Information Display Systems.
 - 3. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
 - 1. Finishes, including flooring, wall finishes, ceiling finishes.
 - 2. Fixtures and fittings.
 - 3. Items specified in individual product Sections.

1.2 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit not less than four weeks prior to start of training.
 - 2. Revise and resubmit until acceptable.
 - 3. Provide an overall schedule showing all training sessions.
 - 4. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
 - 1. Include applicable portion of O&M manuals.

2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
1. Format: DVD Disc.
 2. Label each disc and container with session identification and date.

1.3 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.2 TRAINING - GENERAL

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- D. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- E. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 10. Review spare parts and tools required to be furnished by Contractor.
 - 11. Review spare parts suppliers and sources and procurement procedures.
- F. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION 017900

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SECTION 024119.13 - DEMOLITION, CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide demolition, cutting, and patching as required to remove interior wayfinding signage throughout the airport. Signage to be replaced with new that is shown on the drawings

1.2 DEFINITIONS

- A. Demolition: Includes detaching items from existing construction and legally disposing of off-site unless indicated to removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Cutting: Includes cutting into existing construction to permit completion of contract work.
- D. Patching: Includes restoration of surfaces disturbed by demolition, cutting, or other contract operations.

1.3 QUALITY ASSURANCE

- A. Employ skilled workmen with experience in type of work required.
- B. Before cutting and patching the following categories of work, obtain architect's approval to proceed.
 - 1. Wayfinding signage attached to walls, doors, and other vertical surfaces.
 - 2. Wayfinding signage attached to or suspended from finished ceiling and exposed ceiling structure.
- C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life of decreased safety.
- D. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in occupied spaces, in a manner that would, in the architect's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the architect to be cut and patched in a visually unsatisfactory manner.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Carefully remove, store, and protect materials designated to be re-used in contract work.
- B. Materials designated for demolition shall become Contractor's property and removed from the Site.
- C. Materials designated to be salvaged for the Owner shall be removed with care, protected, and stored in a location specified by the Owner.
- D.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Use materials for patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for patching that will result in equal or better performance characteristics.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before Cutting Operations: Examine surfaces to be cut and patched and conditions under which work is to be performed. If unsafe, or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. If any hazardous material are encountered, notify Architect immediately and obtain instructions for safe handling and removal.

3.2 PREPARATION

- A. Protection:
 - 1. Protect adjacent work from damage during demolition, cutting and patching.
 - 2. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
- B. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- C. Rooms adjacent to contract work may be occupied during the construction period. Maintain a tight barrier at openings into those rooms and remove debris in covered containers.

3.3 CUTTING

A. General:

1. Use methods least likely to damage existing construction to remain and materials to be re-established.

3.4 PATCHING

A. General:

1. Restore exposed finishes of patched areas. Where necessary, extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
2. Where patch occurs in a smooth painted surface, and after patched area has received prime and base coat, extend final paint coat over entire un-broken surface containing the patch.
3. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane of surface of uniform appearance. Where partitions or portions of existing ceilings have been removed, reinforce edges of remaining ceiling.

3.5 CLEANING

- A. Thoroughly clean spaces where work has been performed or used for access to work.
- B. Completely remove paint and materials of similar nature.
- C. Thoroughly clean surfaces before painting or other finishing is applied.
- D. Remove debris daily. Remove debris which must be transported through public corridors during non-occupied hours.
- E. Place covers over debris boxes between periods when they are being filled.

END OF SECTION 024119.13

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SECTION 101400 - SIGNAGE

PART 1 GENERAL

- 1.1 REFERENCE DOCUMENTS: Drawings and general provisions of the Contract, including General and Special Conditions and Division 1 Specifications sections, apply to this section.
- 1.2 SECTION INCLUDES
 - A. Interior and exterior custom fabricated architectural signage and graphics.
- 1.3 RELATED REQUIREMENTS (to be finalized in 100% submittal)
- 1.4 REFERENCE STANDARDS
 - A. ADA STANDARDS FOR ACCESSIBLE DESIGN - March 15, 2012
 - B. Aluminum Association (AA): "Standards for Aluminum Mill Products," "Designation System for Aluminum Finishes," and "Standard for Anodically Coated Aluminum Alloy for Architectural Applications."
 - C. American Iron and Steel Institute (AISI).
 - D. American National Standards Institute (ANSI).
 - E. American Society for Testing Materials (ASTM)
 - F. American Welding Society (AWS) "Recommended Practice for Resistance Welding," and "Structural Welding Code."
 - G. Americans with Disabilities Act (ADA) Design Guidelines (ADADG)
 - H. National Association of Architectural Metal Manufacturer (NAAMM) "Metal Bar Grading Manual," including Standard Specification, and "Metal Finishes Manual."
- 1.5 SUBMITTALS: The following outlines submittal requirements unique to this section of the work, especially shop drawing content and samples
 - A. After award of contract, but prior to the beginning of detailed shop drawings, submit drawings showing typical details of connections. The Contractor shall arrange to meet with Architect and Architect's representative approximately one (1) week after submittal to review drawings and coordinate comments. The typical details as accepted shall be used to control detail design, shop drawing preparation and approval.
 - B. Shop drawings:
 1. Submit complete shop drawings for manufactured and fabricated items. Indicate materials, layouts, sizes, methods, finishes, footings and anchorage devices, connections and other details of construction, as well as the relation to supporting and adjacent work where applicable. Exact identification of the paint or ink shall be noted on the shop drawings along with method of application. Create and confirm layout conditions not shown on the contract documents. a. Identify all pre-fabricated products proposed for use.

- b. Indicate manufacturer, brand name, quality and type paint for each surface to be finished.
 - c. Submit complete shop drawings and erection drawings conforming to all current applicable industry standards and local codes. Preparation of shop drawings shall not be sublet without the written permission of Architect.
- C. Details shown are for concept purposes only; the sign contractor shall submit drawings of sign connection details; drawings shall be stamped and computations shall be prepared by a registered professional engineer in the state of Florida and shall cover all members, connections (welds, bolts, etc.) indicating such meets the design specifications for sign structures stress requirements and wind load deflection tolerances.
- D. Samples: Submit three samples of each of the following, unless otherwise specified:
 - 1. Aluminum extrusions, 12" long minimum, in sizes, profiles and finishes to be utilized in the assembly of sign units.
 - 2. Finishes:
 - a. Submit three (3) 3" x 5" samples of each finish specified (both color and texture)
 - b. Submit three (3) 3" x 5" samples of all exterior materials that can be viewed when all finished sign structures are completed and in place.
 - c. Surface-applied graphics shall be on actual substrate upon which they will appear.
 - d. Hardware items: Submit samples of each type of anchor, insert or other fastener as requested by Architect.
- E. Submit for review, approval and demonstration of representative craftsmanship Two (2) complete sign units of select sign types, as listed below. Sign types shall be an actual sign unit which may be installed on the project site after approval or correction. One unit will be retained as a control sample.

Sign Type 220A- Gate Identification- Wall Mount

Sign Type 220.B- Gate Identification, Flag Mount

Sign Type 240.A- Interior Pylon with Monitor (1)

(If approved, can be used in project)

Sign Type 250.A- ADA Room Identification, Front of House

Sign Type 400.A- Curbside Ticketing Identification – Beam Mount (1)

(If approved, can be used in project)
- F. Maintenance data: Submit maintenance recommendations and instructions for each material used as part of contract close-out. Include recommendations for cleaning procedures, intervals and touch-ups.
- G. Scheduling: Submit the final schedule for construction of work and installation within ten (10) days of sample approvals. Indicate dates of completion for prototypical units for approval, dates of partial deliveries and total completion. Dates given shall be consistent with the time requirements submitted with the bid.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Maintain neat, clean conditions in all building areas; remove trash, rags and waste materials at end of each day's work. Protect the floor and wall surfaces of this space against damage or defacement.
- B. Close any open containers at end of day's work. Leave no materials open.
- C. Acrylic and other glazing materials or finish materials with or requiring protective wrapping shall only have this protection removed as required during fabrication and installation and once the area is clear of work or activities which might cause damage to the installed work. Care shall be taken in handling surfaces and products to prevent scratching, chipping, or cracking.
- D. Store materials a minimum of 4" above ground on framework or blocking and cover with protective waterproof covering. Provide air circulation and ventilation. Store in dry, conditioned space.

1.7 QUALITY CRITERIA

- A. Fabricators shall meet the following criteria:
 - 1. Sign contractors and/or subcontractors shall have been regularly engaged in the manufacture, fabrication and installation of sign systems of comparable scope and quality for a minimum of five (5) years.
 - 2. Sign contractors and/or subcontractors shall submit a minimum of five (5) references listing project type, scope of work, Architect and date of completion, Owner's address and telephone number.
 - 3. The GC is to secure bidding from at least 3 from the following list:
 - i ASI, Inc.
Attn: Scott Wheeler, Sales Manager
1000 Marietta Street, NW / Suite 304
Atlanta, GA 30318
o 404.815.0566 x7
m 404.668.2004
e scott.wheeler@asisignage.com
asisignage.com
 - ii L&H, Inc.
Attn: Craig Beach, Sr. Acct. Executive
425 North 3rd Street
Reading, PA 19601
o 1-800-360-SIGN or 610.898.9600
m 1.267.254-4721
e craigb@lhsigns.com
lhsigns.com
 - iii Capital Signs, Inc.
Attn: Phillip Panos, VP
5380 Webb Parkway NW
Lilburn, GA 30047
o 770-564-8582 x104
philip@capitalsigns.com
capitalsigns.com

- iv Fairmont Sign Company
Attn: Phil Farhood
3750 East Outer Drive
Detroit, MI 48234
o (313) 368-4000
e Sales@fairmontsign.com
fairmontsign.com
- v One other Sign Contractor conforming to the above criteria.

1.8 JOB CONDITIONS

- A. Environmental requirements:
 - 1. Comply with manufacturer's recommendation regarding environmental conditions under which materials may be applied.
 - 2. Apply no adhesive or coating materials in spaces where dust is being generated.
- B. Coordination: Coordinate work with the work of other sections of the specifications to ensure that surfaces to receive signs are properly completed, inspected, and approved prior to commencement of work. Commencement of work in any space shall constitute acceptance by the Contractor of surfaces to receive identifying devices.

1.9 WARRANTIES

- A. Warrant the joints in plastic constructions for a period of five (5) years from Date of Substantial Completion against failure or delamination.
- B. Warrant vinyl film for a period of five (5) years from Date of Material Completion against delamination from the substrate.
- C. Warrant raised letters for a period of five (5) years from Date of Material Completion against delamination from the substrate.
- D. Paints or inks and finishes shall be guaranteed not to cause discoloration, deterioration, or delamination of any materials used in fabrication. Warrant paint finishes on metal and plastic materials for a period of five years from the date of Material completion.
- E. Warranty Provisions: During the warranty period, restore defective work to the standard of the contract documents without cost to the Using Agency, including all labor, materials, refinishing and all costs incidental to the work.
- F. Warrant all electrical components and signs for a period of at least one year, parts and labor, or greater if stipulated elsewhere in the specification section for electrical work.

1.10 GRAPHICS, ARTWORK AND ELECTRONIC FILES:

- A. The Architect or their consultants shall only furnish artwork in an electronic form if it already exists or was created in that form during the course of designing the project. Formats for graphic designs shall be in that of its original creation and may be manual or photo-mechanical or electronic/digital, and if digital, are likely to have been prepared in graphic design industry standard computer software on Macintosh™ platform computer hardware. Contract document drawings or layouts for the work shall not be transferred or transmitted to the contractor.

PART 2 - PRODUCTS

2.1 CUSTOM SIGNAGE

- A. Provide architectural quality custom signage fabricated per design intent drawings. Signs shall reflect a high level of finish and be fabricated with sufficient internal structure to prevent "oil-canning" of surfaces.

2.2 METALS

- A. Metal letterforms
 - 1. Fabricated letters from aluminum shall be heliarc welded in conformance with the American Welding Society and the Aluminum Association's specifications. Metal shall be 3003H14 or 60601 alloy.
 - 2. Fabricated letters shall be braced internally where necessary to be free from waves, buckles, or warps.

2.3 ACCESSORIES:

- A. Anchors and fasteners:
 - 1. Anchors, inserts or fasteners shall be compatible with sign materials, shall not result in galvanic action or chemical interaction of adhesives and shall have demonstrable and sufficient strength for intended use.
 - 2. Anchors and fastenings for aluminum shall be stainless steel, zinc or cadmium coated steel. Anchors and fasteners shall be concealed where possible. Indicate locations on shop drawings.
 - 3. Anchors and fastenings for exterior use shall be galvanized steel in accordance with ASTM A153-82.
 - 4. Wherever possible, anchors to concrete and masonry shall be cast-in-place. Use expansion shields where anchors cannot be located before concrete is poured.
 - 5. Fasteners to solid masonry and concrete shall be one of the following:
 - a. flat-head drop-in expansion bolts.
 - b. Powder-actuated fasteners; appropriate size drive pin for concrete and for masonry.
 - c. Fasteners to cells of hollow masonry shall be drive pins of the appropriate size.
 - d. Fasteners to roll or formed steel members shall be powder-actuated fasteners of the appropriate size.
 - e. Fasteners to metal deck shall be self-drilling, self-tapping screws.
 - f. Expansion shields shall be machine bolt type, tubular type, or selfdrilling tubular type.
 - 6. Anchor bolts for wood blocking to concrete and masonry shall be the appropriate size steel for masonry, unless otherwise noted, and installed with washer and nut at both ends.
 - 7. Anchor bolts for wood blocking to steel members shall be appropriate size steel and installed with washer and nut.
 - 8. Install using miscellaneous anchors and fasteners as required to secure work in place.
 - 9. Basis of design: Versilok® brand (mfr.: Lord Industrial Adhesives) or an approved equal shall be used as a structural adhesive for aluminum and may be

employed in the concealed fastening of components for signs. Approved equal shall comply with requirement listed within Division 1 Specifications for substitutions. Follow manufacturer's instructions for the correct formulation, preparation and procedures.

2.4 COATINGS (PAINTS):

- A. Paint and colors to be finalized in 100% submittal
- B. Refer to manufacturers standards for paint finishes and preparation

PART 3 EXECUTION

3.1 INSPECTION

- A. Inspection of substrates:
 - 1. Surfaces to receive identifying devices shall be free from defects and imperfections that would prevent an acceptable installation.
 - 2. Commencing of work in any space shall constitute acceptance by the Contractor of surfaces to receive identifying devices as being in a satisfactory condition to permit an acceptable installation. If the Contractor's inspection of such surfaces discloses unsatisfactory conditions, he shall notify the Architect in writing and await further instruction; otherwise, no claims will be considered for unsatisfactory work due to real or alleged faulty surfaces.

3.2 PREPARATION AND PROTECTION:

- A. Protect the work and adjacent work and materials against damage during progress of work until completion. Drop cloths of paper or plastic shall be used around all areas where paint is being applied and appropriate precautions shall be taken to prevent overspray, hazardous conditions or damage to adjacent work.

3.3 INSTALLATION, APPLICATION:

- A. Installation of sign panels and graphic units:
 - 1. Erect, mount or install all panels and units to be level, plumb and true.
 - 2. Use sufficient concealed fasteners and anchors to hold sign panels and graphic units in place. Use only concealed shims. Visible fasteners may only be used where approved in shop drawings or as part of an intentional design detail.
 - 3. Make Architect aware of conflicts in sign locations as shown in the drawings.
 - 4. Mount all room identification sign panels at 60" AFF to centerline of sign and 2" from latch-side door jamb.

3.4 ADJUSTING, CLEANING AND PROTECTION:

- A. Remove and replace damaged identifying devices with new identifying devices free of defects.
- B. Clean exposed surfaces promptly after completion of installation in accordance with recommendations of manufacturer.
- C. Clean exposed metal work with cleanser recommended by manufacturer of materials and rinse with clean water. Do not use harsh chemicals or abrasive. Surfaces with stains which cannot be removed by cleaning shall be refined or replaced to the satisfaction of Architect at no extra cost to Using Agency.
- D. Signs shall be free of tape, packing paper, dirt, smudges, and other foreign material.

- E. Spatters, drippings, smears, and / or spray shall be completely removed.
- F. Plastic surfaces shall be cleaned upon completion in accordance with manufacturer's instructions. Supply one pint of manufacturer's recommended cleaner for Using Agency's use.
- G. Touch up work after installation shall be performed by the sign manufacturer and approved by Architect. H. Protection:

END OF SECTION 101400

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Appendix A

Signage and Graphics Bid Pricing Form

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	Tax*
	Install
	S&H
	Permitting
Shop Drawings / Samples / Engineering	
	Contingency
	TOTAL

FNT Bid Pricing - 2025-10-27	
ALTERNATE A.1, A.2	
SIGN TYPE	DESIGNATION
ST 100.A.1 ALT	
ST 100.A.2 ALT	
Total Unit Cost	

	Tax*
	Install
	S&H
	Permitting
Shop Drawings / Samples / Engineering	Contingency
	TOTAL

[illegible]

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Vendor 1			
VENDOR 1 QUANTITY	UNIT COST	INSTALL COST	SIGN TYPE COST TOTAL
1			\$0.00
1			\$0.00
2			\$0.00
Vendor 1			

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<i>\$0.00</i>
	\$0.00

[illegible]

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<i>\$0.00</i>
	\$0.00

Vendor 2			
VENDOR 2 QUANTITY	UNIT COST	INSTALL COST	SIGN TYPE COST TOTAL
			\$0.00
			\$0.00
0			\$0.00
Vendor 2			

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

[illegible]

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<i>\$0.00</i>
	\$0.00

Vendor 3			
VENDOR 3 QUANTITY	UNIT COST	INSTALL COST	SIGN TYPE COST TOTAL
			\$0.00
			\$0.00
0			\$0.00
Vendor 3			

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

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Mead
& Hunt