

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

477



FROM: Economic Development Agency

SUBMITTAL DATE:
July 14, 2011

SUBJECT: French Valley Airport – North Apron Rehabilitation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the bid documents for the North Apron Rehabilitation Project; and
2. Authorize the Clerk of the Board to advertise for bids for the French Valley Airport North Apron Rehabilitation Project.

BACKGROUND: The purpose of the project is to rehabilitate the remaining northern portion of the apron pavement, apply a rejuvenating seal coat, and replace existing pavement markings at the French Valley Airport. This project is consistent with the airport's Master Plan. The Federal Aviation Administration (FAA) will review and approve the contract documents. The project will be funded with FAA Airport Improvement Program (AIP) grants and Aviation Division Capital Improvement Funds. There will be no impact to the county's general fund.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: EDA, COB

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 3

Agenda Number:

3.30

FORM APPROVED COUNTY COUNSEL (4/11)
BY: NEAL R. KIPNIS DATE: Departmental Concurrence

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

COUNTY OF RIVERSIDE

FRENCH VALLEY AIRPORT AIP PROJECT NO. 3-06-0338-25

NORTHERN APRON REHABILITATION PROJECT

Bid Opening: July XX, 2011 at 2:00 p.m.

CONTRACT DOCUMENTS AND SPECIFICATIONS



Riverside County Board of Supervisors
Bob Buster, Chairman
John F. Tavaglione, Vice Chairman
Jeff Stone
Marion Ashley
John J. Benoit

**Riverside County Economic Development Agency
Aviation Division**
Colby Cataldi, Airports Director
Daryl Shippy, Airports Manager

County of Riverside
Economic Development Agency
Aviation Division
3403 10th Street, Suite 500
Riverside, California 92501
(951) 955-9722
www.rivcoeda.org

Mead & Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403
(707) 526-5010
www.meadhunt.com

FOR APPROVED COUNTY COUNSEL
BY: *[Signature]* 2/11/11
DATE
NEAL R. KIPNIS

90% Submittal

JUL 26 2011 3:30 P45

FRENCH VALLEY AIRPORT
NORTHERN APRON REHABILITATION PROJECT

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PROPOSAL PACKET IN ENVELOPE (Inside Back Cover) to be included in Final Submittal

DIVISION I

Bidding and Contract Documents

ADVERTISEMENT FOR BIDS

Sealed proposals for construction of French Valley Airport "Northern Apron Rehabilitation Project" will be received at the offices of the Clerk of the Board of Supervisors for the County of Riverside, 4080 Lemon Street, First Floor, Riverside, California 92501 until 2:00 p.m., July XX, 2011, and then will be publicly opened and read. The work contemplated consists of the following:

French Valley Airport - AIP-3-06-0338-025

➤ Northern Apron Rehabilitation Project

Each bid shall be in accordance with the Plans and Specifications and other Contract Documents now on file with the Riverside County Economic Development Agency – Aviation Division, 3403 10th Street, Suite 500, Riverside, California 92501. A copy of the Plans, Specifications, and Bid Documents may be secured from the office of MEAD & HUNT, Inc., 133 Aviation Boulevard, Suite 100, Santa Rosa, California 95403, telephone (707) 526-5010, fax (707) 526-9721, upon non-refundable payment of \$75.00.

Each bidder must supply all the information required by the Bid Documents and Specifications. All proposals sent by mail must be posted so as to be in the hands of the County of Riverside, by the hour and date set forth above for the bid opening. All proposals shall be addressed to:

Riverside County Economic Development Agency – Aviation Division

and marked: **French Valley Airport, AIP-3-06-0338-025, Northern Apron Rehabilitation Project**

The proposed Contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. All labor on the Project shall be paid no less than the higher of either the prevailing State wage rates established by the Director of the State of California, Department of Industrial Relations, or the prevailing Federal wage rates established by the U.S. Secretary of Labor.

The EEO requirements, labor provisions, and wage rates are included in the Specifications and Bid Documents and are available for inspection at the County of Riverside, Economic Development Agency – Aviation Division, 1325 Spruce Street, Suite 400, Riverside, California 92507. Each bidder must complete, sign, and furnish with his bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Disadvantaged Business Enterprise Participation" as contained in the Bid Proposal.

To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the Specifications. A contractor having fifty (50) or more employees and his subcontractors having fifty (50) or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the Specifications.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of the County of Riverside to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this Contract will be conditioned upon satisfying the Good Faith Effort requirements specified in Division II, FAA Required Provisions, Section 4-5, of the Project Specifications. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE Contract goal of **twelve percent (12%)** has been established for this Contract. The bidder/offeror shall make

good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in the performance of this Contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation meets the Contract goal; (5) written confirmation from the DBE that it is participating in the Contract as provided in the commitment made under (4); and (5) if the Contract goal is not met, evidence of good faith efforts. The bidder/offeror shall submit the information prior to a commitment by the County of Riverside to award the Contract to the apparent successful competitor, as a condition of responsibility, within ten (10) days of County of Riverside's request.

DBE participation in this Contract may be in the form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g). (See Proposal Forms and Sample Letter of Intent included in Division I of the Specifications.)

All solicitations, contracts, and subcontracts resulting from projects funded under this Contract are subject to the Foreign Trade Restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

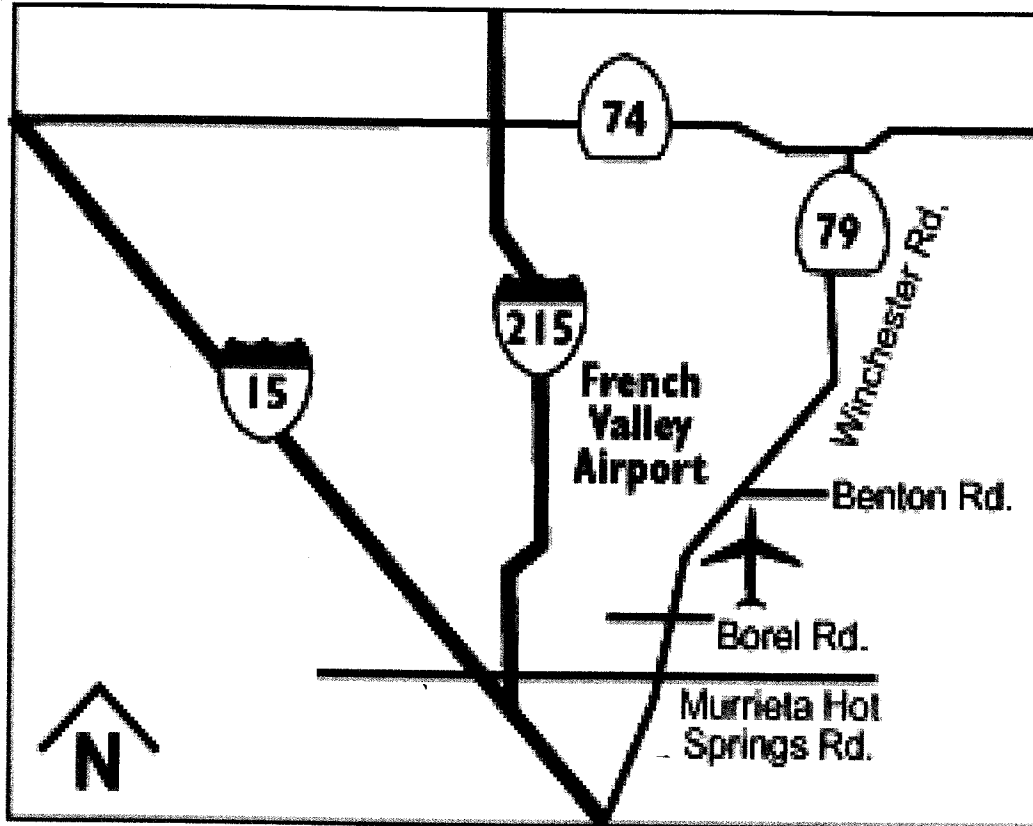
Each proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less than ten percent (10%) of the amount bid. The successful bidder shall submit at the time of execution of the Contract, a Performance Bond along with a Payment Bond (Labor and Material), each for one hundred percent (100%) of the Contract price, and required proof of insurance. Surety company shall be licensed in the State of California and have a Best's rating of "A" or better with a financial size of V or better.

The County of Riverside shall have the right to reject any bids presented in accordance with Section 20150.9 of the California Public Contracts Code.

Engineer's Estimate: French Valley Airport Northern Apron Rehabilitation	\$161,340.00
Bid Bond:	10%
Performance Bond:	100%
Payment Bond:	100%
Working Days:	40 working days

Date: _____

By: _____



French Valley Airport

Vicinity Map

INSTRUCTIONS TO BIDDERS
French Valley Airport
Northern Apron Rehabilitation Project

1. Proposal Requirements:

- A. General Requirements.** The Contractor's attention is directed to Division III, General Provisions, Section 20, "Proposal Requirements and Conditions," of the Specifications for general details on the preparation of proposals for this Project.
- B. Federal Requirements.** This Project is funded by the FAA and as such is subject to extensive Federal requirements in the areas of labor, wage rates, notices for Contracts, and bidding provisions. The Contractor's attention is directed to Division II, FAA Required Provisions, Sections 1 through 5, of the Specifications for detailed information on FAA required requirements.

2. Description of Work: The scope of work for this Project consists of the following elements:

- **Northern Apron Rehabilitation Project**

3. Award of Contract: The COUNTY reserves the right to reject any and all bids in conformance with Section 20150.9 of the California Public Contracts Code. Each Contractor shall provide prices for all Bid Schedules and Alternates included in the Proposal Form. If awarded, the COUNTY will award one contract to the lowest responsive bid received. The award, if made, will be pending FAA review and confirmation of availability of funds. All bids shall be valid for a period of **sixty (60)** working days from the opening date.

4. Bid Evaluation: Bids will be evaluated for price (see paragraph 43 regarding unbalanced pricing), conformance to the Specifications, Terms and Conditions, Instructions to Bidders, Special Conditions, experience, and other factors as appropriate. The award, if made, will be to the Bidder deemed of greatest advantage to the COUNTY.

Each Bid Schedule and Alternates (if applicable) will be evaluated separately. The bid price for each Contract item shall include all costs associated with completing the work included in the item and only those costs. Profit and overhead shall be factored into each item.

The priority and basis of award is as follows:

The award, if made will be to the lowest responsive bidder to the Base Bid.

5. Time and Place of Receiving Proposals: Sealed bids will be received by the office of the Clerk of the Board of Supervisors, County of Riverside, 4080 Lemon St., 1st floor, Riverside, California 92501, until **(2:00 p.m.)** Pacific Daylight time, **(Date –month/day/year)** _____; at which time the bids will be publicly opened and read.

6. Pre-Bid Meeting: A Pre-Bid Meeting may be scheduled, depending on the level of interest expressed by bidders. Regardless, all bidders shall visit the site. If the decision is made to hold a pre-bid meeting, all bidders will be notified of the time and place.

7. **Time of Completion:** The time of completion for the Project is **forty (40) working days**. Detailed information regarding Contract time and other limitations on construction is contained in Division IV, "Special Provisions for Airport Construction," of the Project Specifications.
8. **Liquidated Damages:** The Contract is subject to liquidated damages which are described in Division IV, "Special Provisions for Airport Construction," of the Project Specifications.
9. **Interpretation of Drawings and Documents:** If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans and Specifications, he may submit his questions or request for clarification in writing to the Engineer not later than **five (5) working days** before the date set for receipt of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be e-mailed, faxed, mailed or delivered to each person receiving a set of such documents.
10. **Bid Bond:** Each proposal shall be accompanied by a bid guarantee equivalent to ten percent (10%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of his bid, execute such Contractual documents as may be required within the time specified.
11. **Performance and Payment Bonds:**
 - A. The Contractor agrees to furnish a performance bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.
 - B. The Contractor agrees to furnish a payment bond for 100 percent of the Contract price. This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
12. **Disadvantaged Business Enterprise:** For credit to be allowed toward the DBE goal for this Project, prospective DBEs must be certified by Caltrans, or other agency acceptable to the COUNTY, on the date bids for the Project are opened (see Division II, FAA Required Provisions, Section 4).
13. **Minimum Wage and Certified Payroll:** Labor on this Project shall be paid no less than the greater of the minimum wage rates established by the U.S. Secretary of Labor or by the State of California's Director of the Department of Industrial Relations. The Contractor shall comply with Division II, FAA Required Provisions, Section 2-4 and Section 5 of these Specifications.
14. **Project Information:** General and technical information can be obtained from the offices of Mead & Hunt, Inc., 133 Aviation Blvd., Suite 100, Santa Rosa, California 95403; phone (707) 526-5010.
15. **Contractor's License.** Each Bidder must have a Class "A" California Contractor's License as required under provisions of the California Business and Professions Code.

16. **Plans and Specifications.** The Contractor will be provided five (5) sets of Plans and Specifications at the Preconstruction Conference. Additional sets will be available from the ENGINEER at their reproduction costs. Quantities stated in the Contract Documents are approximate only and are subject to correction upon final measurement of the work accomplished and subject further to right reserved by the COUNTY to increase or diminish the amount of work under any classification, as the design or construction needs require.
17. **Proposal Packet.** A loose-bound Proposal Packet is attached to the back of the Specifications. Bids shall be made upon the forms in this packet. The Bidder must supply all information required by the Bid Documents. See Division II, Sections 1 through 5 and Division III, Section 20 for details on the preparation of proposals for this Project.
18. **Addenda:** Any irregularities or lack of clarity in the Invitation and Bid must be brought to the attention of Mead & Hunt, Inc. in writing no less than five (5) business days prior to the Bid opening. Unless so noted, subject matters shall be interpreted to favor the COUNTY. If deemed necessary, written addenda shall be issued to all holders of Bid Documents, with said documents considered modified or amended by addenda so issued. All addenda must be acknowledged by signature where provided and returned, either with the bid submission or under separate cover clearly marked with the Bid number and date of opening, prior to the close of the bid receiving period. Verbal interpretations are not to be relied upon. **FAILURE OF THE BIDDER TO CALL ATTENTION TO IRREGULARITIES OR LACK OF CLARITY WILL NOT RELIEVE THE BIDDER OF PERFORMANCE UNDER THE CONTRACT.**
19. **Examination of the Job Site:** Prior to the submission of a bid, the Bidder shall examine the job site to become familiar with the existing conditions. Although public property, job site visits must be arranged with and approved by the COUNTY prior to the visit. Please contact Chad Davies, (951) 955-9417. Any discrepancy between the Bid Documents and actual site conditions shall immediately be brought to the attention of the OWNER in writing. Failure to examine the job site or call attention to discrepancies shall not relieve the Contractor of performance under any Contract issued as a result of his bid. Any pre-bid conference shall be specified elsewhere in these documents, if required.
20. **Collusion:** Any agreement or collusion among Bidders or prospective Bidders to bid a fixed price or restrict the competitive bid process in any way shall render the bids of such Bidders void.
21. **Interest in More Than One Bid:** No person, firm, or corporation, under the same or a different name, shall make, file, or be interested in more than one (1) bid for the same work unless alternate bids are requested; however, submitting a subcontractor's bid or material quotation to more than one (1) Bidder will not disqualify the subcontractor or material supplier.
22. **Independent Contractor Status:** The parties agree that the Contractor shall have the status of and shall perform all work under this Contract as an independent Contractor, maintaining control over all its consultants, subconsultants, Contractors, or subcontractors. The only Contractual relationship created by this Contract is between the COUNTY and the Contractor, and nothing in this Contract shall create any Contractual relationship between the COUNTY's and Contractor's consultants, subconsultants, Contractors, or subcontractors. The parties also agree that this Contract, by explicit agreement of the parties, that Contractor is not a COUNTY employee and that there shall be no:

- A. Withholding of income taxes by the COUNTY;
 - B. Industrial insurance coverage provided by the COUNTY;
 - C. Participation in group insurance plans which may be available to employees of the COUNTY;
 - D. Participation or contributions by either the independent Contractor or the COUNTY to the public employees' retirement system;
 - E. Accumulation of vacation leave or sick leave.
23. **Permits, Fees, Licenses, and Taxes:** The Contractor shall be responsible for securing all required permits, for all approvals or reviews, and for any required licenses. The COUNTY shall pay all fees. All such costs are NOT to be included in the bid price.
24. **Pre-Construction Meeting:** The Contractor and subContractors shall attend a pre-construction meeting with representatives of the COUNTY to discuss specific Project procedures. The pre-construction meeting may be waived by mutual agreement of the Contractor and the COUNTY.
25. **Construction Schedule:** The Contractor shall submit a construction schedule to the COUNTY not less than five (5) working days prior to the pre-construction meeting. The construction schedule shall establish the start and completion dates for each phase of the Project in sufficient detail to relate to the progress payment schedule of values. The COUNTY shall review and approve the schedule prior to commencement of work.
26. **Temporary Construction Facilities:** The CONTRACTOR shall provide temporary on-site restroom facilities, but no construction office will be required. The restroom facilities are to be provided at no cost to the COUNTY. Portable restrooms are to be emptied daily. Upon substantial completion, the temporary facilities are to be promptly removed and the site restored to the conditions existing prior to installation or as specified in the Scope of Work.
27. **Construction Utilities:** The Contractor shall arrange for and bear the cost of all temporary construction utilities including water for dust control.
28. **Compliance:** The Contractor shall be responsible for complying with all COUNTY, State, and Federal Codes, Laws, Statutes, Regulations, Ordinances, and Policies, as applicable, in the performance of the Contract.
29. **Access to the Work Site:** The Contractor, in the performance of the Contract, shall not be unduly denied access to the worksite provided that such access does not interfere with normal COUNTY operations, unless prior arrangements have been made with the COUNTY.
30. **Worksite Security/Safety:** The Contractor shall provide barricades, fencing, exhaust fans, temporary closures, hoods, drapes, or any other temporary structure required to protect COUNTY personnel and the general public from accidental injury, illness, or death during the term of the Project. The Contractor shall be responsible for securing the Project to prevent theft, vandalism, or arson of the COUNTY's or the Contractor's property, materials, equipment, and supplies. The COUNTY shall not be responsible for any property, equipment, materials, or supplies of the

Contractor. The Contractor shall be responsible for any theft, vandalism, or arson of COUNTY property, materials, equipment, or supplies if such loss is due to the negligence of the Contractor.

31. **Damage to COUNTY Property:** Any damage to the COUNTY's real or personal property caused by the Contractor, his subcontractors, or agents shall be promptly repaired or replaced to the approval of the COUNTY.
32. **Clean-up:** In the performance of the Contract, the Contractor shall keep the job site cleared of rubbish, debris, and scrap material. Upon completion of the Project all equipment, tools, supplies, and materials which are not the property of The COUNTY shall be promptly removed from the job site. The job site and surrounding areas are to be restored to the conditions existing prior to the commencement of work under the Contract, unless specifically modified by the Scope of Work under the Project.
33. **Utilities:** The location of all known utilities underground, above ground, or enclosed within a structure are indicated in the Bid Documents to the best knowledge of the Engineer. It is the responsibility of the Contractor to verify the location of all known or suspected utilities by contacting the utility owner prior to undertaking any excavation or demolition and to arrange for any interruption or termination of service. Any damage to known or suspected utilities caused by the Contractor's failure to verify the location with the OWNER of the utility shall be repaired or replaced at the expense of the Contractor. The Contractor shall notify the COUNTY forty-eight (48) hours in advance of any planned utility interruption. Should utilities not be located as indicated to the Contractor, the Contractor is entitled to compensation for determining the true location of the utility.
34. **Layout:** The OWNER shall provide vertical and horizontal construction reference points. Job layout shall be the responsibility of the Contractor and shall be included in the bid price.
35. **Workmanship:** All work shall be performed by competent personnel under the direction of a qualified project superintendent who shall be the representative of the Contractor. Work performed shall meet the workmanship standards for the trade involved. All materials and equipment installed by the Contractor shall be new, of suitable quality, and conform to all Specifications and/or Drawings. The use of other than new materials or equipment is not acceptable without the written consent of the Owner and will include a mutually agreeable cost reduction.
36. **Schedule of Values:** A schedule of value(s) shall be provided for each lump sum bid item during the Mobilization phase, but not later than 10 working days before the first progress payment. The schedule of values shall be in the form of a detailed, itemized cost breakdown of all items included in the lump sum amount that detail the material and labor profit and overhead costs for each item. All work to be performed by subcontractors shall be listed. The schedule of values, once established, will serve as the basis for estimating or evaluating the percentage of lump sum work completed for progress payments. Progress payments on Unit Price Work will be based on the number of units completed. The schedule of values may also be used to evaluate the impact of unbalanced pricing (see paragraph 43 below).
37. **Progress Payments:** Progress payments may be authorized by The COUNTY if the Project duration exceeds thirty (30) calendar days. Progress Payment Requests are to be submitted to the Engineer accompanied by a schedule of values in the form of a Payment Request. Progress payments will be

authorized by the COUNTY Project Manager. The COUNTY reserves the right to reduce the Progress Payment amount if, in the opinion of the Engineer, Project Manager, or the Purchasing and Contracts Administrator, the values on the Schedule of Values exceed the amount of work completed or material delivered to the job site. Any such changes will be reviewed with the Contractor.

38. Retention: Progress payments shall be subject to ten percent (10%) retention until the Project is at least ninety percent (90%) complete and may be reduced thereafter. Within thirty-five (35) days following publication of the Notice of Completion (Contracts over \$20,000) the retention may be reduced to an amount equal to twice the estimated value of any uncompleted work.

39. Fair Employment Practices: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for such employment because of race, creed, color, national origin, sex, or age. Such agreement 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 acknowledges awareness of and is fully informed of the Contractor's obligations under Executive Order 11246 and, where applicable, shall comply with the requirements of the Order and all other orders, rules, and regulations promulgated under the Order unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this Contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which, by reference, is incorporated in this Contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers", which, by this reference, is incorporated in this Contract.

Contractor agrees to assist Disadvantaged Business Enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants to participate to the extent possible, consistent with their qualifications, quality of work, and obligation of Contractor under this Contract.

The Contractor further agrees to insert these provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

40. Appeal by Unsuccessful Bidders: Any unsuccessful Bidder may appeal a pending bid award prior to award by the COUNTY. The appellant must:

- A. Submit a written protest to the COUNTY within five (5) workdays after the bid opening.
- B. Describe, in the written protest, the issues to be addressed on appeal.
- C. Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by the COUNTY, who will hold the bond or security until a determination is made on the appeal.

- D. Post the bond or other security in the amount of twenty-five (25%) of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$250,000.
- E. Not seek any type of judicial intervention until The COUNTY has rendered its final decision on the protest.

41. **Suspension and Debarment Requirements for Federal Contracts:** For Federally-funded Public Works, the Bidder certifies, by submission of this bid or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, Contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation/proposal.

42. **Contractor's Employees and Employee Identification:**

- A. CONTRACTOR must submit a current list of full names i.e., first, middle, and last (no nicknames), addresses, birth dates, social security numbers, driver's license numbers, and last known address of all employees who perform work in COUNTY facilities under this Contract. Changes in the employment list must be reported to The COUNTY within 24 hours.
- B. Laminated type identification badges must be furnished by the Contractor and worn by all Contractor's employees while on COUNTY premises. The badge will have the employee's picture, name, signature, and social security number.

43. **Unbalanced Pricing.** An offer with unbalanced pricing is not acceptable. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices or payment for incomplete work, or for work not done. Unbalanced pricing exists when, despite an acceptable total overall price, the price of one or more Contract line items is significantly over or understated, as determined by the Engineer in the application of customary construction industry standard techniques for cost and price analysis.

All offers with separately priced line items or sub-line items will be analyzed to determine if the prices are unbalanced. Bidders shall provide a schedule of values for all lump sum items (see paragraph 36 above) upon request. If an offer is deemed to be unbalanced, the COUNTY will:

1. Consider the risks to the COUNTY associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
2. Consider whether award of the Contract will result in paying unreasonably high prices for Contract performance and whether the award fails to represent the lowest ultimate cost to the COUNTY.

An offer may be rejected if the COUNTY deems that the lack of balances poses an unacceptable risk to the COUNTY. The COUNTY reserves the right to delete all or part of an item that is deemed to be unbalanced, and award the Contract; and to require that item of work to be done by force account or negotiated price.

44. **Federal Assurances:** Contractors and subcontractors are advised that this Project requires:
 - A. Payment of Federal Wage Rates,
 - B. Compliance with EEO criteria,
 - C. Certification of Non-Segregated Facilities,

45. **Buy American Clause:** A Buy American clause applies to this Project. See Division II, Section 1, Paragraph 1-7 of the FAA-required provisions.

46. **Federal Subcontracting Requirements:** If Contractor awards a subcontract under this Contract, Contractor, if applicable, shall use the following alternative steps:
 - A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
 - B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in Paragraph 39 above.

If applicable, Contractor agrees to complete and submit to the COUNTY a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within thirty (30) days after the end of each fiscal quarter until the end of the Contract.

PROPOSAL FORM

CONSTRUCTION OF AIRPORT IMPROVEMENTS
FRENCH VALLEY AIRPORT
NORTHERN APRON REHABILITATION
AIP PROJECT NO. 3-06-0338-025
RIVERSIDE COUNTY, CALIFORNIA

FROM: _____

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ AFTER-HOURS TELEPHONE: _____

CONTRACTOR LICENSE NUMBER: _____

TO: Economic Development Agency
Aviation Division
County of Riverside
3403 10th Street, Suite 500
Riverside, California 92501

Ladies and Gentlemen:

The undersigned, as bidder, *under penalty of perjury*, declares that the only persons or parties interested in this proposal as principals are those named herein: that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, the PLANS and SPECIFICATIONS herein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Riverside, in the form of the CONTRACT annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the CONTRACT, in the manner and time therein prescribed, and according to the requirements of the ENGINEER as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

BID SCHEDULE

**FRENCH VALLEY AIRPORT
NORTHERN APRON REHABILITATION PROJECT
AIP PROJECT NO. 3-06-0338-025**

Item	Description	Units	Approx. Quantity	Unit Price (In Figures)	Total Cost (In Figures)
1.	MOBILIZATION	LS	1		
2.	AIRFIELD SAFETY AND TRAFFIC CONTROL	LS	1		
3.	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	LS	1	\$ 5,000.	\$ 5,000.
4.	SURFACE PREPARATION	SY	60,050		
5.	MAJOR CRACK SEAL (greater than 1-inch)	LF	300		
6.	MINOR CRACK SEAL (greater than 3/8-inch less than 1-inch)	LF	3,820		
7.	SEAL COAT SURFACE TREATMENT	SY	60,050		
8.	MARKINGS	SF	5,660		
Total Bid (Items 1 through 8). Please indicate in figures:					\$
Total Bid (Items 1 through 8). Please indicate in writing:					

The COUNTY reserves the right to reject any single bid, all bids or any individual bid schedule. The award, if made, will be to the lowest responsive Bid.

Acknowledgment of Addenda

Addendum No. Initial

Signature/Title

Company

Contractor's License Number/Expiration Date

NOTE: Contractor License Number and Expiration Date stated herein are made under penalty of perjury.

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the work in an amount in excess of one-half (1/2) of one percent (1%) of THE CONTRACTOR's total bid; and (b) The portion of the work which will be done by each subcontractor.

If the CONTRACTOR fails to specify a subcontractor for any portion of the work as above stated he agrees to perform that work himself. The CONTRACTOR shall not, without written consent of the OWNER, make any substitution, alterations, or additions to the following list of subcontractors which is made a part of this proposal.

1. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

2. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

3. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

4. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

5. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

6. ATTACH ADDITIONAL SHEET(S) IF MORE THAN 6 SUBCONTRACTORS ARE TO BE USED.

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, attach an explanation of the circumstances.

Signed _____

**BIDDER'S STATEMENT ON
PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE**

Each bidder, prospective prime CONTRACTOR, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes.

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

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

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.

Date

Signature and Title

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE).

CERTIFICATION OF NONSEGREGATED FACILITIES

The Federally-assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction CONTRACTOR certifies further that they will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally-assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause in this CONTRACT. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally-assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Date

Signature and Title

IRS Employer Identification Number

CERTIFICATION OF BIDDER REGARDING

AFFIRMATIVE ACTION PROGRAM

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: _____

Address: _____

Name and Title of Signer: _____

Date

Signature

NOTE:

The CONTRACTOR to whom the CONTRACT is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the Bid Specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization on this CONTRACT.

_____ If unable to meet the DBE goal of **twelve percent (12%)**, the bidder/offeror is committed to a minimum of _____% DBE utilization on this CONTRACT and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____

Title: _____

LIST OF DBE SUBCONTRACTORS

CONTRACT AMOUNT

1.	_____	\$ _____
	Name	Phone
2.	_____	\$ _____
	Name	Phone
3.	_____	\$ _____
	Name	Phone
4.	_____	\$ _____
	Name	Phone
5.	_____	\$ _____
	Name	Phone
6.	_____	\$ _____
	Name	Phone
7.	_____	\$ _____
	Name	Phone
8.	_____	\$ _____
	Name	Phone

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

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

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

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

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

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

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

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

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

Date

Signature

BUY AMERICAN CERTIFICATE (Jan. 1991)

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

A list of articles, materials, and supplies excepted from this provision is contained in Division II, Section 1, Paragraph 1-7.

PRODUCT

COUNTRY OF ORIGIN

**SUSPENSION AND DEBARMENT REQUIREMENTS
FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29**

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

Signature (Name of Bidder)

Date (Name & Title of Signing Official)

Business Address

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed CONTRACT; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2011, at _____,
California.

Signature of affiant: _____

NOTE: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OF COPARTNERSHIP CONTRACTOR

_____ declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____

which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed CONTRACT; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____

who constitute the other members of the joint venture or copartnership.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2011, at _____, California.

Signature of affiant: _____

NOTE: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

_____ declares as follows:

That he or she is _____
of _____

a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed CONTRACT; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2011, at _____,
California.

Signature of affiant: _____

NOTE: Notarization of signature required

BID BOND

Recitals: 1. _____ "CONTRACTOR", has submitted his CONTRACTOR's Proposal to County of Riverside, "COUNTY", for the construction of public work for _____ in accordance with a Notice Inviting Bids of COUNTY dated _____.

2. _____

a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement: We, CONTRACTOR as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is ten percent (10%) of the amount of the CONTRACTOR's Proposal, including all bid alternates, and inures to the benefit of COUNTY.

2. This Bond is exonerated by (1) COUNTY rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, CONTRACTOR executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of COUNTY resulting from failure of CONTRACTOR to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the CONTRACTOR's Proposal.

3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which COUNTY may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors, and assigns.

Dated: _____

By _____

By _____

Title: Attorney in Fct
"Surety"

Title: _____
"Contractors"

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact.

Notary Public (Seal)

(NOTE: Affix corporate seals.)

CONTRACT AGREEMENT
FRENCH VALLEY AIRPORT "NORTHERN APRON REHABILITATION PROJECT"
COUNTY OF RIVERSIDE
CONSTRUCTION OF AIRPORT IMPROVEMENTS

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the COUNTY OF RIVERSIDE (the COUNTY), organized and existing under and by virtue of the laws of the State of California, hereinafter designated the OWNER, and

_____ of the City of _____, County of _____, State of California, hereinafter designated the CONTRACTOR.

WITNESSETH:

That the said CONTRACTOR has covenanted and agreed, for and in consideration of the payments made as provided for in the Proposal, Project Specifications, and Contract Documents, to the CONTRACTOR by the said OWNER, and under the penalty expressed in the bond hereto attached, at his proper cost and expense, to do all the work and furnish all materials, tools, labor, and all appliance and appurtenances called for by the Agreement, free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for the construction of: **NORTHERN APRON REHABILITATION PROJECT**.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Plans, Project Specifications, and Contract Documents. The Project Specifications and Contract Documents and Drawings furnished by the CONTRACTOR with his proposal and the additional drawings or prints and other information to be furnished by the CONTRACTOR in accordance with the Project Specifications and Contract Documents are made a part of this Agreement when and as approved by the COUNTY OF RIVERSIDE, are intended to be complementary, and all Project Specifications and Contract Documents, Plans, Drawings, or prints furnished by the CONTRACTOR and approved by the COUNTY OF RIVERSIDE shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said Plans, Project Specifications, and Contract Documents, Drawings, or prints the same as though the said work were contained and described in all.

The Notice Inviting Bids, Instruction to Bidders, FAA-Required Provisions, Riverside County Provisions, General, and Special Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, CONTRACTOR's Affidavit, Technical Provisions, Appendix, Plans, Addenda Nos. 0, General Wage Decisions, any change orders issued, and any additional or supplemental specifications, notices, instructions, and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this CONTRACT. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, Faithful Performance Bond, and the submission of proof of insurance.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the COUNTY OF RIVERSIDE, California, or properly authorized agents, on whose inspection all work shall be accepted or rejected.

The COUNTY shall have full power to reject or condemn all materials furnished or work performed under this CONTRACT which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the COUNTY OF RIVERSIDE, California and said CONTRACTOR, that the Aviation Division of the COUNTY OF RIVERSIDE, Economic Development Agency, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions may arise relative to the execution of the work under this CONTRACT on the part of the said CONTRACTOR, and its estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this CONTRACT.

Any violation or breach of the terms of this CONTRACT on the part of CONTRACTOR/ Subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this Agreement.

IN WITNESS WHEREOF, five (5) identical counterparts of this CONTRACT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

SEAL (ATTEST)

COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)

Chairman, Board of Supervisors

APPROVED (AS TO FORM):

County Counsel

(CONTRACTOR)

WITNESSES:

Title: _____

Title: _____

(CORPORATE SEAL)

Address: _____

Phone: _____

Contractor's License No. _____

Classification and Expiration Date: _____

PERFORMANCE BOND

RECITALS:

- 1. _____, (CONTRACTOR) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (COUNTY) for construction of public work known as FRENCH VALLEY AIRPORT NORTHERN APRON REHABILITATION PROJECT
- 2. _____, a _____, corporation (Surety), is the Surety under this Bond.

AGREEMENT:

We, CONTRACTOR, as Principal, and Surety, jointly and severally agree, state, and are bound unto County

- 1. The amount of the obligation of this Bond is one hundred percent (100%) of the estimated CONTRACT price for the PROJECT of \$ _____ and inures to the benefit of COUNTY.
- 2. This Bond is exonerated by CONTRACTOR doing all things to be kept and performed by it in strict conformance with the Contract Documents for the PROJECT; otherwise it remains in full force and effect for the recovery of loss, damage, and expense of COUNTY resulting from failure of CONTRACTOR to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to CONTRACTOR, alteration, or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total CONTRACT PRICE cannot be increased by more than twenty-five percent (25%) without approval of Surety.

THIS BOND is executed as of _____.

By: _____ Type Name _____
(Authorized Signature) Its Attorney in Fact

Name of Surety

By: _____
Title: _____
"Contractor"

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged.

PAYMENT BOND

(Public Works Civil Code 3247 et seq.)

The makers of this Bond are _____, as Principal and Original CONTRACTOR, and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE, a public entity, as OWNER, for \$ _____, the total amount Payable. THE AMOUNT OF THIS BOND IS 100 PERCENT (100%) OF SAID SUM. Said CONTRACT is for public work generally consisting of airport improvements at FRENCH VALLEY AIRPORT.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as set forth in 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to the extension of time for performance, change in requirements, amount of compensation, or prepayment under said CONTRACT.

Dated: _____

Original Contractor

By: _____

By: _____
Its Attorney in Fact

Title: _____
(If corporation, affix seal)

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

SURETY'S

ACKNOWLEDGEMENT

On _____, before me personally appeared person whose name is subscribed the name of said corporation thereto, and acknowledged that he subscribed the name of said corporation thereto, and his name as its attorney in fact.

Notary Public (SEAL)

NOTE: All signatures must be notarized.

DBE LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the CONTRACT for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime CONTRACT, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor within ten (10) days of request.)

DIVISION II

FAA Required Provisions

DIVISION II

SECTION 1

REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

1-1 REQUIRED NOTICES FOR ALL CONTRACTS. The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

1-2 REQUIRED NOTICES FOR CONTRACTS OVER \$10,000.

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

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

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

"an equal opportunity employer".

1-3 REQUIRED NOTICE FOR CONTRACTS FOR 50 OR MORE EMPLOYEES AND A CONTRACT OF \$50,000 OR MORE.

- A. A contractor having 50 or more employees and first tier subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days from contract commencement, be required to develop a written Affirmative Action Compliance Program for each of its establishments.
- B. Within 30 days after award of this contract, the contractor must file a compliance report (SF 100) if the contractor has not submitted a complete compliance report within 12 months preceding the date of award.
- C. State and local governments are exempt from the requirements of filing the annual compliance report (SF 100).
- D. The Contractor shall require the subcontractor on any first tier subcontracts, irrespective of dollar amount, to file a SF 100 within 30 days after award of the subcontract if the above conditions apply. A SF 100 will be furnished upon request. The SF100 is normally furnished 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 may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, D.C. 20506

1-4 NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.

- A. A Certification of Nonsegregated Facilities must be submitted with Bid for a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the EEO clause.
- B. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the EEO clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the EEO clause. **NOTE:** The penalty for making false statements in offers is prescribed in 18U.S.C. 1001.

1-5 CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000.

- A. **Contractors and subcontractors agree:**
 - 1. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - 2. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
 - 3. That as a condition for award of a contract they will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

1-6 FOREIGN TRADE CERTIFICATION. The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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

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

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

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

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

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

1-7 BUY AMERICAN-- STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United states when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

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

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

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

The government list of articles, materials, and supplies excepted from this provision is included below:

Acetylene, black
 Agar, bulk
 Anise
 Antimony, as metal or oxide
 Asbestos, amosite, chrysolite, and crocidolite
 Bananas
 Bauxite
 Beef, corned, canned
 Beef extract
 Bephenium Hydroxynapthoate
 Bismuth
 Books, trade, test, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available
 Brazil nuts, unroasted
 Cadmium, ores, and flue dust
 Calcium cyanamide
 Capers
 Cashew nuts
 Castor beans and castor oil
 Chalk, English
 Chestnuts
 Chicle
 Chrome ore or chromite
 Cinchona bark
 Cobalt, in cathodes, rondelles, or other primary ore and metal forms
 Cocoa beans
 Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form
 Coffee, raw or green bean
 Colchicine alkaloid, raw
 Copra
 Cork, wood, or bark and waste
 Cover glass, microscope slide
 Cryolite, natural
 Dammar gum
 Diamonds, industrial, stones and abrasive
 Emetine, bulk
 Ergot, crude
 Erthrityl tetranitrate
 Fair linen, altar
 Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra and sisal
 Goat and kid skins
 Graphite, natural, crystalline, crucible grade
 Handsewing needles
 Hemp yarn
 Hog bristles for brushes
 Hyoscine, bulk
 Ipecac, root
 Iodine, crude
 Kaurigum
 Lac
 Leather, sheepskin, hair type
 Lavender oil
 Manganese
 Menthol, natural bulk
 Mica
 Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)
 Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts
 Nitroguanidine (also known as picrite)
 Nux vomica, crude
 Oiticica oil
 Olive Oil
 Olives (green), pitted or unpitted, or stuffed, in bulk
 Opium, crude
 Oranges, mandarin, canned
 Petroleum, crude oil, unfinished oils, and finished products (see definitions below)
 Pine needle oil
 Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
 Pyrethrum flowers
 Quartz crystals
 Quebracho
 Quinidine
 Quinine
 Rabbit fur felt
 Radium salts, source and special nuclear materials
 Rosettes
 Rubber, crude and latex
 Rutile
 Santonin, crude
 Secretin
 Shellac
 Silk, raw and unmanufactured
 Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
 Spices and herbs, in bulk
 Sugars, raw
 Swords and scabbards
 Talc, block, steatite
 Tantalum
 Tapioca flour and cassava
 Tartar, crude; tartaric acid and cream of tartar in bulk
 Tea in bulk
 Thread, metallic (gold)
 Thyme oil
 Tin in bars, blocks, and pigs
 Triprolidine hydrochloride
 Tungsten
 Vanilla beans
 Venom, cobra
 Wax, canauba
 Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenhart, lignum vitae, mahogany, and teak
 Yarn, 50 Denier rayon

Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- A. "Asphalt" - a solid or semisolid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.
- B. "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- C. "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- D. "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.
- E. "Liquefied gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- F. "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- G. "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- H. "Natural Gas products" - liquids (under atmospheric conditions) including natural gasoline that:
 - 1. are recovered by a process of absorption adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - 2. when recovered and without processing in a refinery, definitions of products contained in sub-division B, C, and G above.
- I. "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

DIVISION II

SECTION 2

STANDARD FEDERAL CONTRACT CLAUSES AND
REQUIREMENTS FOR CONSTRUCTION CONTRACTS

2-1 GENERAL AND LABOR CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUB-
CONTRACTS.

- A. **Airports Program Project:** The work in this CONTRACT is included in the **AIP Project No. 3-06-0338-025**, which is being undertaken and accomplished by the SPONSOR in accordance with the terms and conditions of a grant agreement between the SPONSOR and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this CONTRACT and no reference in this CONTRACT to the Federal Aviation Administration or any representative thereof, or to any rights granted to the Federal Aviation Administration or any representative thereof, or the United States, by the CONTRACT, makes the United States a party to this CONTRACT.
- B. **Consent to Assignment:** The CONTRACTOR shall obtain the prior written consent of the SPONSOR to any proposed assignment of any interest in or part of this CONTRACT.
- C. **Convict Labor:** No convict labor may be employed under this CONTRACT.
- D. **Veterans Preference:** In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- E. **Withholding, Sponsor from Contractor:** Whether or not payments or advances to the SPONSOR are withheld or suspended by the Federal Aviation Administration, the SPONSOR may withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the CONTRACTOR or any subcontractor on the work the full amount of wages required by this CONTRACT.
- F. **Nonpayment of Wages:** If the CONTRACTOR or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this CONTRACT, the SPONSOR may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.
- G. **Federal Aviation Administration Inspection and Review:** The CONTRACTOR shall allow any authorized representative of the Federal Aviation Administration to inspect and review any work or materials used in the performance of this CONTRACT.
- H. **Subcontracts:** The CONTRACTOR shall insert in each of his subcontracts the provisions contained in paragraphs A, C, D, E, F, and G of this section, and also a clause requiring the subcontractors 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.
- I. **Contract Termination:** A breach of paragraphs F, G, and H of this section may be grounds for termination of the CONTRACT.

2-2 MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS UNLESS OTHERWISE INDICATED. During the performance of this CONTRACT, the CONTRACTOR, for herself/himself, her/his assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- A. Compliance with Regulations:** The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this CONTRACT.
- B. Nondiscrimination:** The CONTRACTOR, with regard to the work performed by her/him during the CONTRACT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the CONTRACT covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this CONTRACT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to her/his books, records, accounts, other sources of information and her/his facilities as may be determined by the SPONSOR or the Federal Aviation Administration pertinent to ascertain compliance with such REGULATIONS, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the SPONSOR or the Federal Aviation Administration, as appropriate, and shall set forth what efforts she/he has made to obtain the information.
- E. Sanction for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this CONTRACT, the SPONSOR shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

 - 1. Withholding of payments to the CONTRACTOR under the CONTRACT until CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the CONTRACT, in whole or in part.
- F. Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Paragraphs A through E of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS or directives issued pursuant thereto. The CONTRACTOR shall take 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, however, that, in the event a CONTRACTOR

becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

- G. Breach of Contract Terms Sanctions:** CONTRACT/subcontracts shall contain such contractual provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A sample clause is:

Any violation or breach of the terms of this CONTRACT on the part of the CONTRACTOR/subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this agreement.

- I. Contract Termination** (For contracts in excess of \$10,000.): This CONTRACT may be terminated by the SPONSOR for default or any other conditions or circumstances beyond the control of the CONTRACTOR. Termination conditions, the manner by which it will be effected, and the basis for settlement are as stated in Division III, Section 80-9 and 80-10.
- I. Rights to Inventions Materials** (For contracts or agreements involving imported products, processes, methods, etc.): All rights to inventions and materials generated under this CONTRACT are subject to regulations issued by the Federal Aviation Administration and the recipient of the Federal grant under which this CONTRACT is executed. Information regarding these rights is available from the Federal Aviation Administration and the SPONSOR.

2-3 ACCESS TO DOCUMENTS, RECORDS, ETC.

The SPONSOR, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall be allowed access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

2-4 LABOR CONTRACT CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS IN EXCESS OF \$2,000.

A. Minimum wages:

1. All mechanics and laborers 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 regulations issued 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 equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, 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 laborers or mechanics, subject to the provisions of Subparagraph A.4 below. 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 Paragraph D of this clause. 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 A.2 of this Section, and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and his subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. a. Any class of laborers or mechanics 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 SPONSOR shall approve an additional classification and wage rate and fringe benefits therefor 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 SPONSOR agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the SPONSOR, or will notify the SPONSOR within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control No. 1215-0140)
- c. In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives and the SPONSOR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the SPONSOR 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 SPONSOR or will notify the SPONSOR within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control No. 1215-0140)
- d. The wage rate (including fringe benefits, where appropriate) determined pursuant to Subparagraphs 2 b and 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.

3. 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 wage 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.
4. 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 labor 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 written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control No. 1215-0140)

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

C. Payrolls and Basic Records:

1. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of 3 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, her/his 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 Section 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 Paragraph a(4) of this clause that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates

prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Nos. 1215-0140 and 1251-0017.)

2. a. The CONTRACTOR shall submit weekly (for each week in which any CONTRACT work is performed) a copy of all payrolls to the applicant, SPONSOR, or owner, as the case may be for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Paragraph C.1 above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control No. 1215-0149.)
 - b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or her/his agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under Paragraph C.1 above and that such information is correct and complete;
 - (2) that each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and
 - (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 C.2.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.
3. The CONTRACTOR or subcontractor shall make the records required under Paragraph C.1 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.

D. Apprentices and Trainees.

1. **Apprentices:** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in her/his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
2. **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 shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training

Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. **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.

- E. **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.

- F. **Subcontracts:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in Paragraphs A through J of this clause and A through E of the fifth clause below.

- G. **Contract termination: debarment:** A breach of the CONTRACT clauses in Paragraphs A through J of this clause and A through E of the fifth clause below may be grounds for termination of the CONTRACT, and for the debarment as a contractor and a subcontractor as provided in 19 CRR 5.12.

- H. **Compliance with Davis-Bacon and related act requirements:** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 19 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

- I. **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 his subcontractors) and the contracting agency, the U.S. Department of Labor or the employees or their relatives.

- J. **Certification of eligibility:**
 1. By entering into this CONTRACT, the CONTRACTOR certifies that neither she/he 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).
 2. 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).
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2-5 The following clauses in Paragraphs A, B, C, D, and E, below, required by the Contract Work Hours and Safety Standards Act, will also be inserted in full in AIP construction contracts in excess of \$2,000 in

addition to the clause required by 29 CFR 5.5(a) or 4.6 of Part 4 of Title 29. As used in the following the terms "laborers" and "mechanics" include watchmen and guards.

- A. **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 laborer or mechanic, in any workweek in which he is employed on such work, to work in excess of 8 hours in any calendar day or in excess of 40 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, whichever is greater.
- B. **Violations; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in Paragraph A, above, the CONTRACTOR or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed (with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph A, above) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph A, above.
- C. **Withholding for unpaid wages and liquidated damages:** The Federal Aviation Administration or the SPONSOR shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of the 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 administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as set forth in the clause in Paragraph B, above.
- D. **Subcontracts:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in Paragraphs A through D 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 A through D.
- E. **Working conditions:** No CONTRACTOR or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

2-6 In addition to the provisions in 2-4 and 2-5, above, for contracts in excess of \$2,000, the following is to be included in **all** contracts for work on airport development projects involving labor:

- A. **Veteran's Preference.** In the employment of labor (except in executive, administrative and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled

veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

2-7 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING \$10,000: During the performance of this CONTRACT, the CONTRACTOR agrees as follows, except any CONTRACTS/subcontracts (or certifications preliminary thereto) with a State or local government or any agency, instrumentality or subdivision thereof shall not be applicable to any agency, instrumentality, or subdivision of such governments which does not participate in work on or under the CONTRACT or subcontract.

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employments, 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.
- B. 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, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to these books, records, and accounts by the Federal Aviation Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of the said rules, regulations, or orders, this CONTRACT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, of Executive Order 11246 of September 24, 1965, as amended, 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 enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Federal Aviation Administration, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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DIVISION II

SECTION 3

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY REQUIREMENTS

3-1 REQUIRED NOTICES FOR CONTRACTS OVER \$10,000. The regulations and orders of the Secretary of Labor, Office of Federal Contract Compliance Program (OFCCP), and FAR Part 152.61 require that the SPONSOR and/or its contractor(s) include in invitation for Bids or negotiations for contracts over \$10,000 the following notices:

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

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 work force in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade Vol. 45 Federal Register pg. 65984 10/3/80

Goals for female participation in each trade 6.9%

These goals are applicable to all the CONTRACTOR's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the CONTRACTOR performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the CONTRACTOR also is subject to the goals for both its federally involved and nonfederally 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 her/his 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 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 the Notice and in the CONTRACT resulting from this solicitation, the "covered area" is the one or more geographical areas indicated under Paragraph 1.a(2), above.

B. Contractor/Subcontractor Reporting - 41 CFR 60-1.7:

1. **Monthly Utilization Reports (SF-257):** Monthly Utilization Reports (SF 257) may be required to be submitted to the area office of the OFCCP. This requirement applies to CONTRACTs to be performed in areas designated by the Department of Labor. CONTRACTORs should contact the area office of the Department of Labor to see if this report is required.
 2. **Employer Information Report (SF 100):** CONTRACTORs/subcontractors working on federally-assisted projects are required to file with the sponsor annually, on or before March 31, complete and accurate reports on Standard Form 100 (Employer Information Report, EEO-1). The first such report is required within 30 days after award, unless the CONTRACTOR/subcontractor has submitted such a report within 12 months preceding the date of award (the FAA or the Department of Labor can designate other intervals). This form is normally furnished based on a mailing list, but can be obtained from the Equal Employment Opportunity Commission (EEOC) - Survey Division, 2401 E Street, NW, Washington, D.C. 20507 or by calling (202) 634-6750. The report is required if a CONTRACTOR or subcontractor meets all of the following conditions:
 - a. **Nonexempt:** If CONTRACTORs/subcontractors are not exempt based on 41 CFR 60-1.5;
 - b. **Number of Employees:** Has 50 or more employees;
 - c. **Dollar Level:** Has a CONTRACT or subcontract amounting to \$50,000 or more; and
 - d. **CONTRACTOR/subcontractor:** Is a prime CONTRACTOR or first tier subcontractor. Some subcontractors below the first tier who work at the site are required to file if they meet the above requirements.
- C. The successful bidder will be required to submit a Certification of Nonsegregated Facilities with each proposal, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the specifications.

3-2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED)

A. As used in these SPECIFICATIONS:

1. "Covered Area" means the geographical area described in the solicitation from which this CONTRACT resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer Identification Number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. 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
 - d. 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).

B. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, she/he 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.

C. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, her/his 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 make good faith efforts to achieve the Plan's goals and timetables.

D. The CONTRACTOR shall implement the specific affirmative action standards provided in Paragraphs 2g (1) through (16) 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 she/he has employees in the covered area. Covered construction CONTRACTORS performing construction work in geographical areas 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 toward its goals in each craft during the period specified.

- E. 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, as amended, or the regulations promulgated pursuant thereto.
- F. 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 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.
- G. 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 her/his effort to achieve maximum results from her/his actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. 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 on-site 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.
 - 2. 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.
 - 3. 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.
 - 4. 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,

or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

5. 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 g(2) above.
6. 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.
7. 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 on-site 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.
8. 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.
9. 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.
10. 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.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation 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.

13. 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.
 14. 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.
 15. 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.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.
- H. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through (16)). 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 g(1) through (16) 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 work force participation, makes a good faith effort to meet its individual goals and time table, 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.
- I. 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).
- J. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
- L. 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.

- M. 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 G 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 Executive Order 11246, the implementing regulations, or these SPECIFICATIONS, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. 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, trainees, 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 these requirements, contractors shall not be required to maintain separate records.
- O. 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).

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DIVISION II
SECTION 4
REQUIREMENTS UNDER THE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

4-1 GENERAL. This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation By Disadvantaged Business Enterprise in Department of Transportation (DOT) Programs". Portions of the Regulations are set forth hereunder and the Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

- A. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies.
- C. A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venturer must submit *documentation in accordance with appropriate sections* of the Regulations.
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- E. Credit for a DBE vendor of materials or supplies is limited to 20 percent of the price, unless the vendor manufactures or substantially alters the goods.
- F. A DBE must be certified before credit may be allowed toward the DBE goal. The SPONSOR shall have available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The SPONSOR shall make the directory available to bidders and proposers in their efforts to meet the DBE requirements. It shall specify which firms the DOT, the SPONSOR, or the Small Business Administration has determined to be eligible DBEs in accordance with procedures set forth in the Regulations.

4-2 DBE ASSURANCES.

- A. ***Policy:*** *It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of CONTRACTS financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.*
- B. ***DBE Obligation:*** *The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the 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.

- C. **Prompt Payment.** 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 SPONSOR. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the prime CONTRACTOR receives said payment from the SPONSOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

4-3 DBE GOALS. The DBE goal for this project is to be based on the total amount bid. Based on the 9th Circuit Court Decision in *Western States Paving v. Washington State Department of Transportation*, the COUNTY has determined that it is appropriate to use a race/gender neutral goal. The COUNTY encourages all bidders to take active race/gender neutral steps to include DBE's in this and other airport contracts. Race/gender neutral steps include: unbundling large contracts, subcontract work the prime contractor may self-perform, provide bonding or financing assistance, provide technical assistance, etc. This CONTRACT may be awarded without the lowest responsive bidder meeting the goal, but must demonstrate good faith effort to meet the goal.

A pre-bid meeting may be scheduled if necessary. One of the purposes of this meeting will be to inform DBEs of subcontracting opportunities. Attendance at this meeting is desirable for demonstrating reasonable effort to meet the goal of DBE participation.

4-4 AWARD OF CONTRACT. The SPONSOR reserves the right to reject any or all bids. The award of CONTRACT, if it be awarded, will be to the lowest responsible and *responsive* bidder without consideration of bidder's ability to meet DBE goals.

4-5 DBE INFORMATION. After the bid opening and before the award of the CONTRACT, those bidders/proposers that have submitted a CONTRACT price that has been determined to be reasonable will be asked by the SPONSOR, to submit within *ten (10) days a Letter of Intent (see Sample Forms) for each* DBE they propose to use, the type of subcontract work each DBE will perform, and the dollar value of each proposed DBE subcontract.

Additional information shall include the names of DBEs to be used with complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of said work.

The information necessary to establish the Bidder's good faith efforts to meet the DBE goal should include:

- A. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for DBE participation for this project was placed by the Bidder.

- B. The names and dates notices of all certified DBEs solicited by *fax or* direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work for which the Bidder requested subbids or materials to be supplied by DBEs, the information furnished interested DBEs in the way of plans, specifications, and requirements for the work, and any break down of items of work into economically feasible units to facilitate DBE participation.

Where there are DBEs available for doing portions of the work normally performed by the Bidder with his own forces, the Bidder will be expected to make portions of such work available for DBEs to bid on.

- D. The names of DBEs who submitted bids for any of the work indicated in (c) above which were not accepted, a summary of the Bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of the work, and the reasons for the Bidder's choice. If the reason for rejecting a DBE bid was price, give the price bid by the rejected DBE and the price bid by the selected CONTRACTOR or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bid.
- E. Assistance that the Bidder has extended to DBEs identified in (d) above to remedy the deficiency in their subbids.
- F. Any additional data to support a demonstration of good faith effort such as contacts with DBE assistance agencies.

4-6 SUBCONTRACTOR.

- A. No substitution of a DBE subcontractor shall be made at any time without the written consent of the SPONSOR.
- B. If a DBE subcontractor is unable to perform successfully and is to be replaced, the CONTRACTOR will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.

4-7 DBE RECORDS. The CONTRACTOR shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the CONTRACT, a summary of these records shall be prepared and certified correct by the CONTRACTOR or his authorized representative, and shall be furnished to the SPONSOR.

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DIVISION II

SECTION 5

MINIMUM WAGE

All labor on this PROJECT shall be paid not less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (*Federal Wage Rates*), or by the State of California's Director of the Department of Industrial Relations (*State Wage Rates*), in accordance with the provisions of these SPECIFICATIONS.

The most current prevailing wage rates available at the time of bid opening shall be used. The minimum Federal and State wage rates applicable to this PROJECT *are incorporated herein by reference as follows:*

FEDERAL WAGE RATES

General wage determinations issued under the Davis-Bacon and related Acts are available electronically at no cost on the Government Printing Office site at <http://www.access.gpo.gov/davisbacon>. They are also available electronically by subscription to the Davis-Bacon Online Service (<http://davisbacon.fedworld.gov>) of the National Technical Information Service (NTIS) of the U.S. Department of Commerce at 1-800- 363-2068.

STATE WAGE RATES

The General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.2. The CONTRACTOR can download this information from the web site: <http://www.dir.ca.gov/dlsr/PWD/>



DIVISION III

Special Provisions

DIVISION III
SECTION 10
DEFINITION OF TERMS

Whenever the following terms are used in these SPECIFICATIONS, in the CONTRACT, or in any documents or other instruments pertaining to construction where these SPECIFICATIONS govern, the intent and meaning shall be interpreted as follows:

10-1 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-2 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the AIRPORT to a public highway.

10-3 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-4 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-5 AIR OPERATIONS AREA. For the purpose of these SPECIFICATIONS, the term air operations area shall mean any area of the AIRPORT used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-6 AIRPORT. AIRPORT means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for AIRPORT buildings or other AIRPORT facilities or rights of way; and AIRPORT buildings and facilities located in any of these areas, and includes a heliport.

10-7 ASTM. The American Society for Testing and Materials.

10-8 AWARD. The acceptance, by the OWNER, of the successful bidder's proposal.

10-9 BASE. *A layer of specified material of planned thickness placed immediately below the pavement or surfacing.*

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.

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 CAAP. *California Aid to Airports Program.*

10-13 CALENDAR DAY. Every day shown on the calendar.

10-14 CHANGE ORDER. A written order to the CONTRACTOR covering changes in the PLANS, SPECIFICATIONS, or proposal quantities and establishing the basis of payment and CONTRACT time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the CONTRACT.

10-15 CONTRACT. The written agreement covering the work to be performed. The awarded CONTRACT shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The SPECIFICATIONS; The PLANS, and any addenda issued to bidders.

10-16 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the CONTRACT.

10-17 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the CONTRACT, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the CONTRACT shall be completed by that date.

10-18 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.

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

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

10-21 ENGINEER'S ESTIMATE. *The list of estimated quantities of work to be performed as contained in the Bidder's Proposal Form.*

10-22 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-23 EXTRA WORK. An item of work not provided for in the awarded CONTRACT as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the CONTRACT as previously modified.

10-24 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-25 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-26 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the OWNER or by another public agency pursuant to an agreement with the OWNER.

10-27 GRADING PLANE. *The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.*

10-28 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the CONTRACTOR.

10-29 INTENTION OF TERMS. Whenever, in these SPECIFICATIONS or on the PLANS, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the OWNER.

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

10-30 LABORATORY. The official testing laboratories of the OWNER or such other laboratories as may be designated by the Engineer.

10-31 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.

10-32 LIQUIDATED DAMAGES. *The amount prescribed in the SPECIFICATIONS, pursuant to the authority of the Government Code Section 53069.85, to be paid to the OWNER or to be deducted from any payments due or to become due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the SPECIFICATIONS.*

10-33 LUMP SUM. *A term used to describe a CONTRACT item, which means the total payment or price of the item, including all labor, materials, equipment, incidentals, profit and overhead, and for which a schedule of values is to be provided upon request.*

10-34 MAJOR AND MINOR CONTRACT ITEMS. A major CONTRACT item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award CONTRACT. All other items shall be considered minor CONTRACT items.

10-35 MATERIALS. Any substance specified for use in the construction of the CONTRACT work.

10-36 NOTICE TO PROCEED. A written notice to the CONTRACTOR to begin the actual CONTRACT work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the CONTRACT time begins.

10-37 OWNER. The term "OWNER" shall mean the party of the first part or the contracting agency signatory to the CONTRACT. For AIP CONTRACTs, the term "SPONSOR" shall have the same meaning as the term "OWNER." Where the term "OWNER" is capitalized in this document, it shall mean AIRPORT OWNER or SPONSOR only.

10-38 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-39 PAYMENT BOND. The approved form of security furnished by the CONTRACTOR and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-40 PERFORMANCE BOND. The approved form of security furnished by the CONTRACTOR and his/her surety as a guaranty that the CONTRACTOR will complete the work in accordance with the terms of the CONTRACT.

10-41 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the AIRPORT and the work to be done and which are to be considered as a part of the CONTRACT, supplementary to the SPECIFICATIONS.

10-42 PROJECT. The agreed scope of work for accomplishing specific AIRPORT development with respect to a particular AIRPORT.

10-43 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the PLANS and SPECIFICATIONS.

10-44 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a CONTRACT if his/her proposal is accepted by the OWNER.

10-45 RUNWAY. The area on the AIRPORT prepared for the landing and takeoff of aircraft.

10-46 SCHEDULE OF VALUES. *A schedule of values is a detailed, itemized cost breakdown of the amount bid for a lump sum CONTRACT item. All work items included in the lump sum price will be separated into labor, material, overhead and profit costs for each item.*

10-47 SPECIFICATIONS. A part of the CONTRACT containing the written directions and requirements for completing the CONTRACT work. Standards for specifying materials or testing which are cited in the CONTRACT SPECIFICATIONS by reference shall have the same force and effect as if included in the CONTRACT physically.

10-48 SPONSOR. See definition above of "OWNER."

10-49 STATE CONTRACT ACT. *Chapter 3, Part 5, Division 3, Title 2 of the California Government Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this CONTRACT to the same extent as if set forth herein in full.*

10-50 STATE STANDARD SPECIFICATIONS. *The SPECIFICATIONS issued by the State of California, Department of Transportation, entitled, "Standard Specifications, May 2006, CALTRANS."*

10-51 STRUCTURES. AIRPORT facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the AIRPORT that may be encountered in the work and not otherwise classified herein.

10-52 SUBBASE. *A layer of specified material of planned thickness between a base and the subgrade materials.*

10-53 SUBGRADE. The soil that forms the pavement foundation.

10-54 SUPERINTENDENT. The CONTRACTOR's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-55 SUPPLEMENTAL AGREEMENT. A written agreement between the CONTRACTOR and the OWNER covering (1) work that would increase or decrease the total amount of the awarded CONTRACT, or any major CONTRACT item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded CONTRACT; or (2) work that is not within the scope of the originally awarded CONTRACT.

10-56 SURETY. The corporation, partnership, or individual, other than the CONTRACTOR, executing payment or performance bonds that are furnished to the OWNER by the CONTRACTOR.

10-57 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an AIRPORT that has been designated by competent AIRPORT authority for movement of aircraft to and from the AIRPORT's runways or aircraft parking areas.

10-58 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.

10-59 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the CONTRACTOR may proceed with regular work for at least 6 hours toward completion of the CONTRACT. When work is suspended for causes beyond the CONTRACTOR's control, Saturdays, Sundays and holidays on which the CONTRACTOR's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION

DIVISION III

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-1 ADVERTISEMENT (Notice to Bidders).

The "Advertisement for Bids" included in the front of these SPECIFICATIONS will be (or has been) published at such places and at such times as required by local law or ordinances and is made a part of the "Contract Documents".

20-2 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the OWNER satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the OWNER satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the CONTRACTOR's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the OWNER.

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

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

20-3 CONTENTS OF PROPOSAL FORMS. The OWNER shall furnish bidders with proposal forms. *A Proposal Form Packet is separately bound in the back of these SPECIFICATIONS for use by the bidders.* All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

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

20-4 ISSUANCE OF PROPOSAL FORMS. The OWNER reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- A. Failure to comply with any prequalification regulations of the OWNER, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- B. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former CONTRACTs in force (with the OWNER) at the time the OWNER issues the proposal to a prospective bidder.

- C. CONTRACTOR default under previous CONTRACTs with the OWNER.
- D. Unsatisfactory work on previous CONTRACTs with the OWNER.

20-5 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these SPECIFICATIONS is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the CONTRACT. The OWNER does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or materials furnished in accordance with the PLANS and SPECIFICATIONS. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-6 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, PLANS, SPECIFICATIONS, and CONTRACT forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed CONTRACT. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed CONTRACT, PLANS, and SPECIFICATIONS.

20-7 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the OWNER. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

20-8 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- A. If the proposal is on a form other than that furnished by the OWNER, or if the OWNER's form is altered, or if any part of the proposal form is detached.
- B. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

- C. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- D. If the proposal contains unit prices that are obviously unbalanced.
- E. If the proposal is not accompanied by the proposal guaranty specified by the OWNER.

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

20-9 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the OWNER *as liquidated damages in case the successful bidder fails to file satisfactory bonds as required by the Contract Documents, or refuses to enter into a CONTRACT within the specified time.*

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of AIRPORT, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the OWNER in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- A. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- B. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the OWNER until any such participating bidder has been reinstated by the OWNER as a qualified bidder.
- C. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.
- D. A "non-responsive bid" as determined by the OWNER.

END OF SECTION

DIVISION III

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-1 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

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

- A. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- B. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

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

30-2 AWARD OF CONTRACT. The award of a CONTRACT, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

30-3 CANCELLATION OF AWARD. The OWNER reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a CONTRACT has been fully executed by all parties and is approved by the OWNER in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-4 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the OWNER has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the OWNER until such time as an award is made,

at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the OWNER receives the CONTRACT's bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-5 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.

Surety company shall be licensed in the State of California and have a Best's rating of "A" or better with a financial size of "V" or better.

30-6 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the CONTRACT and return such signed CONTRACT to the OWNER, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the CONTRACT is mailed, special handling is recommended.

30-7 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.

30-8 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the CONTRACT and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the OWNER.

30-9 VERBAL AGREEMENTS. *No verbal agreement or conversation with any officer, agent, or employee of OWNER, either before, during or after the execution of the CONTRACT, shall affect or modify any of the terms or obligations contained in the Contract Documents, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of the CONTRACT.*

END OF SECTION

DIVISION III
SECTION 40
SCOPE OF WORK

40-1 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. *Where the PLANS or SPECIFICATIONS describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the CONTRACT in a satisfactory and workmanlike manner.*

40-2 ALTERATION OF WORK AND QUANTITIES. The OWNER reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded CONTRACT quantities, provided that the aggregate of such alterations does not change the total CONTRACT cost or the total cost of any major CONTRACT item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded CONTRACT). Alterations that do not exceed the 25 percent limitation shall not invalidate the CONTRACT nor release the surety, and the CONTRACTOR agrees to accept payment for such alterations as if the altered work had been a part of the original CONTRACT. These alterations that are for work within the general scope of the CONTRACT shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of CONTRACT time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the OWNER and the CONTRACTOR are unable to agree on a unit adjustment for any CONTRACT item that requires a supplemental agreement, the OWNER reserves the right to terminate the CONTRACT with respect to the item and make other arrangements for its completion.

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

All supplemental agreements shall require consent of the CONTRACTOR's surety and separate performance and payment bonds.

40-3 DELETED ITEMS. The ENGINEER may, in the OWNER's best interest, delete from the work any CONTRACT item, except major CONTRACT items. Major CONTRACT items may be deleted by a supplemental agreement. Such omission of CONTRACT items shall not invalidate any other CONTRACT provision or requirement.

Should a CONTRACT item be deleted or otherwise ordered to be nonperformed, the CONTRACTOR shall be paid for all work performed toward completion of such item prior to the date of the order to delete such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR DELETED ITEMS of Section 90.

40-4 EXTRA WORK. Should acceptable completion of the CONTRACT require the CONTRACTOR to perform an item of work for which no basis of payment has been provided in the original CONTRACT or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the CONTRACT shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the CONTRACT time that, in the ENGINEER's opinion, is necessary for completion of such Extra Work.

When determined by the ENGINEER to be in the OWNER's best interest, he may order the CONTRACTOR to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original CONTRACT shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the OWNER.

40-5 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. It is understood and agreed that the CONTRACTOR shall provide for the free and unobstructed movement of aircraft in the air operations areas of the AIRPORT with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the CONTRACTOR shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the AIRPORT as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the CONTRACTOR shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the AIRPORT.

When the CONTRACT requires the maintenance of vehicular traffic on an existing road, street, or highway during the CONTRACTOR's performance of work that is otherwise provided for in the CONTRACT, PLANS, and SPECIFICATIONS, the CONTRACTOR shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The CONTRACTOR shall furnish erect, and maintain barricades, warning signs, flagperson, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The CONTRACTOR shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the CONTRACTOR will not be required to furnish snow removal for such existing road, street, or highway.

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

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various CONTRACT items.

40-6 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the CONTRACTOR, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various CONTRACT items.

Should the CONTRACTOR encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the PLANS, the ENGINEER shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the ENGINEER in accordance with the provisions of the CONTRACT.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the CONTRACT and shall remain the property of the OWNER when so utilized in the work.

40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the CONTRACTOR encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the CONTRACT to be either embankment or waste, he may at his/her option either:

- A. Use such material in another CONTRACT item, providing such use is approved by the ENGINEER and is in conformance with the CONTRACT SPECIFICATIONS applicable to such use; or,
- B. Remove such material from the site, upon written approval of the ENGINEER; or
- C. Use such material for his/her own temporary construction on site; or,
- D. Use such material as intended by the terms of the CONTRACT.

Should the CONTRACTOR wish to exercise option A., B., or C., he shall request the ENGINEER's approval in advance of such use.

Should the ENGINEER approve the CONTRACTOR's request to exercise option A., B., or C., the CONTRACTOR shall be paid for the excavation or removal of such material at the applicable CONTRACT price. The CONTRACTOR shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the CONTRACT work. The CONTRACTOR shall not be charged for his/her use of such material so used in the work or removed from the site.

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

It is understood and agreed that the CONTRACTOR shall make no claim for delays by reason of his/her exercise of option A., B., or C.

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

40-8 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the CONTRACTOR shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the CONTRACTOR has obtained the written permission of such property OWNER.

END OF SECTION

DIVISION III
SECTION 50
CONTROL OF WORK

50-1 AUTHORITY OF THE ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The ENGINEER shall decide all questions that may arise as to the interpretation of the SPECIFICATIONS or PLANS relating to the work. The ENGINEER shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under CONTRACT.

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

The ENGINEER shall determine the adequacy of the CONTRACTOR's methods, plant, equipment and appurtenances and may order the work stopped when necessary to prevent its improper execution; may reject any work and materials which in his opinion does not conform to the requirements of the CONTRACT; shall decide all questions which may arise as to the obligation of the CONTRACTOR to do any particular work or to furnish any particular materials or as to the reasonable value of any additional work or materials required by the ENGINEER, or as to the deductions to be made from the CONTRACT price for the work specified herein by reason of any work or materials directed by the ENGINEER to be deleted. All instructions, rulings and decision of the ENGINEER shall be made promptly and shall be in writing if so requested by the CONTRACTOR, and all such instructions, rulings, and decisions shall be final and binding.

In carrying out any of the above provisions or in exercising any power or authority granted to him by the CONTRACT Documents, there shall be no liability upon the ENGINEER or his authorized assistants, either personally or as an official of the OWNER, it being understood that in such matters the ENGINEER acts as an agent and representative of the OWNER.

50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the CONTRACT, PLANS or SPECIFICATIONS.

If the ENGINEER finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the PLANS and SPECIFICATIONS but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the OWNER, he will advise the OWNER of his/her determination that the affected work be accepted and remain in place. In this event, the ENGINEER will document his/her determination and recommend to the OWNER a basis of acceptance that will provide for an adjustment in the CONTRACT price for the affected portion of the work. The ENGINEER's determination and recommended CONTRACT price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the CONTRACT price shall be covered by CONTRACT modifications (change order or supplemental agreement) as applicable.

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

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the CONTRACTOR's responsibility to complete the work in accordance with the CONTRACT, PLANS, and SPECIFICATIONS. The term shall not be construed as waiving the ENGINEER's responsibility to insist on strict compliance with the requirements of the CONTRACT, PLANS, and SPECIFICATIONS during the CONTRACTOR's prosecution of the work, when, in the ENGINEER's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the ENGINEER with the authority, after consultation with the FAA, to use good ENGINEERING judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the CONTRACT, PLANS and SPECIFICATIONS.

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

50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The CONTRACT, PLANS, SPECIFICATIONS, and all referenced standards cited are essential parts of the CONTRACT requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; CONTRACT technical SPECIFICATIONS shall govern over CONTRACT general provisions, PLANS, cited standards for materials or testing, and cited FAA advisory circulars; CONTRACT general provisions shall govern over PLANS, cited standards for materials or testing, and cited FAA advisory circulars; PLANS shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical SPECIFICATIONS, the Special Provisions shall govern.

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

50-4 COOPERATION OF CONTRACTOR. The CONTRACTOR will be supplied with five copies each of the PLANS and SPECIFICATIONS. He shall have available on the work site at all times one copy each of the PLANS and SPECIFICATIONS. Additional copies of PLANS and SPECIFICATIONS may be obtained by the CONTRACTOR for the cost of reproduction.

The CONTRACTOR shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the ENGINEER and his/her inspectors and with other CONTRACTORS in every way possible. The CONTRACTOR shall have a competent superintendent on the work at all times who is fully

authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the PLANS and SPECIFICATIONS and shall receive and fulfill instructions from the ENGINEER or his/her authorized representative.

50-5 COOPERATION BETWEEN CONTRACTORS. The OWNER reserves the right to CONTRACT for and perform other or additional work on or near the work covered by this CONTRACT.

When separate CONTRACTs are let within the limits of any one PROJECT, each CONTRACTOR shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other CONTRACTORS. CONTRACTORS working on the same PROJECT shall cooperate with each other as directed.

Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with his/her CONTRACT and shall protect and save harmless the OWNER from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other CONTRACTORS working within the limits of the same PROJECT.

The CONTRACTOR shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other CONTRACTORS within the limits of the same PROJECT. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-6 CONSTRUCTION LAYOUT AND STAKES. The CONTRACTOR must establish all layout required for the construction of the work. Such stakes and markings as the ENGINEER may set for either his/her own or the CONTRACTOR's guidance shall be preserved by the CONTRACTOR. In case of negligence on the part of the CONTRACTOR, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the CONTRACTOR at the discretion of the ENGINEER.

The CONTRACTOR will be required to furnish all lines, grades and measurements necessary for the proper prosecution and control of the work contracted for under these SPECIFICATIONS.

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

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

Construction Staking and Layout includes but is not limited to:

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

NOTE: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the ENGINEER without additional cost to the OWNER.

50-7 AUTOMATICALLY CONTROLLED EQUIPMENT. Deleted.

50-8 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the OWNER shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the CONTRACT. Inspectors are not authorized to issue instructions contrary to the PLANS and SPECIFICATIONS or to act as foreman for the CONTRACTOR.

Inspectors employed by the OWNER are authorized to notify the CONTRACTOR or his/her representatives of any failure of the work or materials to conform to the requirements of the CONTRACT, PLANS, or SPECIFICATIONS and to reject such nonconforming materials in question until such issues can be referred to the ENGINEER for his/her decision.

50-9 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the ENGINEER. The ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete and detailed inspection.

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

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

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

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

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

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

Upon failure on the part of the CONTRACTOR to comply forthwith with any order of the ENGINEER made under the provisions of this subsection, the ENGINEER will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the OWNER) from any monies due or to become due the CONTRACTOR.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the CONTRACTOR at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the ENGINEER shall immediately notify the CONTRACTOR of such noncompliance. Such notification

shall specify a reasonable time within which the CONTRACTOR shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the CONTRACTOR fail to respond to the ENGINEER's notification, the OWNER may suspend any work necessary for the OWNER to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the OWNER, shall be deducted from monies due or to become due the CONTRACTOR.

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

50-15 FINAL ACCEPTANCE. Upon due notice from the CONTRACTOR of presumptive completion of the entire PROJECT, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the CONTRACT is found to be completed in accordance with the CONTRACT, PLANS, and SPECIFICATIONS, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of final acceptance as of the date of the final inspection.

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

50-15 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the CONTRACTOR deems that additional compensation is due him for work or materials not clearly provided for in the CONTRACT, PLANS, or SPECIFICATIONS or previously authorized as extra work, he shall notify the ENGINEER in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the ENGINEER is not afforded proper opportunity by the CONTRACTOR for keeping strict account of actual cost as required, then the CONTRACTOR hereby agrees to waive any claim for such additional compensation. Such notice by the CONTRACTOR and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the CONTRACTOR shall, within 10 calendar days, submit his/her written claim to the ENGINEER who will present it to the OWNER for consideration in accordance with local laws or ordinances.

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

50-16 COST REDUCTION INCENTIVE. The provisions of this subsection will apply only to CONTRACTs awarded to the lowest bidder pursuant to competitive bidding.

On PROJECTs with original CONTRACT amounts in excess of \$100,000, the CONTRACTOR may submit to the ENGINEER, in writing, proposals for modifying the PLANS, SPECIFICATIONS or other requirements of the CONTRACT for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the PROJECT, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the CONTRACTOR as being presented for consideration as a value ENGINEERING proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the PROJECT.

As a minimum, the following information shall be submitted by the CONTRACTOR with each proposal:

- A. A description of both existing CONTRACT requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;
- B. An itemization of the CONTRACT requirements that must be changed if the proposal is adopted;
- C. A detailed estimate of the cost of performing the work under the existing CONTRACT and under the proposed changes;
- D. A statement of the time by which a change order adopting the proposal must be issued;
- E. A statement of the effect adoption of the proposal will have on the time for completion of the CONTRACT; and
- F. The CONTRACT items of work affected by the proposed changes, including any quantity variation attributable to them.

The CONTRACTOR may withdraw, in whole or in part, any cost reduction proposal not accepted by the ENGINEER, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the ENGINEER to consider any cost reduction proposal that may be submitted.

The CONTRACTOR shall continue to perform the work in accordance with the requirements of the CONTRACT until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made, or such other date as the CONTRACTOR may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The ENGINEER shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated

net savings, the ENGINEER may disregard the CONTRACT bid prices if, in the ENGINEER's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The OWNER may require the CONTRACTOR to share in the OWNER's costs of investigating a cost reduction proposal submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the OWNER to deduct the cost of investigating a cost reduction proposal from amounts payable to the CONTRACTOR under the CONTRACT.

If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be by a CONTRACT change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the PLANS and SPECIFICATIONS which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the ENGINEER's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original CONTRACT costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the CONTRACT price that will divide the net savings equally between the CONTRACTOR and the OWNER.

The CONTRACTOR's 50 percent share of the net savings shall constitute full compensation to the CONTRACTOR for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the CONTRACT unless specifically provided for in the CONTRACT change order.

50-17 CLAIMS RESOLUTION. *In accordance with Public Contract Code Section 20104-20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the CONTRACTOR and the OWNER shall be resolved following the statutory procedure unless the OWNER has elected to resolve the dispute pursuant to Public Contract Code 10240 et seq.*

A. *All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the CONTRACT. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the OWNER.*

- 1.** *Claims Under \$50,000. The OWNER shall respond in writing to the claim within 45 days of receipt of the claim, or, the OWNER may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the OWNER may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the OWNER and the claimant. The OWNER's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.*

2. *Claims over \$50,000 but less than or equal to \$375,000. The OWNER shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the OWNER may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the OWNER and the claimant. The OWNER's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce additional information or documents, whichever is greater.*
- B. If the claimant disputes the OWNER's response, or if the OWNER fails to respond within the statutory time period(s), the claimant may so notify the OWNER within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the OWNER shall schedule a meet and confer conference within 30 days.*
- C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.*
- D. If a civil action is filed to resolve any claim the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.*

END OF SECTION

DIVISION III
SECTION 60
CONTROL OF MATERIALS

60-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the CONTRACT, PLANS, and SPECIFICATIONS. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the CONTRACTOR shall furnish complete statements to the ENGINEER as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the CONTRACT but, in all cases, prior to delivery of such materials.

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

The CONTRACTOR shall furnish airport lighting equipment that conforms to the requirements of cited materials SPECIFICATIONS. In addition, where an FAA specification for airport lighting equipment is cited in the PLANS or SPECIFICATIONS, the CONTRACTOR shall furnish such equipment that is:

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

60-2 CONTRACTOR QUALITY CONTROL *The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.*

Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract price paid for the various items of work involved and no additional compensation will be allowed therefore.

60-3 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the ENGINEER before incorporation in the work. Any work in which untested materials are used without approval or written permission of the ENGINEER shall be performed at the CONTRACTOR's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the ENGINEER, shall be removed at the CONTRACTOR's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of

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

The CONTRACTOR shall employ a testing organization to perform all CONTRACTOR required tests. The CONTRACTOR shall submit to the ENGINEER resumes on all testing organizations and individual persons who will be performing the tests. The ENGINEER will determine if such persons are qualified. All the test data shall be reported to the ENGINEER after the results are known. A legible, handwritten copy of all test data shall be given to the ENGINEER daily, along with printed reports, in an approved format, on a weekly basis. After completion of the PROJECT, and prior to final payment, the CONTRACTOR shall submit a final report to the ENGINEER showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-4 CERTIFICATION OF COMPLIANCE. The ENGINEER may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the CONTRACT. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

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

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

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

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

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

60-5 PLANT INSPECTION. The ENGINEER or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

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

- A. The ENGINEER shall have the cooperation and assistance of the CONTRACTOR and the producer with whom he has contracted for materials.
- B. The ENGINEER shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- C. If required by the ENGINEER, the CONTRACTOR shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the OWNER shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The ENGINEER shall have the right to reject only material which, when retested, does not meet the requirements of the CONTRACT, PLANS, or SPECIFICATIONS.

60-6 ENGINEER'S FIELD OFFICE. *Deleted.*

60-7 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all materials with the ENGINEER. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the PLANS, the storage of materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the ENGINEER. Private property shall not be used for storage purposes without written permission of the OWNER or lessee of such property. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the CONTRACTOR shall furnish the ENGINEER a copy of the property OWNER's permission.

All storage sites on private or airport property shall be restored to their original condition by the CONTRACTOR at his/her entire expense, except as otherwise agreed to (in writing) by the OWNER or lessee of the property.

60-8 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the CONTRACT, PLANS, or SPECIFICATIONS shall be considered unacceptable and shall be rejected. The CONTRACTOR shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the ENGINEER.

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

60-9 OWNER FURNISHED MATERIALS. The CONTRACTOR shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the OWNER. OWNER-furnished materials shall be made available to the CONTRACTOR at the location specified herein.

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

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

60-10 TRADE NAMES AND ALTERNATIVES. For convenience in designation on the PLANS or in the SPECIFICATIONS, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalogue information or followed by the words "or equal". The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and suitability of alternatives shall be upon the CONTRACTOR and he shall furnish all information necessary as required by the ENGINEER. The CONTRACTOR shall clearly flag all areas where the substituted unit differs from the specified material. The ENGINEER shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.
2. Whenever the SPECIFICATIONS permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the CONTRACTOR accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work, but need not be made in less than twenty-five (25) days after award of the CONTRACT.

60-11 BETTER MATERIAL OR PROCESS. In the event the CONTRACTOR furnishes a material, process or an article better than that specified, any difference in cost of such material, process or article so furnished shall be borne by the CONTRACTOR.

60-12 SHOP DRAWINGS AND SUBMITTALS. The CONTRACTOR, at his own expense, shall furnish for the approval of ENGINEER any and all shop drawings and other submittals required by the SPECIFICATIONS, or that may be requested by the ENGINEER, for any and all materials the CONTRACTOR proposes to use.

Shop drawings and submittals shall be submitted in quadruplicate and shall be marked with the name of the PROJECT and the name of the CONTRACTOR.

If the shop drawings or submittals show any variation from the CONTRACT requirements because of standard shop practice or other reason, specific mention of the variation shall be made in the letter of transmittal.

Approval of shop drawings and submittals will be general and shall not relieve the CONTRACTOR from the responsibility for proper fitting and construction of the work or from furnishing materials and work required by the CONTRACT which may not be indicated on shop drawings when approved, or from the responsibility for errors in the shop drawings. Shop drawing approval shall not be considered the basis for a CONTRACT change order.

60-13 MATERIALS LIST. The CONTRACTOR shall submit a complete list of all manufactured materials and equipment which he proposes to incorporate into the PROJECT to the ENGINEER for approval before placing his order for such materials or equipment. If the materials or equipment vary in any way from what was specified or shown on the PLANS, specific mention of the variation shall be made in the letter of transmittal.

60-14 GUARANTEE OF WORKMANSHIP AND MATERIALS AND DATE OF ACCEPTANCE. Besides guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and materials for a period of one year, except as otherwise required in the CONTRACT for a longer period, from and after the date of acceptance of the Work and recordation of Notice of Completion by OWNER and shall repair or replace any or all workmanship and materials, together with any other work which may be displaced in so doing, that, in the opinion of the OWNER, is or becomes defective during the period of said guarantee without expense whatsoever to OWNER.

60-15 FORM OF GUARANTEES. Guarantees in the form of written warranty shall be supplied on the CONTRACTOR's own letterhead as follows:

WARRANTY FOR

We hereby warrant that the _____ has been installed in accordance with the drawings and SPECIFICATIONS and that the work as installed will fulfill the requirements of the warranty included in the SPECIFICATIONS. We agree to repair or replace any or all of our work together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or materials for the period of one year from date of acceptance of the above-mentioned structure by the OWNER, ordinary wear and tear, and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the OWNER to proceed to have said defects repaired and made good at our expense, and we will honor and pay the cost and charges therefore on demand.

Signed: _____

END OF SECTION

DIVISION III

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The CONTRACTOR shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the OWNER and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-2 PERMITS, LICENSES, AND TAXES. The CONTRACTOR shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-3 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the CONTRACTOR is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the surety shall indemnify and save harmless the OWNER, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the OWNER for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-4 RESTORATION OF SURFACES DISTURBED BY OTHERS. The OWNER reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the OWNER, such authorized work (by others) is indicated as follows:

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

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

70-5 FEDERAL AID PARTICIPATION. For AIP CONTRACTs, the United States Government has agreed to reimburse the OWNER for some portion of the CONTRACT costs. Such reimbursement is made from time to time upon the OWNER's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the OWNER, the OWNER has included provisions in this CONTRACT pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

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

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

70-6 SANITARY, HEALTH, AND SAFETY PROVISIONS. The CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

70-7 PUBLIC CONVENIENCE AND SAFETY. The CONTRACTOR shall control *all construction* operations, *including* those of subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The CONTRACTOR shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-8 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The CONTRACTOR shall erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 10 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

For vehicular and pedestrian traffic, the CONTRACTOR shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

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

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

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

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

Open-flame type lights shall not be permitted within the air operations areas of the AIRPORT.

70-9 USE OF EXPLOSIVES. *Deleted.*

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The CONTRACTOR shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the ENGINEER has witnessed or otherwise referenced their location and shall not move them until directed.

The CONTRACTOR shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the PROJECT shall have been completed and accepted.

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

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The CONTRACTOR shall indemnify and save harmless the ENGINEER and the OWNER and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the CONTRACTOR under and by virtue of his/her CONTRACT as may be considered necessary by the OWNER for such purpose may be retained for the

use of the OWNER or, in case no money is due, his/her surety may be held until such suit(s), action(s), or claim(s) for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the OWNER, except that money due the CONTRACTOR will not be withheld when the CONTRACTOR produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the CONTRACT that it is not intended by any of the provisions of any part of the CONTRACT to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the CONTRACT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the CONTRACT.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the CONTRACTOR to complete portions of the CONTRACT work for the beneficial occupancy of the OWNER prior to completion of the entire CONTRACT, such "phasing" of the work shall be specified herein and indicated on the PLANS. When so specified, the CONTRACTOR shall complete such portions of the work on or before the date specified or as otherwise specified. The CONTRACTOR shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the OWNER as described below:

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

No portion of the work may be opened by the CONTRACTOR for public use until ordered by the ENGINEER in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the ENGINEER, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the CONTRACT. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the OWNER shall be repaired by the CONTRACTOR at his/her expense.

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

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

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

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the ENGINEER's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the

non-execution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the CONTRACTOR shall cooperate with the OWNER of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the OWNER to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the CONTRACTOR shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

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

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

It is further understood and agreed that the CONTRACTOR shall, upon execution of the CONTRACT, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the ENGINEER.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the CONTRACTOR to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the CONTRACTOR shall again notify each such owner of his/her plan of operation. If, in the CONTRACTOR's opinion, the OWNER's assistance is needed to locate the utility service or facility or the presence of a representative of the OWNER is desirable to observe the work, such advice should be

included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the CONTRACTOR's commencement of operations in such general vicinity. The CONTRACTOR shall furnish a written summary of the notification to the ENGINEER.

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

Where the outside limits of an underground utility service have been located and staked on the ground, the CONTRACTOR shall be required to use excavation methods acceptable to the ENGINEER within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the CONTRACTOR's operations.

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

The CONTRACTOR shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The OWNER reserves the right to deduct such costs from any monies due or which may become due the CONTRACTOR, or his/her surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. *Deleted.*

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 to him by this CONTRACT, there shall be no liability upon the ENGINEER, his/her authorized representatives, or any officials of the OWNER either personally or as an official of the OWNER. It is understood that in such matters they act solely as agents and representatives of the OWNER.

70-18 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 estop the OWNER from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the OWNER be precluded or stopped from recovering from the CONTRACTOR or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the CONTRACTOR to fulfill his/her obligations under the CONTRACT. A waiver on the part of the OWNER of any breach of any part of the CONTRACT shall not be held to be a waiver of any other or subsequent breach.

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

70-19 ENVIRONMENTAL PROTECTION. The CONTRACTOR shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. No open burning will be permitted on the Airport without the approval of the OWNER.

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

Should the CONTRACTOR encounter, during his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the ENGINEER. The ENGINEER will immediately investigate the CONTRACTOR's finding and the OWNER will direct the CONTRACTOR to either resume his/her operations or to suspend operations as directed.

Should the OWNER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such shall be covered by an appropriate CONTRACT modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the CONTRACT modification shall include an extension of CONTRACT time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

70-21 INSURANCE. CONTRACTOR agrees to purchase and maintain at his sole cost and expense during the life of the CONTRACT the insurance listed below with an insurer or insurers satisfactory to the COUNTY. The insurance carrier must have a current rating of "A" or better by the A.M. Best Company, a financial size of at least "V", and be an admitted carrier in the State of California. Any exceptions must be approved in advance by the County of Riverside Risk Management.

Comprehensive Automobile and General Liability Insurance with Bodily Injury and Property Damage limits of not less than \$2,000,000.00 each occurrence.

Such insurance shall also include:

- 1. Extension of coverage to the County, Mead & Hunt, Inc., and their officers, employees, and agents as additional insureds.*
- 2. A provision that coverage will not be canceled or subject to material reduction until at least thirty (30) days' prior written notice has been given to the COUNTY.*
- 3. A provision that CONTRACTOR's insurance shall apply as primary, and not excess of, or contributing with, any insurance held by the COUNTY.*
- 4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions included in this CONTRACT.*

5. *A cross-liability clause, or equivalent wording, stating that coverage shall apply separately to each named or additional insured as if separate policies had been issued to each.*
6. *Broad form property coverage.*
7. *Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work.*
8. *Products and completed operations coverage.*
9. *CONTRACTOR shall carry Workers' Compensation Insurance.*

The Certificate of Insurance from contained in these SPECIFICATIONS, evidencing above, must be completed by the CONTRACTOR's insurance agent or broker, and submitted to the OWNER with the Contract Documents and shall be furnished by the selected CONTRACTOR prior to, and as a condition of, award of CONTRACT.

CONTRACTOR shall exercise due diligence to require all subcontractors and all tiers of such subcontractors to provide public liability and Workers' Compensation Insurance with the minimum limits of coverage required of CONTRACTOR by this CONTRACT.

CONTRACTOR agrees to investigate, defend, indemnify, and hold harmless to the COUNTY, Mead & hunt, Inc., their officers, employees and agents, from and against any and all loss, damage, liability, claims, demands, detriments, costs, charge and expenses (including attorney's fees), and causes of action of whatsoever character which the COUNTY may incur, sustain, or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with the work to be performed or occupancy, operation, maintenance, enjoyment, or use of any of the COUNTY premises under this Agreement and arising from any cause whatsoever except the sole active negligence or willful misconduct of the COUNTY.

70-22 SAFETY. *The ENGINEER has not been retained or compensated to provide design and construction review services relating to the CONTRACTOR's safety precautions or to means, methods, techniques, sequences or procedures required for the CONTRACTOR to perform his work.*

The CONTRACTOR will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable state, COUNTY, and local laws, ordinances, and codes.

END OF SECTION

DIVISION III

SECTION 80

PROSECUTION AND PROGRESS

80-1 SUBLETTING OF CONTRACT. The OWNER will not recognize any subcontractor on the work. The CONTRACTOR shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the ENGINEER.

Should the CONTRACTOR elect to assign his/her CONTRACT, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the OWNER, and shall be consummated only on the written approval of the OWNER. In case of approval, the CONTRACTOR shall file copies of all subcontracts with the ENGINEER.

The CONTRACTOR shall perform, with his organization, an amount of work equal to at least fifty (50%) percent of the total CONTRACT cost.

80-2 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the CONTRACTOR will begin the construction and from which date CONTRACT TIME will be charged. The CONTRACTOR shall begin the work to be performed under the CONTRACT within 10 days of the date set by the ENGINEER in the written notice to proceed, but in any event, the CONTRACTOR shall notify the ENGINEER at least 24 hours in advance of the time actual construction operations will begin.

80-3 PROSECUTION AND PROGRESS. Unless otherwise specified, the CONTRACTOR shall submit his/her progress schedule for the ENGINEER's approval within 10 days after the effective date of the notice to proceed. The CONTRACTOR's progress schedule, when approved by the ENGINEER, may be used to establish major construction operations and to check on the progress of the work. The CONTRACTOR shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the PLANS and SPECIFICATIONS within the time set forth in the proposal.

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

For AIP CONTRACTS, the CONTRACTOR shall not commence any actual construction prior to the date on which the notice to proceed is issued by the OWNER.

80-4 LIMITATION OF OPERATIONS. The CONTRACTOR shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the AIRPORT.

When the work requires the CONTRACTOR to conduct his/her operations within an AIR OPERATIONS AREA of the AIRPORT, the work shall be coordinated with AIRPORT operations (through the ENGINEER) at least 48 hours prior to commencement of such work. The CONTRACTOR shall not close

an AIR OPERATIONS AREA until so authorized by the ENGINEER and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

The CONTRACTOR'S attention is directed to Division IV, Special Provisions for Airport Construction, of these SPECIFICATIONS for specific information on limitations and special requirements for construction in Air Operations Areas.

CONTRACTOR shall be required to conform to safety standards contained in *Division IV, Section 2, Construction Safety and Operations Requirements, of these SPECIFICATIONS.*

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All CONTRACTORs' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the CONTRACT documents conveys minimum requirements for operational safety on the AIRPORT during construction activities. The CONTRACTOR shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

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

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

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

80-5 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The CONTRACTOR shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the CONTRACT, PLANS, and SPECIFICATIONS.

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing AIRPORT facilities will result from its use.

When the methods and equipment to be used by the CONTRACTOR in accomplishing the work are not prescribed in the CONTRACT, the CONTRACTOR is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the CONTRACT, PLANS, and SPECIFICATIONS.

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

80-6 TEMPORARY SUSPENSION OF THE WORK. The OWNER shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the CONTRACT.

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

If it should become necessary to suspend work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for

normal drainage of the work. The CONTRACTOR shall erect temporary structures where necessary to provide for traffic on, to, or from the AIRPORT.

80-7 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of working days allowed for completion of the work is stated in *Division IV, Section 1, "Special Provisions for Airport Construction,"* of these SPECIFICATIONS and shall be known as the CONTRACT TIME.

Should the CONTRACT TIME require extension for reasons beyond the CONTRACTOR's control, it shall be adjusted as follows:

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

The ENGINEER shall base his/her weekly statement of CONTRACT TIME charged on the following considerations:

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

The CONTRACT TIME (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the CONTRACT require performance of work in greater quantities than those estimated in the proposal, the CONTRACT TIME shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in CONTRACT TIME shall not

consider either the cost of work or the extension of CONTRACT TIME that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- B. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the CONTRACT counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days elapsing between the effective dates of the OWNER's orders to suspend and resume all work, due to causes not the fault of the CONTRACTOR, shall be excluded.

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

- C. When the CONTRACT TIME is a specified completion date, it shall be the date on which all CONTRACT work shall be substantially completed.

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

80-8 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the CONTRACT, that any work remains uncompleted after the CONTRACT TIME (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the CONTRACT and proposal as liquidated damages will be deducted from any money due or to become due the CONTRACTOR or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the OWNER should the CONTRACTOR fail to complete the work in the time provided in his/her CONTRACT.

The maximum construction time allowed for Schedules **forty (40) working days** will be the sum of the time allowed for individual schedules but not more than **forty (40) working days**.

Permitting the CONTRACTOR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the OWNER of any of its rights under the CONTRACT.

80-9 DEFAULT AND TERMINATION OF CONTRACT. The CONTRACTOR shall be considered in default of his/her CONTRACT and such default will be considered as cause for the OWNER to terminate the CONTRACT for any of the following reasons if the CONTRACTOR:

- A. Fails to begin the work under the CONTRACT within the time specified in the "Notice to Proceed," or
- B. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the CONTRACT, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- D. Discontinues the prosecution of the work, or
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- H. Makes an assignment for the benefit of creditors, or
- I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the ENGINEER consider the CONTRACTOR in default of the CONTRACT for any reason hereinbefore, he shall immediately give written notice to the CONTRACTOR and the CONTRACTOR's surety as to the reasons for considering the CONTRACTOR in default and the OWNER's intentions to terminate the CONTRACT.

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

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

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

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

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

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

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The CONTRACTOR shall obtain approval from the ENGINEER prior to beginning any work in all areas of the AIRPORT. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The CONTRACTOR shall plan and coordinate his/her work in such a manner as to ensure safety and minimum hindrance to flight operations. All CONTRACTOR equipment and material stockpiles shall be stored a minimum of [200] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within [125] feet of an active runway at any time.

END OF SECTION

DIVISION III
SECTION 90
MEASUREMENT AND PAYMENT

90-1 MEASUREMENT OF QUANTITIES. All work completed under the CONTRACT will be measured by the ENGINEER, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

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

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

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

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the ENGINEER. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the ENGINEER directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the ENGINEER, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

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

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the CONTRACT.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the ENGINEER in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited SPECIFICATIONS, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the CONTRACTOR, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The CONTRACTOR shall have the scales checked under the observation of the inspector before beginning

work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

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

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

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

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

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

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit CONTRACT prices for the various items of the project.

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

90-2 SCOPE OF PAYMENT. The CONTRACTOR shall receive and accept compensation provided for in the CONTRACT as full payment for furnishing all materials, for performing all work under the CONTRACT in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

90-3 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the CONTRACTOR shall accept as payment in full, so far as

CONTRACT items are concerned, payment at the original CONTRACT price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the CONTRACT items, or from any other cause.

90-4 PAYMENT FOR DELETED ITEMS. As specified in the subsection titled DELETED ITEMS of Section 40, the ENGINEER shall have the right to delete from the work (order nonperformance) any CONTRACT item, except major CONTRACT items, in the best interest of the OWNER.

Should the ENGINEER delete or order nonperformance of a CONTRACT item or portion of such item from the work, the CONTRACTOR shall accept payment in full at the CONTRACT prices for any work actually completed and acceptable prior to the ENGINEER's order to delete or nonperform such CONTRACT item.

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

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

90-5 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the CONTRACT prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- A. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- B. **Comparison of Record.** The CONTRACTOR and the ENGINEER shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the CONTRACTOR and the ENGINEER or their duly authorized representatives.
- C. **Statement.** No payment will be made for work performed on a force account basis until the CONTRACTOR has furnished the ENGINEER with duplicate itemized statements of the cost of such force account work detailed as follows:
 - 1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
3. Quantities of materials, prices, and extensions.
4. Transportation of materials.
5. Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

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

90-6 DIRECT COSTS.

A. Labor

1. *Cost of labor shall include any employer payments to or on behalf of workers for health, welfare, pension, vacation, and similar purposes. Labor rates will not be recognized when in excess of those prevailing in the locality at the time the work is being performed. No labor charges will be accepted for supervision. The costs for all superintendents and forepersons are included in the markups established by the CONTRACT DOCUMENTS. The only exception to this will be working forepersons who perform actual manual labor or the extra work. No labor charges will be accepted for engineering or proposal preparation. These costs are included in the markups established by the CONTRACT DOCUMENTS.*
2. *Overtime and premium time pricing will only be allowed for labor which is performed after normal working hours at the ENGINEER's direction and written approval. If the CONTRACTOR chooses to work overtime without the ENGINEER's written approval, then overtime rates and premiums shall not apply.*

B. Material

1. *The actual cost to the CONTRACTOR for the materials directly required for the performance of the force account work. Such costs of materials may include the cost of transportation. No delivery charge will be allowed unless the delivery is specifically for the changed work.*
2. *If a trade discount by an actual supplier is available to the CONTRACTOR, it shall be credited to the COUNTY. If the materials are obtained from a supplier or source owned wholly by or in part by the CONTRACTOR, payment thereof will not exceed the current wholesale price for the materials. The term "trade discount" includes the concept of cash discounting.*
3. *If, in the opinion of the ENGINEER, the cost of the materials is excessive or if the CONTRACTOR fails to furnish satisfactory evidence of a cost to the CONTRACTOR from the actual supplier thereof, then, in either case, the cost of materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The COUNTY reserves the right to furnish such materials as it deems advisable and*

the CONTRACTOR shall have no claims for cost or profits on materials furnished by the COUNTY.

D. Equipment.

1. *The actual cost to the CONTRACTOR for the use of equipment directly required in the performance of the force account work. In computing the hourly rental of equipment any time less than thirty (30) minutes shall be considered one-half hour. No payment will be made for time while equipment is inoperative due to breakdown or for non-working days. In addition, the rental time shall omit the time required to move the equipment to the work, for rental of such equipment, and to return it to the source. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any way other than upon the changed work.*
2. *Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment and no payment will be made thereof unless it is a direct expense for the changed work and is used for no other purpose.*
3. *The rental rate for equipment will not exceed that as recommended by the lower of the rental rates established by Caltrans or as contained in the Association of Equipment Distributors (AED) book.*
4. *The amount to be paid to the CONTRACTOR for the use of equipment as set forth above shall constitute full compensation to the CONTRACTOR for all costs incidental to the use of the equipment.*

90-7 COST MARKUPS.

- A. *For work performed by the CONTRACTOR a 15 percent markup for overhead and profit will be added to the direct costs (as defined in Section 90-5) of the force account work.*
- B. *For work performed by a Subcontractor a 20 percent markup for overhead and profit will be added to the direct costs (as defined in Section 90-5) of the force account work. (Suggested breakdown: 15 percent to the Subcontractor, 5 percent to the CONTRACTOR.)*
- C. *For work performed by a Sub-Subcontractor (any tier) a 25 percent markup for overhead and profit will be added to the direct costs (as defined in Section 90-5) of the force account work. (Suggested breakdown: 15 percent to the Sub-subcontractor, 5 percent to the Subcontractor and 5 percent to the CONTRACTOR.)*
- D. *In no case will the total markups be greater than 25 percent of the direct cost notwithstanding the number of CONTRACT tier actually existing.*
- E. *On proposals covering both increases and decreases in the amount of the CONTRACT SUM, overhead, profit and commission shall be allowed on the net increase only as determined above. Where the difference is a deletion, no percentage for overhead, profit or commission shall be allowed.*

F. *The markup percentage shall be full compensation for profit, small tools, cleanup, engineering, supervision, warranties, job site overhead and home office overhead. No markup will be allowed on taxes, insurance and bonds.*

90-8 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the ENGINEER of the value of the work performed and materials complete in place in accordance with the CONTRACT, PLANS, and SPECIFICATIONS. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the CONTRACTOR since the last estimate amounts to less than five hundred dollars.

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

When not less than 95 percent of the work has been completed, the ENGINEER may, at the OWNER's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the CONTRACT value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the CONTRACTOR.

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

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section. CONTRACTOR acceptance of payments for undisputed CONTRACT amounts shall release the OWNER of all claims related to those amounts.

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

90-9 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 ENGINEER at or on an approved site.
- B. The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- C. The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- D. The CONTRACTOR has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- E. The CONTRACTOR has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the CONTRACT, PLANS, and SPECIFICATIONS.

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

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

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

90-10 PAYMENT OF WITHHELD FUNDS. At the CONTRACTOR's option, he/she may request that the OWNER accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the CONTRACTOR's deposits in escrow under the following conditions.

- A. The CONTRACTOR shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the OWNER.

- B. The CONTRACTOR shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the OWNER and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- C. The CONTRACTOR shall enter into an escrow agreement satisfactory to the OWNER.
- D. The CONTRACTOR shall obtain the written consent of the surety to such agreement.

90-11 ACCEPTANCE AND FINAL PAYMENT. When the CONTRACT work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the ENGINEER will prepare the final estimate of the items of work actually performed. The CONTRACTOR shall approve the ENGINEER's final estimate or advise the ENGINEER of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the CONTRACT as amended by change order or supplemental agreement. The CONTRACTOR and the ENGINEER shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the CONTRACTOR's receipt of the ENGINEER's final estimate. If, after such 30-day period, a dispute still exists, the CONTRACTOR may approve the ENGINEER's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the OWNER as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the CONTRACTOR has approved, or approved under protest, the ENGINEER's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the CONTRACTOR less all previous payments and all amounts to be deducted under the provisions of the CONTRACT. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the CONTRACTOR has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the OWNER in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the CONTRACTOR will be paid pursuant to a supplemental final estimate.

If the CONTRACTOR has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the OWNER in accordance with local laws and 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.

90-12 DEPOSIT OF SECURITIES. *In accordance with Public Contract Code Section 22300 and other applicable law, the CONTRACTOR may substitute securities for any monies withheld to ensure performance under the CONTRACT.*

END OF SECTION

DIVISION IV

Special Provisions for Airport Construction

and

**Construction Safety and Operations
Requirements**

DIVISION IV

SECTION 1

SPECIAL PROVISIONS FOR AIRPORT CONSTRUCTION

1-1.1 SCOPE OF WORK. Sections 1 and 2 of Division IV provides for construction safety in an AIRPORT environment; limitations on construction operations; minimum requirements for construction management and scheduling; and site specific information pertaining to potential impacts on construction activities. All costs associated with related work shall be included in the various CONTRACT pay items and no additional compensation will be made.

1-1.2 SAFETY AND OPERATIONS PLAN. The CONTRACTOR shall comply with all provisions of FAA Advisory Circular 150/5370-2E and the Safety and Operations Plan included as Division IV, Section 2 of these SPECIFICATIONS. No separate measurement or payment shall be made for this item. All costs shall be included in other items of work.

1-1.3 CONSTRUCTION RELATED INFORMATION.

A. General. CONTRACTOR access to the various work areas shall be via the routes indicated on the Project Layout Plan. Access and haul routes on AIRPORT property are subject to approval by the COUNTY in accordance with provisions in Division IV, Section 2, of these SPECIFICATIONS.

The CONTRACTOR is advised that airfield pavements are designed to support aircraft wheel loads and may not support fully-loaded construction equipment. The CONTRACTOR shall avoid crossing existing pavements as much as practical. The CONTRACTOR shall be responsible for correcting any damage to existing pavement, lighting, or other existing facilities caused by construction activities. No direct payment shall be made for this work.

B. AIRPORT Security. AIRPORT security must be maintained at all times. The CONTRACTOR shall maintain control in accordance with Division IV, Section 2, of these SPECIFICATIONS to prevent unauthorized access onto AIRPORT property. Temporary fencing, gates, etc., shall be installed as necessary. No direct payment will be made for this work.

C. Operations on AIRPORT Property. The CONTRACTOR is advised that working within an AIRPORT environment has inherent limitations and special requirements with respect to safely conducting construction activities; coordinating construction with AIRPORT operations; and maintaining the construction site(s) in a condition that is compatible with aircraft. All costs associated with scheduling and performing construction activities around airfield operations shall be included in the price bid for the various CONTRACT items and no additional compensation will be made.

1-1.4 AIRPORT CLOSURE. The COUNTY intends to keep the AIRPORT open and operating throughout construction. Specific actions to allow continued AIRPORT operation and limitations on CONTRACTOR activities are detailed in Division IV, Section 2, of these SPECIFICATIONS. The CONTRACTOR shall advise all workers and equipment operators to use extreme caution when working near the runways, aprons, and taxiways. All equipment operators and workers shall visually check for approaching aircraft before entering upon runways/apron/taxiway surface, even when closed. Aircraft shall always be given the right-of-way.

1-1.5 LIMITATIONS ON CONSTRUCTION. See Division IV, Section 2, of these SPECIFICATIONS for details on construction limitations. Closure of existing airfield pavements will be allowed only if the following conditions are met:

- A. 48-hour advance notification.
- B. A closure schedule for each area of construction has been submitted to the ENGINEER for review and has been approved. These schedules shall detail temporary access routes (if applicable), safety measures, and time limits of closure for each area. Failure to open airfield pavements within the approved time limits may result in liquidated damages (see Subsection 1-1.8 below).
- C. **Pavement Closure Limitations.** Pavement closure limitations for the AIRPORT shall be as specified below. The COUNTY's highest priority is to minimize impacts to AIRPORT operations during construction. The CONTRACTOR's schedule and sequence of work shall adhere to the time limits outlined herein.
 - 1. All work must be sequenced and scheduled as soon as the CONTRACTOR deems practical after the Notice to Proceed is issued and Mobilization is complete or as directed by the ENGINEER. Work must be completed within the allowed time of completion for the designated phase. Apron closure limitations for the various project phases must be complete and approved by the ENGINEER prior to starting the next phase.

1-1.6 WORK SCHEDULE AND SEQUENCING.

- A. **General.** Within ten (10) working days after the award of the CONTRACT, the CONTRACTOR shall submit to the ENGINEER a work plan and schedule for accomplishment of all work called for by the CONTRACT. The schedule shall clearly show the CONTRACTOR's method of compliance with the time limitations specified in Subsection 1-1.7 below, within the framework of the general sequencing of the work as outlined herein. The CONTRACTOR shall sequence the work to minimize disruption of AIRPORT operations.

The COUNTY shall have final approval on the CONTRACTOR's schedule and sequencing. The CONTRACTOR shall provide the COUNTY with an updated schedule weekly. The COUNTY will use the updated schedule to issue Notices to Airmen and coordinate construction activity with airfield users. No direct payment will be made for scheduling and sequencing required in this section. All costs associated therewith shall be included in the various CONTRACT items and no additional compensation will be made.

- B. **Phasing.**

- 1. **Mobilization – Ten (10) working days.** The CONTRACTOR shall submit work schedules, equipment specifications for use on this project, mix designs, samples, and technical data for material to be used on this project. Precondition testing and existing feature surveys shall be completed during this time as well. A Notice to Proceed for Mobilization will be given immediately after award of CONTRACT.

2. **Phase I Construction – Ten (10) working days.** Phase 1 construction can start immediately after the Notice To Proceed (NTP) for construction has been issued. The CONTRACTOR will coordinate their work schedule to facilitate the COUNTY's effort to minimize impact to AIRPORT operations and aircraft owners. See Section 1-1.5C for pavement closure limitations.
3. **Phase 2 Construction – Ten (10) working days.** Phase 2 construction can start after Phase 1 construction is completed. The CONTRACTOR will coordinate their work schedule with the COUNTY to facilitate the transition from Phase 1 to Phase 2 with minimal impact to AIRPORT operations and aircraft owners. See Section 1-1.5C for pavement closure limitations.
4. **Phase 3 Construction – Ten (10) working days.** Phase 3 construction can start after Phase 2 construction is completed. The CONTRACTOR will coordinate their work schedule with the COUNTY to facilitate the transition from Phase 2 to Phase 3 with minimal impact to AIRPORT operations and aircraft owners. See Section 1-1.5C for pavement closure limitations.

1-1.7 TIME LIMITATIONS. The overall time of completion for this PROJECT is forty (40) working days. Additionally, the following limitations shall apply:

- A. **Mobilization.** Notice to Proceed with Mobilization shall be given immediately after award of CONTRACT. All work included in Mobilization phase shall be completed within ten (10) working days.
- B. **Base Bid.** Notice to Proceed with the Base Bid work shall be issued at the COUNTY's discretion after the start of Mobilization. All work included in the Base Bid shall be completed within thirty (30) working days.

1-1.8 LIQUIDATED DAMAGES. If the overall time limitation for the PROJECT not be met, liquidated damages of \$1,000 per calendar day will be assessed.

1-1.9 MARKING OF CONSTRUCTION EQUIPMENT. All construction equipment shall display orange and white checkered flags, 3 feet by 3 feet, or flashing amber lights. These devices shall be located on the equipment so as to be plainly visible to aircraft. No construction equipment shall be parked on the paved areas of the AIRPORT. Parking areas for equipment will be designated by the COUNTY. Flashing lights are required for night operations.

1-10 BARRICADES. The CONTRACTOR shall provide plastic construction delineators as required to barricade hazardous areas. Unless otherwise approved by the ENGINEER, barricades shall be 24-inch-high molded plastic delineators. Delineators shall be four inches in diameter, florescent orange, supplied with a weighted base and reflective stripes. Lighting for delineators will be provided at night as approved by the ENGINEER. All costs associated with this item shall be included in Airfield Safety and Traffic Control.

1-1.10 LINES AND GRADES. The CONTRACTOR shall provide construction and layout staking in accordance with Division III, Section 50-6 of these SPECIFICATIONS. The CONTRACTOR shall protect and preserve all marks set by others and shall be liable for replacement of marks destroyed during construction. The ENGINEER will be given 48 hours' notice of subgrade, aggregate subbase, and aggregate base completion so finished grades may be checked. No direct payment will be made for this work.

The CONTRACTOR shall include the associated costs in the various CONTRACT items and no additional compensation shall be made.

1-1.11 WORK LIMITATIONS. With the exception of the specified night work, the AIRPORT's normal work hours are from 7:00 a.m. to 4:00 p.m., PST, Monday through Friday, excluding holidays. All work performed outside of this schedule shall be coordinated and approved in advance by the ENGINEER. The CONTRACTOR may be charged for work performed outside of this schedule that requires inspection or observation by the ENGINEER or AIRPORT staff.

1-1.12 EMERGENCY AIR OPERATIONS. During CAL FIRE, U.S. Forest Service or any other emergency air operations, the CONTRACTOR may be instructed to cease work or vacate specific areas of the AIRPORT. Any delays caused by ordered cessation of work shall be grounds for time extensions, as approved by the ENGINEER. No additional payment shall be allowed for emergency cessation of work.

1-1.13 RECORD DRAWINGS. The CONTRACTOR shall maintain RECORD DRAWINGS of all work continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times. It shall be required that these DRAWINGS be up to date and be reviewed by the field inspector at the time each progress bill is submitted. All deviations from the DRAWINGS, exact locations and sizes of all utilities, mechanical and electrical lines, equipment details, and all stub outs and connections for future expansion, shall be incorporated.

1-1.14 SAFETY AND POLLUTION. The CONTRACTOR shall comply with all applicable pollution control regulations including Section 7-1.01F (Air Pollution Control) of the State Standard Specifications, Section 11017 of the Government Code, and all requirements of these SPECIFICATIONS. The CONTRACTOR shall comply with all conditions regarding water pollution requirements of Section 7-1.01G (Water Pollution) of the State Standard Specifications and all regulations and orders issued by the COUNTY. The spilling of oil, gas, diesel, hydraulic fluid, or any other substance harmful to the fish or plant life in any drainage areas is prohibited.

1-1.15 DUST CONTROL. Dust control shall be in conformance with Section 10, "Dust Control" of the State Standard Specifications and these Special Provisions and the Riverside County Dust Ordinance. The CONTRACTOR shall provide the ways and means to prevent dust, grit and other waste products from becoming a nuisance in and around the working areas. The CONTRACTOR shall take action as necessary, with the approval of the ENGINEER, to reduce or eliminate such nuisance. The CONTRACTOR shall control dust during the entire CONTRACT period, including holidays and weekends.

Application of water for controlling dust caused by construction operations or the passage of traffic through the work area(s) shall be applied as directed by the ENGINEER, be at the CONTRACTOR's expense.

If the CONTRACTOR fails to control dust in accordance with these Special Provisions, the COUNTY reserves the right to hire another CONTRACTOR or agency to perform this work on a "force account" basis. Total cost for performing this work will be deducted from the total CONTRACT price at final payment.

The CONTRACTOR shall comply with the Riverside County Dust Ordinance.

1-1.16 CONSTRUCTION WATER. The source of construction water for the PROJECT shall be coordinated by the CONTRACTOR. The CONTRACTOR shall pay water and meter fees; and make all necessary arrangements with appropriate local utility to secure construction water for the duration of the CONTRACT. No direct payment will be made for this work. The CONTRACTOR shall include all costs associated with construction water in the price of the work.

1-1.17 PRECONSTRUCTION CONFERENCE. Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time at the AIRPORT, which shall be attended by the CONTRACTOR's PROJECT management team, including the superintendent, and all primary subcontractors. Other attendees will be:

1. ENGINEER and the Resident PROJECT Representative.
2. Representatives of the AIRPORT and COUNTY.
3. FAA and other agency representatives, as appropriate.

Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the conference five (5) copies each of the following:

1. A preliminary construction schedule, in critical path format, showing the start of all work items and their duration.
2. Procurement schedule of major equipment and materials and items requiring long lead time.
3. A schedule for submittal of AC mix design and other required material and/or equipment submittals.
4. Emergency contacts for CONTRACTOR after business hours.

At the Preconstruction Conference the will provide the CONTRACTOR with five (5) sets of the PLANS and SPECIFICATIONS.

The purpose of the conference is to identify key PROJECT personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include the following:

1. PROJECT administration.
2. CONTRACTOR's preliminary schedule(s).
3. Closure periods and critical work sequencing.
4. AIRPORT operational requirements.
5. Field decisions and Change Orders.
6. Use of PROJECT site, staging areas, security, haul routes, and housekeeping.
7. Major work priorities.

1-1.18 WEEKLY CONSTRUCTION MEETING. A construction meeting shall be held weekly to discuss and coordinate construction activity. The CONTRACTOR's superintendent and subcontractors, as appropriate, shall attend the meeting. The meeting shall be held on the AIRPORT at a regular time as agreed upon by the CONTRACTOR and COUNTY.

1-1.19 CERTIFIED PAYROLL REQUIREMENTS. The CONTRACTOR shall submit two (2) copies of all certified payroll, including subcontractors, to the COUNTY each month. Failure to submit complete

certified payroll in a timely manner may delay progress payments. For certified payroll to be considered for review, the submittal must contain the following information in a clear, logical manner:

- A. A weekly payroll record showing the name, address, social security number, appropriate work classification (title and group number indicated in the applicable wage rates; see Division II, Section 5), straight time and overtime hours worked, and the actual wages paid. Optional Form WH-347 is available for this purpose.
- B. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the agent who pays or supervises the payment of the persons employed under the CONTRACT and shall certify the following:
 - “ . . . 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. A fringe benefit statement showing appropriate fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the CONTRACT.

For additional information on payroll records and reporting requirements, refer to Division II, "FAA Required Provisions" pages 2-6 through 2-11, of these SPECIFICATIONS.

END OF SECTION

DIVISION IV

SECTION 2

CONSTRUCTION SAFETY AND OPERATIONS REQUIREMENTS

2-1.1 CONTRACTOR COMPLIANCE. The CONTRACTOR shall comply with all requirements of the Construction Safety and Phasing Plan (CSPP) and FAA Advisory Circular 150/5370-2E, "Operational Safety On Airports During Construction", included as *Appendix A* to this section.

No separate payment will be made for the provisions required by this section. All associated costs shall be included in Airfield Safety and Traffic Control item.

2-1.2 GENERAL SAFETY REQUIREMENTS. Throughout the construction PROJECT, the following safety and operational practices should be observed:

- A. Operational safety will be a standing agenda item during weekly safety and progress meetings throughout the construction PROJECT.
- B. The CONTRACTOR and AIRPORT shall perform onsite inspections throughout the PROJECT, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or PROJECT scope change.
- C. AIRPORT runways and taxiways will remain in use by aircraft to the maximum extent possible.
- D. Aircraft use of areas near the CONTRACTOR's work will be controlled to the extent possible to minimize disturbance to the CONTRACTOR's operation.
- E. CONTRACTOR, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an AIRPORT area that would be hazardous.
- F. Construction within the Restricted Work Area (RWA) limits of any runway, taxiway, or apron shall be subject to the limitations contained in this section. Access to RWAs requires prior permission from the AIRPORT operator.
- G. The AIRPORT may order the CONTRACTOR to suspend operations; move personnel, equipment, and materials to a safe location; and stand-by until aircraft use is completed.

2-1.3 EMERGENCY NUMBERS

Police, Fire, Rescue - 911

Airport Operations – 951-955-9417

Engineering – Mead & Hunt, Inc. – 707-526-5010

2-1.4 RESTRICTED WORK AREAS (RWA).

- A. **Runways.** No construction activity is allowed within 500 feet of the runway end or within 125 feet of the runway centerline without runway closure, temporary threshold displacement, or other as described in Subsection 2-1.5 below.
- B. **Taxiways.** No construction activity is allowed within 50 feet of a taxiway centerline without taxiway closure or other measures as described in Subsection 2-1.5 below.
- C. **Aprons.** Construction activities shall be scheduled in accordance with the phasing requirements

shown on the PLANS and as described in these SPECIFICATIONS.

- D. Drop Edges/Trenches.** The CONTRACTOR shall not leave open trenches or drop edges greater than 3 inches in the RWA adjacent to or crossing existing pavements, at the end of the work day. Trenches through existing pavements shall be backfilled or otherwise made safe by the end of work each day. Drop edges shall be eliminated, as approved by the ENGINEER, by the end of each work day. Lighted barricades shall be provided as directed by the ENGINEER.

2-1.5 CONSTRUCTION LIMITATIONS WITHIN RESTRICTED WORK AREAS.

A. Runways.

1. Work within the RWA of a runway is not allowed.

B. Taxiways and Aprons.

1. No work is allowed without closure of the affected areas.
2. The CONTRACTOR shall barricade the work area as directed by the ENGINEER and in conformance with Division IV, Section 1, of these SPECIFICATIONS.
3. To the extent possible, air traffic will be routed around the work areas adjacent to Taxiway A. If required by the COUNTY, the CONTRACTOR shall vacate the area adjacent to Taxiway A to allow the passage of aircraft.
4. Aircraft access to FBO's shall be maintained throughout construction.
5. Flaggers shall be provided as necessary.

2-1.6 MARKING OF HAZARDOUS AREAS. Hazardous areas on or near active airfield pavements shall be marked with barricades as approved by the ENGINEER. Barricaded areas shall be lighted at night with red hazard lights. Barricades shall be in conformance with Division IV, Section 1-1.10 of these SPECIFICATIONS.

2-1.7 VEHICLE OPERATION, MARKING AND CONTROL.

A. Marking of Construction Equipment. All construction vehicles and equipment shall display flashing amber roof lights or orange-and-white checkered flags, three feet by three feet. For night operations, all vehicles and equipment shall display flashing amber lights. Flags and lights shall be located on the equipment so as to be plainly visible to aircraft.

B. Vehicle Operations On The AIRPORT.

1. The maximum operating speed on the AIRPORT is 15 miles per hour.
2. Aircraft shall have the right of way at all times. Vehicles shall yield the right of way to aircraft and maneuver clear of the airfield surface as required to allow the passage of aircraft.

C. Involvement in Vehicle Accidents. Any persons damaging any airfield light fixture or other AIRPORT facility shall report such damage to the AIRPORT immediately and shall be responsible for any costs required to repair or replace the damaged fixture or facility.

D. Parking Vehicles. Areas designated for vehicle parking and staging of equipment shall be as shown on the PLANS or as approved by the AIRPORT.

2-1.8 ACCESS AND SECURITY.

A. CONTRACTOR Access. CONTRACTOR access to the various work areas shall be via the closest access routes indicated on the Project Layout Plan. Haul routes on AIRPORT property

shall be approved by the AIRPORT. All access routes and haul roads shall be kept clean and free of debris. Dust control shall be maintained. Where haul routes cross active runways, taxiways, or aprons, radio-equipped flaggers shall be provided by the CONTRACTOR as required.

B. Access Control.

1. The CONTRACTOR shall be responsible for maintaining Airport security at all gates designated for his use. Gates must be locked or manned by the CONTRACTOR's personnel to ensure no unauthorized access to the air operations area.
2. All access gates shall be kept clear of equipment and material.

2-1.9 DEBRIS/FOREIGN OBJECT DEBRIS (FOD). The CONTRACTOR is responsible for ensuring that all airfield pavement is free from waste, loose material and other debris. The CONTRACTOR shall have sweeping or vacuuming capabilities on-site in order to remove debris as it occurs. The CONTRACTOR shall be responsible for any damage to aircraft caused by FOD resulting from his operations.

END OF SECTION



APPENDIX A



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: OPERATIONAL SAFETY ON AIRPORTS
DURING CONSTRUCTION

Date: 1/17/03

AC No: 150/5370-2E

Initiated by: AAS-300

Change:

1. THE PURPOSE OF THIS ADVISORY CIRCULAR (AC).

Aviation safety is the primary consideration at airports, especially during construction. This AC sets forth guidelines for operational safety on airports during construction. It contains major changes to the following areas: "Runway Safety Area," paragraph 3-2; "Taxiway Safety Areas/Object-Free Areas," paragraph 3-3; "Overview," paragraph 3-4; "Marking Guidelines for Temporary Threshold," paragraph 3-5; and "Hazard Marking and Lighting," paragraph 3-9.

2. WHAT THIS AC CANCELS.

This AC cancels AC 150/5370-2D, *Operational Safety on Airports During Construction*, dated May 31, 2002.

3. READING MATERIAL RELATED TO THIS AC.

Appendix 1 contains a list of reading materials on airport construction, design, and potential safety hazards during construction, as well as instructions for ordering these documents. Many of them, including this AC, are available on the Federal Aviation Administration (FAA) Web site.

4. WHO THIS AC AFFECTS.

This AC assists airport operators in complying with 14 Code of Federal Regulations (CFR), part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, and with the requirements of airport construction projects receiving funds under the Airport Improvement Program or from the Passenger Facility Charge Program. While the FAA does not require noncertificated airports without grant agreements to adhere to these guidelines, we recommend that they do so as it will help these airports maintain a desirable level of operational safety during construction.

5. ADDITIONAL BACKGROUND INFORMATION.

Appendix 2 contains definitions of terms used in this AC. Appendix 3 provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Appendix 4 is a sample Notice to Airmen form.

6. HAZARD LIGHTING IMPLEMENTATION TIME LINE.

Supplemental hazard lighting must be red in color by October 1, 2004. See paragraph 3-9 for more information.

DAVID L. BENNETT

Director, Office of Airport Safety and Standards

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CHAPTER 1. GENERAL SAFETY REQUIREMENTS AND RESPONSIBILITIES

1-1. OVERVIEW.

Hazardous practices and marginal conditions created by construction activities can decrease or jeopardize operational safety on airports. To minimize disruption of normal aircraft operations and to avoid situations that compromise the airport's operational safety, the airport operator must carefully plan, schedule, and coordinate construction activities. While the guidance in this AC is primarily used for construction operations, some of the methods and procedures described may also enhance day-to-day maintenance operations.

1-2. WHO IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION.

An airport operator has overall responsibility for construction activities on an airport. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on these responsibilities can be found throughout this AC.

a. Airport operator's responsibilities—

- (1) Develop internally or approve a construction safety plan developed by an outside consultant/contractor that complies with the safety guidelines in Chapter 2, "Safety Plans," and Appendix 3, "Airport Construction Safety Planning Guide," of this AC.
- (2) Require contractors to submit plans indicating how they intend to comply with the safety requirements of the project.
- (3) Convene a meeting with the construction contractor, consultant, airport employees, and, if appropriate, tenant sponsor to review and discuss project safety before beginning construction activity.
- (4) Ensure contact information is accurate for each representative/point of contact identified in the safety plan.
- (5) Hold weekly or, if necessary, daily safety meetings to coordinate activities.
- (6) Notify users, especially aircraft rescue and fire fighting (ARFF) personnel, of construction activity and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAMs) or other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- (7) Ensure that construction personnel know of any applicable airport procedures and of changes to those procedures that may affect their work.

(8) Ensure that construction contractors and subcontractors undergo training required by the safety plan.

(9) Develop and/or coordinate a construction vehicle plan with airport tenants, the airport traffic control tower (ATCT), and construction contractors. Include the vehicle plan in the safety plan. See Chapter 2, section 2, of this AC for additional information.

(10) Ensure tenants and contractors comply with standards and procedures for vehicle lighting, marking, access, operation, and communication.

(11) At certificated airports, ensure that each tenant's construction safety plan is consistent with 14 CFR part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

(12) Conduct frequent inspections to ensure construction contractors and tenants comply with the safety plan and that altered construction activities do not create potential safety hazards.

(13) Resolve safety deficiencies immediately.

(14) Ensure construction access complies with the security requirements of 49 CFR part 1542, Airport Security.

(15) Notify appropriate parties when conditions exist that invoke provisions of the safety plan (e.g., implementation of low-visibility operations).

b. Construction contractor's responsibilities—

- (1) Submit plans to the airport operator on how to comply with the safety requirements of the project.
- (2) Have available a copy of the project safety plan.
- (3) Comply with the safety plan associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the airport.
- (4) Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
- (5) Provide a safety officer/construction inspector familiar with airport safety to monitor construction activities.
- (6) Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.

(7) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations areas (AOAs) from the construction site unless authorized.

c. Tenant's responsibilities if planning construction activities on leased property—

(1) Develop a safety plan, and submit it to the airport operator for approval prior to issuance of a Notice to Proceed.

(2) Provide a point of contact who will coordinate an immediate response to correct any

construction-related activity that may adversely affect the operational safety of the airport.

(3) Ensure that no tenant or construction employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.

(4) Restrict movement of construction vehicles to construction areas by flagging and barricading or erecting temporary fencing.

CHAPTER 2. SAFETY PLANS

Section 1. Basic Safety Plan Considerations

2-1. OVERVIEW.

Airport operators should coordinate safety issues with the air carriers, FAA Airway Facilities, and other airport tenants before the design phase of the project. The airport operator should identify project safety concerns, requirements, and impacts before making arrangements with contractors and other personnel to perform work on an airport. These safety concerns will serve as the foundation for the construction safety plan and help maintain a high level of aviation safety during the project.

The airport operator should determine the level of complexity of the safety plan that is necessary for each construction project and its phases. The safety plan may be detailed in the specifications included in the invitation for bids, or the invitation for bid may specify that the contractor develop the safety plan and the airport operator approve it. In the latter case, the invitation for bid should contain sufficient information to allow the contractor to develop and determine the costs associated with the safety plan. In either case, safety plan costs should be incorporated into the total cost of the project. The airport operator has final approval authority and responsibility for all safety plans.

Coordination will vary from formal predesign conferences to informal contacts throughout the duration of the construction project.

Details of a specified safety plan, or requirements for a contractor-developed safety plan, should be discussed at the predesign and preconstruction conferences and should include the following, as appropriate:

- a. Actions necessary before starting construction, including defining and assigning responsibilities.
- b. Basic responsibilities and procedures for disseminating instructions about airport procedures to the contractor's personnel.
- c. Means of separating construction areas from aeronautical-use areas.
- d. Navigational aid (NAVAID) requirements and weather.
- e. Marking and lighting plan illustrations.
- f. Methods of coordinating significant changes in airport operations with all the appropriate parties.

2-2. SAFETY PLAN CHECKLIST.

To the extent applicable, the safety plan should address the following:

- a. Scope of work to be performed, including proposed duration of work.
- b. Runway and taxiway marking and lighting.
- c. Procedures for protecting all runway and taxiway safety areas, obstacle-free zones (OFZs), object-free areas (OFAs), and threshold citing criteria outlined in AC 150/5300-13, *Airport Design*, and as described in this AC. This includes limitations on equipment height and stockpiled material.
- d. Areas and operations affected by the construction activity, including possible safety problems.
- e. NAVAIDs that could be affected, especially critical area boundaries.
- f. Methods of separating vehicle and pedestrian construction traffic from the airport movement areas. This may include fencing off construction areas to keep equipment operators in restricted areas in which they are authorized to operate. Fencing, or some other form of restrictive barrier, is an operational necessity in some cases.
- g. Procedures and equipment, such as barricades (identify type), to delineate closed construction areas from the airport operational areas, as necessary.
- h. Limitations on construction.
- i. Required compliance of contractor personnel with all airport safety and security measures.
- j. Location of stockpiled construction materials, construction site parking, and access and haul roads.
- k. Radio communications.
- l. Vehicle identification.
- m. Trenches and excavations and cover requirements.

- n. Procedures for notifying ARFF personnel if water lines or fire hydrants must be deactivated or if emergency access routes must be rerouted or blocked.
- o. Emergency notification procedures for medical and police response.
- p. Use of temporary visual aids.
- q. Wildlife management.
- r. Foreign object debris (FOD) control provisions.
- s. Hazardous materials (HAZMAT) management.
- t. NOTAM issuance.
- u. Inspection requirements.
- v. Procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas.

w. Procedures for contacting responsible representatives/points of contact for all involved parties. This should include off-duty contact information so an immediate response may be coordinated to correct any construction-related activity that could adversely affect the operational safety of the airport. Particular care should be taken to ensure that appropriate Airways Facilities personnel are identified in the event that an unanticipated utility outage or cable cut occurs that impacts FAA NAVAIDs.

- x. Vehicle operator training.
- y. Penalty provisions for noncompliance with airport rules and regulations and the safety plan (e.g., if a vehicle is involved in a runway incursion).
- z. Any special conditions that affect the operation of the airport and will require a portion of the safety plan to be activated (e.g., low-visibility operations, snow removal).

Section 2. Safety and Security Measures

2-3. OVERVIEW.

Airport operators are responsible for closely monitoring tenant and construction contractor activity during the construction project to ensure continual compliance with all safety and security requirements. Airports subject to 49 CFR part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel. In addition, airport operators should use safety program standards, as described in Chapter 3 of this AC, to develop specific safety measures to which tenants and construction contractors must adhere throughout the duration of construction activities.

General safety provisions are contained in AC 150/5370-10, *Standards for Specifying Construction of Airports*, paragraphs 40-05, "Maintenance of Traffic"; 70-08, "Barricades, Warning Signs, and Hazard Markings"; and 80-04, "Limitation of Operations." At any time during construction, aircraft operations, weather, security, or local airport rules may dictate more stringent safety measures. The airport operator should ensure that both general and specific safety requirements are coordinated with airport tenants and ATCT personnel. The airport operator should also include these parties in the coordination of all bid documents, construction plans, and specifications for on-airport construction projects.

2-4. VEHICLE OPERATION AND MARKING AND PEDESTRIAN CONTROL.

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. This includes aircraft movement and nonmovement areas. The airport operator should develop and coordinate a construction vehicle plan with airport tenants, contractors, and the ATCT. The safety plan or invitation for bid should include specific vehicle and pedestrian requirements.

The vehicle plan should contain the following items:

- a. Airport operator's rules and regulations for vehicle marking, lighting, and operation.
- b. Requirements for marking and identifying vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
- c. Description of proper vehicle operations on movement and nonmovement areas under normal, lost communications, and emergency conditions.
- d. Penalties for noncompliance with driving rules and regulations.
- e. Training requirements for vehicle drivers to ensure compliance with the airport operator's vehicle rules and regulations.
- f. Provisions for radio communication training for construction contractor personnel engaged in construction activities around aircraft movement areas. Some drivers,

such as construction drivers under escort, may not require this training.

g. Escort procedures for construction vehicles requiring access to aircraft movement areas. A vehicle in the movement area must have a working aviation-band, two-way radio unless it is under escort. Vehicles can be in closed areas without a radio if the closed area is properly marked and lighted to prevent incursions and a NOTAM regarding the closure is issued.

h. Monitoring procedures to ensure that vehicle drivers are in compliance with the construction vehicle plan.

i. Procedures for, if appropriate, personnel to control access through gates and fencing or across aircraft movement areas.

2-5. CONSTRUCTION EMPLOYEE PARKING AREAS.

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the airport movement area. These areas should provide reasonable contractor employee access to the job site.

2-6. CONSTRUCTION VEHICLE EQUIPMENT PARKING.

Construction employees must park and service all construction vehicles in an area designated by the airport operator outside the runway safety areas and OFZs and never on a closed taxiway or runway. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (e.g., overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigational aids. The FAA must also study those areas to determine effects on 14 CFR part 77, *Objects Affecting Navigable Airspace*, surfaces (see paragraph 2-13 for further information).

2-7. RADIO COMMUNICATION TRAINING.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement

areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCTs. Training of contractors on proper communication procedures is essential for maintaining airport operational safety. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact with airport operations, ATCT, or the Common Traffic Advisory Frequency, which may include UNICOM, MULTICOM, or one of the FAA Flight Service Stations (FSS), as directed by airport management.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position when given clearance to cross a runway. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure (see the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings"). This safety placard may be ordered through the Runway Safety Program Web site at <http://www.faarsp.org> or obtained from the Regional Airports Division Office.

2-8. FENCING AND GATES.

Airport operators and contractors must take care to maintain a high level of safety and security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and people (especially minors). Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

Section 3. Notification of Construction Activities

2-9. GENERAL.

In order to maintain the desired levels of operational safety on airports during construction activities, the safety

plan should contain the notification actions described below.

2-10. ENSURING PROMPT NOTIFICATIONS.

The airport operator should establish and follow procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of an airport.

2-11. NOTICES TO AIRMEN (NOTAMS).

The airport operator must provide information on closed or hazardous conditions on airport movement areas to the FSS so it can issue a NOTAM. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMS about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMS) for Airport Operators*, and Appendix 4 in this AC for a sample NOTAM form. Only the FAA may issue or cancel NOTAMS on shutdown or irregular operation of FAA-owned facilities. Only the airport operator or an authorized representative may issue or cancel NOTAMS on airport conditions. (The airport owner/operator is the only entity that can close or open a runway.) The airport operator must file and maintain this list of authorized representatives with the FSS. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator.

2-12. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) NOTIFICATION.

The safety plan must provide procedures for notifying ARFF personnel, mutual aid providers, and other emergency services if construction requires shutting off or otherwise disrupting any water line or fire hydrant on the airport or adjoining areas and if contractors work with hazardous material on the airfield. Notification procedures must also be developed for notifying ARFF and all other emergency personnel when the work performed will close or affect any emergency routes. Likewise, the procedures must address appropriate notifications when services are restored.

2-13. NOTIFICATION TO THE FAA.

For certain airport projects, 14 CFR part 77 requires notification to the FAA. In addition to applications made for Federally funded construction, 14 CFR part 157, Notice of Construction, Alteration, Activation, and

Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Regional Airports Division Office or Airports District Office.

Also, any person proposing any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77 must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, etc.). FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the FAA Regional Airports Division Office or Airports District Office. (See AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*.)

If construction operations require a shutdown of an airport owned NAVAID from service for more than 24 hours or in excess of 4 hours daily on consecutive days, we recommend a 45-day minimum notice prior to facility shutdown. Coordinate work for a FAA owned NAVAID shutdown with the local FAA Airways Facilities Office. In addition, procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDS must be addressed.

2-14. WORK SCHEDULING AND ACCOMPLISHMENT.

Airport operators—or tenants having construction on their leased properties—should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*). The airport operator, tenants, and construction contractors should integrate operational safety requirements into their planning and work schedules as early as practical. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project. The contractor and airport operator should carry out onsite inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

CHAPTER 3. SAFETY STANDARDS AND GUIDELINES

Section 1. Runway and Taxiway Safety Areas, Obstacle-Free Zones, and Object-Free Areas

3-1. OVERVIEW.

Airport operators must use these safety guidelines when preparing plans and specifications for construction activities in areas that may interfere with aircraft operations. The safety plan should recognize and address these standards for each airport construction project. However, the safety plan must reflect the specific needs of a particular project, and for this reason, these safety guidelines should not be incorporated verbatim into project specifications. For additional guidance on meeting safety and security requirements, refer to the planning guide template included in Appendix 3 of this AC.

3-2. RUNWAY SAFETY AREA (RSA)/ OBSTACLE-FREE ZONE (OFZ).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13, *Airport Design*). Construction activities within the standard RSA are subject to the following conditions:

a. Runway edges.

(1) No construction may occur closer than 200 feet (60m) from the runway centerline unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA width available during construction, or 400 feet, whichever is less (see AC 150/5300-13, Tables 3-1 through 3-3).

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The airport operator must coordinate the construction activity in the RSA as permitted above with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

b. Runway ends.

(1) An RSA must be maintained of such dimensions that it extends beyond the end of the runway a distance equal to that which existed before construction activity, unless the runway is closed or restricted to aircraft operations for which the reduced RSA is adequate (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may help provide the necessary RSA.

In addition, all personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.¹ Consult with the appropriate FAA Regional Airports Division Office or Airports District Office to determine the appropriate approach surface required.

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The safety plan must provide procedures for ensuring adequate distance for blast protection, if required by operational considerations.

(4) The airport operator must coordinate construction activity in this portion of the RSA with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

c. Excavations.

(1) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(2) Open trenches or excavations are not permitted within 200 feet (60m) of the runway centerline and at least the existing RSA distance from the runway threshold while the runway is open. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Coverings for open trenches or excavations must be of sufficient strength to support the weight of the heaviest aircraft operating on the runway.

3-3. TAXIWAY SAFETY AREAS/OBJECT-FREE AREAS.

a. Unrestricted construction activity is permissible adjacent to taxiways when the taxiway is restricted to aircraft such that the available taxiway safety area is equal

¹If a full safety area cannot be obtained through declared distances and partial closures, or other methods such as alternate runway use, construction activity may operate in the RSA as long as conditions cited in paragraph 3-1b(2) thru (4) are met. In addition, various surfaces outlined in AC 150/5300-13 and Terminal Instrument Procedures (TERPS) must be protected through an aeronautical study.

to at least ½ of the widest wingspan of the aircraft expected to use the taxiway and the available taxiway object-free area is equal to at least .7 times the widest wingspan plus 10 feet. (See AC 150/5300-13 for guidance on taxiway safety and object-free areas.)

Construction activity may be accomplished closer to a taxiway, subject to the following restrictions:

- (1) The activity is first coordinated with the airport operator.
- (2) Appropriate NOTAMs are issued.
- (3) Marking and lighting meeting the provisions of paragraph 3-9 are implemented.
- (4) Adequate clearance is maintained between equipment and materials and any part of an aircraft. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its

main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for each passing aircraft. In these situations, flag persons will be used to direct construction equipment, and wing walkers may be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers.

b. Construction contractors must prominently mark open trenches and excavations at the construction site, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness

c. Excavations and open trenches may be permitted up to the edge of a structural taxiway and apron pavement provided the dropoff is marked and lighted per paragraph 3-9, "Hazard Marking and Lighting."

Section 2. Temporary Runway Thresholds

3-4. OVERVIEW.

Construction activity in a runway approach area may result in the need to partially close a runway or displace the existing runway threshold. In either case, locate the threshold in accordance with Appendix 2 of AC 150/5300-13, *Airport Design*. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate these objects with the FAA's Regional Airports Office or appropriate Airports District Office, as necessary. Refer to the current edition of AC 150/5300-13 for guidance on threshold siting requirements. The partial runway closure, the displacement of the runway threshold, as well as closures of the complete runway and other portions of the movement area also requires coordination with appropriate ATCT personnel and airport users.

Caution regarding partial runway closures: When filing a NOTAM for a partial runway closure, clearly state to FSS personnel that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold).

Example NOTAM: "North 1,000 feet of Runway 18/36 is closed; 7,000 feet remain available on Runway 18 and Runway 36 for arrivals and departures." There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition.

Caution regarding displaced thresholds: Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA),

such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, etc. within the RSA of any usable runway end, we do not recommend a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

3-5. MARKING GUIDELINES FOR TEMPORARY THRESHOLD.

Ensure that markings for temporary displaced thresholds are clearly visible to pilots approaching the airport to land. When construction personnel and equipment are located close to any threshold, a temporary visual NAVAID, such as runway end identifier lights (REIL), may be required (even on unlighted runways) to define the new beginning of the runway clearly. A visual vertical guidance device, such as a visual approach slope indicator (VASI), pulse light approach slope indicator (PLASI), or precision approach path indicator (PAPI), may be necessary to assure landing clearance over personnel, vehicles, equipment, and/or above-grade stockpiled materials. If such devices are installed, ensure an appropriate descriptive NOTAM is issued to inform pilots of these conditions. The current edition of AC 150/5340-1, *Standards for Airport Markings*, describes standard marking colors and layouts. In addition, we recommend that a temporary runway threshold be marked using the following guidelines:

a. Airport markings must be clearly visible to pilots; not misleading, confusing, or deceptive; secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents; and constructed of

materials that would minimize damage to an aircraft in the event of inadvertent contact.

(1) Pavement markings for temporary closed portions of the runway should consist of yellow chevrons to identify pavement areas that are unsuitable for takeoff/landing (see AC 150/5340-1). If unable to paint the markings on the pavement, construct them from any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents.

(2) It may be necessary to remove or cover runway markings, such as runway designation markings and aiming point markings, depending on the length of construction and type of activity at the airport.

(3) When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, use a white threshold bar of the dimensions specified in AC 150/5340-1.

(4) If temporary outboard elevated or flush threshold bars are used, locate them outside of the runway pavement surface, one on each side of the runway. They should be at least 10 feet (3m) in width and extend outboard from each side of the runway so they are clearly visible to landing and departing aircraft. These threshold bars are white. If the white threshold bars are not discernable on grass or snow, apply a black background with appropriate material over the ground to ensure the markings are clearly visible.

(5) A temporary threshold may also be marked with the use of retroreflective, elevated markers. One side of such markers is green to denote the approach end of the runway; the side that is seen by pilots on rollout is red. See AC 150/5345-39, *FAA Specification L-853, Runway and Taxiway Retroreflective Markers*.

(6) At 14 CFR part 139 certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR part 139.309). However, at noncertificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39.

b. The application rate of the paint to mark a short-term temporary runway threshold may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10, *Standards for Specifying Construction of Airports*), but the dimensions must meet the existing standards, unless coordinated with the appropriate offices.

c. When a runway is partially closed, the distance remaining signs for aircraft landing in the opposite direction should be covered or removed during the construction.

3-6. LIGHTING GUIDELINES FOR TEMPORARY THRESHOLD.

A temporary runway threshold must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions. We recommend that temporary threshold lights and related visual NAVAIDs be installed outboard of the edges of the full-strength pavement with bases at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above ground. When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage (see AC 150/5370-10). We recommend that the following be observed when using temporary runway threshold lighting:

a. Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-24, *Runway and Taxiway Edge Lighting System*. Battery-powered, solar, or portable lights that meet the criteria in AC 150/5345-50, *Specification for Portable Runway Lights*, may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operation but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

b. When the runway has been partially closed, disconnect edge and threshold lights with associated isolation transformers on that part of the runway at and behind the threshold (i.e., the portion of the runway that is closed). Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value.

c. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources.

d. Reconfigure yellow lenses (caution zone), as necessary. If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.

e. Relocate the visual glide slope indicator (VGSI), such as VASI and PAPI; other airport lights, such as REIL; and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI,

coordinate its installation or disabling with the local Airway Facilities Systems Management Office.

f. Issue a NOTAM to inform pilots of temporary lighting conditions.

Section 3. Other Construction Marking and Lighting Activities

3-7. OVERVIEW.

Ensure that construction areas, including closed runways, are clearly and visibly separated from movement areas and that hazards, facilities, cables, and power lines are identified prominently for construction contractors. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking and lighting aids remain in place and operational. Routine inspections must be made of temporary construction lighting, especially battery-powered lighting since weather conditions can limit battery life.

3-8. CLOSED RUNWAY AND TAXIWAY MARKING AND LIGHTING.

Closed runway markings consist of a yellow "X" in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*. A very effective and preferable visual aid to depict temporary closure is the lighted "X" signal placed on or near the runway designation numbers. This device is much more discernible to approaching aircraft than the other materials described. If the lighted "X" is not available, construct the marking of any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents. In addition, the airport operator may install barricades, traffic cones, activate stop bars, or other acceptable visual devices at major entrances to the runways to prevent aircraft from entering a closed portion of runway. The placement of even a single reflective barricade with a "do not enter" sign on a taxiway centerline can prevent an aircraft from continuing onto a closed runway. If the taxiway must remain open for aircraft crossings, barricades or markings, as described above or in paragraph 3-9, should be placed on the runway.

a. Permanently closed runways.

For runways and taxiways that have been permanently closed, disconnect the lighting circuits. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place "X's" at each end and at 1,000-foot (300-m) intervals. For taxiways, place an "X" at the entrance of the closed taxiway.

b. Temporarily closed runway and taxiways.

For runways that have been temporarily closed, place an "X" at the each end of the runway. With taxiways, place an "X" at the entrance of the closed taxiway.

c. Temporarily closed airport.

When the airport is closed temporarily, mark the runways as closed and turn off the airport beacon.

d. Permanently closed airports

When the airport is closed permanently, mark the runways as permanently closed, disconnect the airport beacon, and place an "X" in the segmented circle or at a central location if no segmented circle exists.

3-9. HAZARD MARKING AND LIGHTING.

Provide prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Using appropriate hazard marking and lighting may prevent damage, injury, traffic delays, and/or facility closures. Hazard marking and lighting must restrict access and make specific hazards obvious to pilots, vehicle drivers, and other personnel. Barricades, traffic cones (weighted or sturdily attached to the surface), or flashers are acceptable methods used to identify and define the limits of construction and hazardous areas on airports.

Provide temporary hazard marking and lighting to prevent aircraft from taxiing onto a closed runway for takeoff and to identify open manholes, small areas under repair, stockpiled material, and waste areas. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport.

a. Nonmovement areas.

Indicate construction locations on nonmovement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Barricades may be supplemented with alternating

orange and white flags at least 20 by 20 inches (50 by 50 cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement the barricades with red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004). The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity delineate the hazardous area.

b. Movement areas.

Use orange traffic cones; red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004); collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above the ground. Do not use nonfrangible hazard markings, such as concrete barriers and/or metal-drum-type barricades, in aircraft movement areas. Do not use railroad ties on runways.

Use highly reflective barriers with flashing or steady-burning red lights to barricade taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, we strongly recommend that, even for closures of relatively short duration, major taxiway/runway intersections be identified with barricades spaced no greater than 20 feet (6m) apart. Mark the barricades with a flashing or steady-burning red light. At a minimum, use a single barricade placed on the taxiway centerline.

3-10. CONSTRUCTION NEAR NAVIGATIONAL AIDS (NAVAIDS).

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS require special consideration since they may interfere with signals essential to air navigation. Evaluate the effect of construction activity and the required distance and direction from the NAVAID for each construction project. Pay particular attention to stockpiling material, as well as

to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction may require NAVAID shutdown or adjustment of instrument approach minimums for IFR. This condition requires that a NOTAM be filed. Construction activities and materials/equipment storage near a NAVAID may also obstruct access to the equipment and instruments for maintenance. Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, consult with the nearest FAA Airway Facilities Office.

3-11. CONSTRUCTION SITE ACCESS AND HAUL ROADS.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Construction contractors must submit specific proposed routes associated with construction activities to the airport operator for evaluation and approval as part of the safety plan before beginning construction activities. These proposed routes must also provide specifications to prevent inadvertent entry to movement areas. Pay special attention to ensure that ARFF right of way on access and haul roads is not impeded at any time and that construction traffic on haul roads does not interfere with NAVAIDS or approach surfaces of operational runways.

3-12. CONSTRUCTION MATERIAL STOCKPILING.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ of an operational runway. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stored at an approved location to prevent foreign object damage and attraction of wildlife.

3-13. OTHER LIMITATIONS ON CONSTRUCTION.

Contractors may not use open-flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. Under no circumstances should flare pots be used within the AOA at any time. The use of electrical blasting caps must not be permitted on or within 1,000 feet (300m) of the airport property (see AC 150/5370-10, *Standards for Specifying Construction of Airports*).

3-14. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must

not leave or place FOD on or near active aircraft movement areas. Materials tracked onto these areas must be continuously removed during the construction project. We also recommend that airport operators and construction contractors carefully control and continuously remove waste or loose materials that might attract wildlife.

Section 4. Safety Hazards and Impacts

3-15. OVERVIEW.

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. Airport operators and contractors should consider the following when performing inspections of construction activity:

- a. Excavation adjacent to runways, taxiways, and aprons.
- b. Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxilane; in the related object-free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.
- c. Runway resurfacing projects resulting in lips exceeding 3 inches (7.6cm) from pavement edges and ends.
- d. Heavy equipment (stationary or mobile) operating or idle near AOA's, in runway approaches and departures areas, or in OFZs.
- e. Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigational and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.
- f. Tall and especially relatively low-visibility units (i.e., equipment with slim profiles)—cranes, drills, and similar objects—located in critical areas, such as OFZs and approach zones.
- g. Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxilane or in a related safety, approach, or departure area.
- h. Obstacles, loose pavement, trash, and other debris on or near AOA's. Construction debris (gravel,

sand, mud, paving materials, etc.) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.

- i. Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA's create aviation hazards.

- j. Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA's create aviation hazards.

- k. Wildlife attractants—such as trash (food scraps not collected from construction personnel activity), grass seeds, or ponded water—on or near airports.

- l. Obliterated or faded markings on active operational areas.

- m. Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.

- n. Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction-related airport conditions.

- o. Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigational, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.

- p. Restrictions on ARFF access from fire stations to the runway-taxiway system or airport buildings.

- q. Lack of radio communications with construction vehicles in airport movement areas.

- r. Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport

that could be distracting, confusing, or alarming to pilots during aircraft operations.

s. Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.

t. Spillage from vehicles (gasoline, diesel fuel, oil, etc.) on active pavement areas, such as runways, taxiways, ramps, and airport roadways.

u. Failure to maintain drainage system integrity during construction (e.g., no temporary drainage provided when working on a drainage system).

v. Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.

w. Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.

x. Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.

y. Site burning, which can cause possible obscuration.

z. Construction work taking place outside of designated work areas and out of phase.

APPENDIX 1. RELATED READING MATERIAL

1. Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/arp/>. In addition, these ACs are available by contacting the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.

a. AC 150/5200-28, *Notices to Airmen (NOTAM) for Airport Operators*. Provides guidance for the use of the NOTAM System in airport reporting.

b. AC 150/5200-30, *Airport Winter Safety and Operations*. Provides guidance to airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.

c. AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*. Provides guidance on locating certain land uses having the potential to attract hazardous wildlife to public-use airports.

d. AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. Provides guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.

e. AC 150/5220-4, *Water Supply Systems for Aircraft Fire and Rescue Protection*. Provides guidance for the selection of a water source and standards for the design of a distribution system to support aircraft rescue and fire fighting service operations on airports.

f. AC 150/5340-1, *Standards for Airport Markings*. Contains FAA standards for markings used on airport runways, taxiways, and aprons.

g. AC 150/5340-14B, *Economy Approach Lighting Aids*. Describes standards for the design, selection, siting, and maintenance of economy approach lighting aids.

h. AC 150/5340-18, *Standards for Airport Sign Systems*. Contains FAA standards for the siting and installation of signs on airport runways and taxiways.

i. AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems*. Contains the FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.

j. AC 150/5380-5, *Debris Hazards at Civil Airports*. Discusses problems at airports, gives information on foreign objects, and explains how to eliminate such objects from operational areas.

k. AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*. Provides information to persons proposing to erect or alter an object that may affect navigable airspace and explains the need to notify the FAA before construction begins and the FAA's response to those notices, as required by 14 CFR part 77.

2. Obtain copies of the following publications from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Send a check or money order made payable to the Superintendent of Documents in the amount stated with your request. The Government Printing Office does not accept C.O.D. orders. In addition, the FAA makes these ACs available at no charge on the Web site at <http://www.faa.gov/arp/>.

a. AC 150/5300-13, *Airport Design*. Contains FAA standards and recommendations for airport design, establishes approach visibility minimums as an airport design parameter, and contains the object-free area and the obstacle free-zone criteria. (\$26. Supt. Docs.) SN050-007-01208-0.

b. AC 150/5370-10, *Standards for Specifying Construction of Airports*. Provides standards for construction of airports. Items covered include earthwork, drainage, paving, turfing, lighting, and incidental construction. (\$18. Supt. Docs.) SN050-007-0821-0.

APPENDIX 2. DEFINITIONS OF TERMS USED IN THE AC

1. **AIR OPERATIONS AREA (AOA).** Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.
2. **CONSTRUCTION.** The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
3. **CERTIFICATED AIRPORT.** An airport that has been issued an Airport Operating Certificate by the FAA under the authority of 14 CFR part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, or its subsequent revisions.
4. **FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION.** The form submitted to the FAA Regional Air Traffic or Airports Division Office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77, *Objects Affecting Navigable Airspace* (see AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*, found at <http://www.faa.gov/arp/>).
5. **FAA FORM 7480-1, NOTICE OF LANDING AREA PROPOSAL.** Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport (found at <http://www.faa.gov/arp/>).
6. **MOVEMENT AREA.** The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).
7. **OBSTRUCTION.** Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.
8. **OBJECT-FREE AREA (OFA).** An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, *Airport Design*, for additional guidance on OFA standards and wingtip clearance criteria).
9. **OBSTACLE-FREE ZONE (OFZ).** The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).
10. **RUNWAY SAFETY AREA (RSA).** A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
11. **TAXIWAY SAFETY AREA.** A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
12. **THRESHOLD.** The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
13. **DISPLACED THRESHOLD.** The portion of pavement behind a displaced threshold that may be available for takeoffs in either direction or landing from the opposite direction.
14. **VISUAL GLIDE SLOPE INDICATOR (VGSI).** This device provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPIs), visual approach slope indicators (VASIs), and pulse light approach slope indicators (PLASIs).

APPENDIX 3. AIRPORT CONSTRUCTION SAFETY PLANNING GUIDE

Aviation Safety Requirements During Construction

PURPOSE. *This appendix provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Adapt this appendix, as applicable, to specific conditions found on the airport for which the plan is being developed. Consider including a copy of this safety plan in the construction drawings for easy access by contractor personnel. Plans should contain the following:*

1. GENERAL SAFETY REQUIREMENTS.

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator must perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport runways and taxiways should remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the contractor's work should be controlled to minimize disturbance to the contractor's operation.
- Contractor, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

2. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE.

Before beginning any construction activity, the contractor must, through the airport operator, give notice [using the

Notice to Airmen (NOTAM) System] of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must—

- a. Be aware of and understand the safety problems and hazards described in AC 150/5370-2, *Operational Safety on Airports During Construction*.
- b. Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.
- c. Inspect all construction and storage areas as often as necessary to be aware of conditions.
- d. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

3. APPROACH CLEARANCE TO RUNWAYS.

Runway thresholds must provide an unobstructed approach surface over equipment and materials. (Refer to Appendix 2 in AC 150/5300-13, *Airport Design*, for guidance in this area.)

4. RUNWAY AND TAXIWAY SAFETY AREA (RSA AND TSA).

Limit construction to outside of the approved RSA, as shown on the approved airport layout plan—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA that is equal to the RSA available during construction (see AC 150/5370-2 for exceptions). Construction activity within the TSA is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; evacuations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity (see AC 150/5300-13 for wingtip clearance requirements). The NOTAM should state that, "personnel and equipment are working adjacent to Taxiway____."

a. Procedures for protecting runway edges.

- Limit construction to no closer than 200 feet (60m) from the runway centerline—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA

- that is equal to the RSA available during construction.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, Paragraph 306, "Obstacle Free Zone (OFZ)," from penetrating the OFZ.
- Coordinate construction activity with the Airport Traffic Control Tower (ATCT) and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.

Complete the following chart to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	RSA Width in Feet Divided by 2*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

b. Procedures for protecting runway ends.

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity—unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA length available during construction in accordance with AC 150/5300-13. This may involve the use of declared distances and partial runway closures (see AC 150/5370-2 for exceptions).
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, from penetrating the obstacle-free zone.
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the ATCT and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.
- Provide a drawing showing the profile of the appropriate surfaces of each runway end where construction will take place. Where operations by turbojet aircraft are anticipated, review takeoff procedures and jet blast characteristics of aircraft and incorporate safety measures for construction workers in the contract documents.

Complete the following chart to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Unobstructed Approach Slope
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

5. MARKING AND LIGHTING FOR TEMPORARY THRESHOLDS.

Marking and lighting for a temporary threshold is ___/is not ___ required. The airport owner or contractor, as specified in the contract, will furnish and maintain markings for temporary thresholds. Precision approach path indicators (PAPIs) or runway end identification lights (REIL) are ___/are not ___ required. The airport owner or contractor, as specified in the contract, will furnish and install all temporary lighting. Include appropriate items per AC 150/5370-2, Chapter 3, "Safety Standards and Guidelines." *If marking and lighting for the temporary threshold is not required, delete this section of the safety plan. If visual aids and/or markings are necessary, provide details. (Include applicable 14 CFR part 77 surfaces in the contract documents.)*

6. CLOSED RUNWAY MARKINGS AND LIGHTING.

The following must be specified for closed runways. Closed runway marking are ___/are not ___ required. Closed runway markings will be as shown on the plans ___/as furnished by the airport owner ___/other ___ (specify). Barricades, flagging, and flashers are ___/are not ___ required at Taxiway ___ and Runway ___ and will be supplied by the airport ___/other ___ (specify).

7. HAZARDOUS AREA MARKING AND LIGHTING.

Hazardous areas on the movement area will be marked with barricades, traffic cones, flags, or flashers (specify). These markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing or steady-burning lights (specify). The hazardous area marking and lighting will be supplied by

the airport operator/contractor, as specified in the contract, and will be depicted on the plans.

8. TEMPORARY LIGHTING AND MARKING.

Airport markings, lighting, and/or signs will be altered in the following manner (specify) during the period from ___ to ___. The alterations are depicted on the plans.

9. VEHICLE OPERATION MARKING AND CONTROL.

Include the following provisions in the construction contract, and address them in the safety plans:

a. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

b. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be at minimum 8-inch (20-cm) block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan. *(This section should be revised to conform to the airport operator's requirements.)*

c. Employee parking shall be _____ (specify location), as designated by the airport manager _____/project engineer _____/other _____ (specify).

d. Access to the job site shall be via _____ (specify route), as shown on the plans _____/designated by the engineer _____/designated by the superintendent _____/designated by the airport manager _____/other _____ (specify).

e. At 14 CFR part 139 certificated and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance.

f. If the airport is certificated and/or has a security plan, the airport operator should check for guidance on the additional identification and control of construction equipment.

10. NAVIGATIONAL AIDS.

The contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

11. LIMITATIONS ON CONSTRUCTION.

Additional limitations on construction include—

a. Prohibiting open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the airport operator *(as tailored to conform to local requirements and restrictions)*.

b. Prominently marking open trenches, excavations, and stockpiled materials at the construction and lighting these obstacles during hours of restricted visibility and darkness.

c. Marking and lighting closed, deceptive, and hazardous areas on airports, as appropriate.

d. Constraining stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

12. RADIO COMMUNICATIONS.

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are _____/are not _____ required between contractors and the Airport Traffic Control Tower _____/FAA Flight Service Station _____/Airport Aeronautical Advisory Stations (UNICOM/CTAF) _____. Radio contact is _____/is not _____ required between the hours of _____ and _____. Continuous monitoring is required _____/or is required only when equipment movement is necessary in certain areas _____. *(This section may be tailored to suit the specific vehicle and safety requirements of the airport sponsor.)*

13. DEBRIS.

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

APPENDIX 4. SAMPLE NOTAM

_____ AIRPORT

FAA NOTAM # _____

DATE: _____

AIRPORT I.D. # _____

TIME: _____

NOTAM TEXT:

NOTIFICATION:

#### TOWER	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

#### FSS	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

AIRLINES

CANCELLED:

NOTIFICATION:

#### TOWER	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

#### FSS	_____	_____	_____	_____
	PHONE #	INITIALS	TIME	CALLED IN BY

AIRLINES



DIVISION V

Technical Specifications

DIVISION V
SECTION 1
MOBILIZATION

1-1.1 GENERAL. Mobilization shall consist of preparatory work and operations, including, but not limited to, attending preconstruction meetings; preparing project schedules; submittal documents; those actions necessary for the movement of personnel, equipment, supplies, traffic control devices, barricades and incidentals to the project site; establishing of all other facilities necessary for work on the Project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various CONTRACT items on the Project site.

1-1.2 MOBILIZATION PHASE. The Mobilization phase shall begin immediately upon receipt of the Notice to Proceed for Mobilization. See Division IV, Section 1, for Mobilization phase time limits and liquidated damages. CONTRACTOR is solely responsible for delays in PROJECT resulting directly or indirectly from late submissions or resubmission of submittals.

1-1.3 SUBMITTALS. All materials and equipment used to construct this item shall be submitted to the ENGINEER for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are of good a quality and legible. Any deviations or substitutions from SPECIFICATIONS shall be identified, in writing, at the time the submittals are made.

Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting only is not acceptable). CONTRACTOR is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

The data submitted shall be sufficient, in the opinion of the ENGINEER, to determine compliance with the plans and specifications. The CONTRACTOR's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The ENGINEER reserves the right to reject any and all equipment, materials or procedures, which, in the ENGINEER's opinion, does not meet the system design and the standards and codes, specified.

1-1.4 AIRFIELD SAFETY AND TRAFFIC CONTROL. Airfield Safety and Traffic Control shall include the special requirements with respect to safely conducting construction activities, coordinating construction with aircraft operations, and maintaining the construction site in a manner that is compatible with aircraft. All items required in Division IV, Section 1, "Special Provisions for Airport Construction," and Section 2, "Construction Safety and Operations Requirements," shall be included in Airfield Safety and Traffic Control.

MEASUREMENT AND PAYMENT

1-2.1 MEASUREMENT. Mobilization and Airfield Safety and Traffic Control will be measured separately as lump sum items.

1-2.2 PAYMENT FOR MOBILIZATION.

- A.** When the monthly partial payment estimate of the amount earned, not including the amount earned for Mobilization, is 5 percent or more of the original CONTRACT amount, 50 percent of the CONTRACT item price for Mobilization will be included in the estimate for payment.
- B.** When the monthly partial payment estimate of the amount earned, not including the amount earned for Mobilization, is 10 percent or more of the original CONTRACT amount, the total amount earned for Mobilization shall be 75 percent of the CONTRACT item price for Mobilization and said amount will be included in the estimate for payment.
- C.** When the monthly partial payment estimate of the amount earned, not including the amount earned for Mobilization, is 20 percent or more of the original CONTRACT amount, the total amount earned for Mobilization shall be 95 percent of the CONTRACT item price for Mobilization and said amount will be included in the estimate for payment.
- D.** When the monthly partial payment estimate of the amount earned, not including the amount earned for Mobilization, is 50 percent or more of the original CONTRACT amount, the total amount earned for Mobilization shall be 100 percent of the CONTRACT item price for Mobilization and said amount will be included in the estimate for payment.

The CONTRACT lump sum price paid for Mobilization shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Mobilization as specified herein.

Payments made for Mobilization will be excluded from consideration in determining compensation under changed quantities.

1-2.3 PAYMENT FOR AIRFIELD SAFETY AND TRAFFIC CONTROL. Airfield Safety and Traffic Control will be paid for at the contract lump sum price. This price shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to completing the work.

END OF SECTION

DIVISION V
SECTION 2
SURFACE PREPARATION

DESCRIPTION

2-1.1 GENERAL. This item shall consist of providing all labor, material and equipment necessary to clean the apron pavement using high-pressure water jets and vacuum pick-up system. Shot-blasting or sand blasting will not be allowed. Surface preparation will be accomplished by removing 90-95 percent of the rubber deposits and other materials (i.e. oil, fuel, paint and dust) from the pavement's micro-texture. The pavement surfaces may be smooth or grooved. Marking removal will be considered satisfactory if not less than 50 percent of the marking materials is removed from the pavement's surface.

2-1.2 MISCELLANEOUS SITE PREPARATION AND INCIDENTAL WORK. Miscellaneous site preparation shall include, but not be limited to all demolition work called for on the PLANS, construction staking, sawcutting and pavement grinding; adjusting existing facilities (valve boxes, pull boxes, catch basins, etc.) to finish grade, if they are to remain; pavement marking removed by sandblasting or high pressure water jet; and all incidental work necessary to complete the PROJECT. The cost of this work shall be included in the lump sum price for Earthwork and Site Preparation for each area of work.

MATERIALS

2-2.1 WATER. Water shall be potable water obtained from a municipal source or well. Reclaimed water will not be allowed. The use of chemicals, abrasive materials, grinders, detergents or salt water will not be allowed.

CONSTRUCTION METHODS

2-3.1 GENERAL. The work shall be performed at the locations designated on the plans or as directed by the ENGINEER. The cleaning process shall remove 50 percent of the markings, 90-95 percent of the dirt/dust, and all other materials from the pavement surface micro-texture using ultra-high pressure water jets.

Work shall not be performed unless the temperature is a minimum of 40° F and rising and the pavement temperature is a minimum of 35° F and rising unless otherwise approved by the ENGINEER. Surface preparation work may be performed during inclement weather provided the rubber, water, and debris are 100 percent contained by the vacuum system. Water collected by the vacuum system may be disposed of on site if the rubber, debris and other contaminants are removed to the satisfaction of the ENGINEER. If approved, this water can then be discharged on site at a location designated by the ENGINEER and allowed to evaporate or be absorbed into the ground. Otherwise, contaminated water shall be properly disposed of off site.

Water shall not be allowed to run in to any storm drain system, lake, river, or stream. All rubber and debris collected by the vacuum system shall be properly disposed in an approved landfill. The work shall be performed without causing damage to the light fixtures or other airfield property. Care shall be taken to prevent/minimize damage that may occur to the joints and joint sealant material.

2-3.2 EQUIPMENT. The equipment used for the surface preparation shall be a self-contained vehicle licensed to travel on the public roadway. The vehicle shall contain an ultra-high pressure (UHP) water pump, clean and dirty water tanks, and a vacuum pickup system. The truck shall have a hydrostatic drive, independent of the truck transmission, capable of varying the forward speed of the truck during surface renewal from 0 to 7 mph. A vacuum truck, vacuum sweeper, or similar device shall be provided, capable of collecting the rubber, water and other debris from the runway surface. The vacuum equipment shall be a self-contained vehicle licensed to travel on the public roadway.

The UHP pump shall provide adequate water pressure and quantity (gpm), as necessary to be capable of cleaning a minimum of 5,000 square yards per hour. The surface cleaning equipment vehicle shall have a multi-jet spray head. The vehicle shall be capable of carrying sufficient water to operate continuously for a minimum of four hours. The equipment shall be equipped with approved flashing yellow safety lights. The equipment vehicle shall be equipped with work area lighting adequate for night operation.

2-3.3 TEST AREA. Prior to the start of the work the CONTRACTOR shall perform surface preparation operations in a test area, at a location designated by the ENGINEER, covering a minimum of 500 square feet to demonstrate the quality of the surface preparation. The high pressure pump shall be set at an operating pressure and flow rate, and the forward speed of the equipment as necessary to remove the paint and other materials as specified without causing excess damage to the pavement surface or joints.

The test area shall include joints, joint sealing material. Following the surface preparation test operation, if present, the ENGINEER will inspect the test area to determine if the results are acceptable. The ENGINEER has sole discretion to determine if the results are acceptable and the COUNTY reserves the right to terminate the work if unacceptable damage has occurred.

2-3.4 VISUAL INSPECTION – SURFACE CLEANING. The ENGINEER shall visually inspect prepared areas to determine if the percentage of the dust, dirt, and debris removed is acceptable. Visual inspection shall be made of the pavement surface to determine if the water jet has contacted 100% of the surface and the vacuum system has removed dust, dirt, and debris and other materials from that surface and the pavement micro-texture.

2-3.5 VISUAL INSPECTION – MARKING REMOVAL. The ENGINEER shall determine by visual inspection if 50 percent of the markings have been removed. Visual inspection shall consist of a close inspection of random-sample areas of the pavement surface to determine if the water jet has exposed a minimum of 50 percent of the painted pavement surface and that the vacuum system has removed all the marking debris.

METHOD OF MEASUREMENT

2-4.1 Surface preparation will be measured by the number of square yards of prepared pavement surface in accordance with the SPECIFICATIONS and accepted by the ENGINEER.

BASIS OF PAYMENT

2-5.1 Payment shall be made for surface preparation at the contract price per square yard. This price shall be full compensation for furnishing all materials, and for all labor, equipment, tools, and incidentals necessary to complete the work as specified herein and as shown on the PLANS.

END OF SECTION

DIVISION V
SECTION 3
CRACK REPAIR AND CRACK SEAL

DESCRIPTION

3-1.1 GENERAL. This item shall consist of performing crack repair and crack seal repairs on the properly prepared existing pavement.

3-1.2 CRACK SEALING AND REPAIR. All vegetation in pavement cracks in areas designated for treatment shall be pre-treated with a pre-emergent herbicide that kills and prevents the re-growth of existing and new vegetation. A dye shall be added to the herbicide to show treated areas. Herbicide shall be Hivar X or approved equal. Treated vegetation shall be removed from the cracks. Following vegetation removal, all cracks shall be blown clean with a high-pressure air nozzle. Cracks shall be filled or repaired as follows:

- A. Incidental Cracks Less Than or Equal to 3/8 inch in Width.** Cracks 3/8 inch or less in width shall be blown clean and treated with herbicide. No crack filling will be required. No separate measurement or payment shall be made for this item. No direct payment will be made for incidental crack cleaning. All costs to be included in Division V, Section 2, "Surface Preparation."
- B. Minor Cracks.** Cracks in existing pavement greater than 3/8 inch, but less than 1 inch, shall be blown clean and treated with an herbicide, and filled with crack sealing material. Sealer shall be hot-melt rubberized asphalt material, Craftco Polyflex 2, or approved equal.
- C. Major Crack Repair.** Cracks greater than 1 inch in width require special treatment. A 24-inch (±) wide by 2 inch deep notch shall be cold-milled into the existing AC surface. The crack shall be approximately centered in the notch. The remaining crack below the 2-inch notch shall be cleaned, treated with herbicide, and then filled with fine aggregate hot mix AC to the bottom of the notch. The fine aggregate asphalt filler shall be compacted by tamping or other ENGINEER-approved method. The 24-inch wide notch shall be paved with AC, except that the provision for payment adjustments shall not apply.

No crack repair shall be started until the CONTRACTOR has identified and field marked the cracks for each repair type and the work limits and types are approved by the ENGINEER.

METHOD OF MEASUREMENT

3-2.1 Minor Crack Seal and Major Crack Seal will be measured for payment by the linear foot as separate pay items.

PAYMENT

3-3.1 Minor Crack Seal will be paid for at the CONTRACT price per the linear foot of work accepted by the ENGINEER. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment, and incidentals necessary to complete the item.

3-3.2 Major Crack Seal will be paid for at the CONTRACT price per the lineal foot of work accepted by the ENGINEER. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment, and incidentals necessary to complete the item.

END OF SECTION

DIVISION V
SECTION 4
ITEM P-609A
ASPHALT REJUVENATING SEAL

DESCRIPTION

4-1.1 GENERAL. *This item shall consist of applying a polymer modified, emulsified asphalt rejuvenation agent and sand placed on the properly prepared asphalt concrete surface, in accordance with these specifications, and the dimensions shown on the PLANS. Surface preparation shall be in conformance with Section 2.*

4-1.2 MATERIAL CONTRACTOR'S RESPONSIBILITY. *Samples of all materials that the CONTRACTOR proposes to use, together with a statement as to their source and character, shall be submitted and approval in writing obtained by the ENGINEER before use of such materials begins.*

4-1.3 SUBMITTALS. *The CONTRACTOR shall furnish vendor's certified test reports for each load of rejuvenator seal delivered to the project. The report shall be submitted to the ENGINEER before permission will be granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing performed by the ENGINEER on samples of materials as received for use on the project and subsequent to in-place sampling.*

A Certificate of Compliance shall be submitted during Mobilization phase. In addition to the required signature of the vendor or the vendor's representative certifying compliance with job requirements, the certificate shall show the shipment number, type of material, refinery, consignee, destination, quantity, contract number or purchase order number, and date of shipment.

4-1.4 APPLICATION RATE. *The application rate of rejuvenator seal shall be 0.12 gal per square yard for bidding purposes. The actual application rate shall be based on the results of test sections. Application rates from 0.10 to 0.14 gallons per square yard shall be paid for at the bid price. Any cost adjustments that may be warranted for a change in application rate greater than .02 will be negotiated in the field.*

QUALITY CONTROL AND ASSURANCE

4-2.1 CONTRACTOR QUALITY CONTROL. *The rejuvenating seal manufacturer's authorized representative shall be at the jobsite during all material application. The manufacturer's representative shall be thoroughly knowledgeable of the materials, procedures, and equipment necessary to apply the product in accordance with this specification; shall be responsible for determining the final application rate and spray nozzle tip size; and shall oversee material storage and handling, the mixing of the component materials, and all application procedures of the rejuvenator seal. The manufacturer's representative shall have a minimum of two years experience in the use of the approved seal. Documentation of this experience shall be furnished to the ENGINEER prior to the start of operations. The cost of the manufacturer's representative shall be included in the bid price.*

The CONTRACTOR shall submit a contingency plan to the ENGINEER at least 10 days prior to applying asphalt rejuvenating agent. The contingency plan shall describe in detail the corrective actions the CONTRACTOR will use if the asphalt rejuvenating agent does not break within the times specified for pavement closures, or if treated surface friction characteristics are not in compliance. The plan shall include any additional traffic handling, additional materials on hand, or additional equipment kept available for contingency situations, and recommended corrective action to improve friction characteristics. The ENGINEER must approve the use of a corrective action(s) before implementation.

Additionally, the CONTRACTOR shall comply with the following:

- A. **Test Sections.** At least forty-eight (48) hours prior to full production, the CONTRACTOR shall place a series of 3 feet wide by 25 feet long test sections at initial application rates of 0.10, 0.12, and 0.14 gallons per square yard. One test section (3 application rates minimum) shall be required for each different asphalt surface. Additional application rates shall be provided as necessary to determine the optimum rate for each different pavement in the project.
- B. **Core Samples.** The CONTRACTOR shall take a minimum of 3 core samples from the newly treated asphalt surface within each of the phase sections for the project. Cores shall be retained by the ENGINEER for subsequent Quality Assurance testing. Core samples shall be neatly cut with a diamond bit core drill. The minimum diameter of the samples shall be six (6) inches. The CONTRACTOR shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. Core holes shall be filled in a manner acceptable to the ENGINEER within one day of sampling.

4-2.2 QUALITY ASSURANCE TESTING.

- A. **Friction Characteristics.** Friction testing will be performed on test areas prior to and 24 hours after application and after fifteen (15) working days of cure of the rejuvenator seal. The ENGINEER will perform testing to determine pavement resistance/friction characteristics of the untreated asphalt surface and the proposed treated surface in accordance with ASTM E 303, or the resistance/friction level (MU values) of the pavement when measured using an approved Continuous Friction Measuring Equipment (CFME).

Test sections with friction readings greater than 15 percent below results obtained from tests on new AC pavement shall not be acceptable. The ENGINEER shall approve the methods used to increase the coefficient of friction prior to full production use by the CONTRACTOR.

The treated pavement surface(s), after 15 working days of cure, shall be tested using a portable Wessex Skid Tester or CFME approved by the ENGINEER. Treated surfaces shall have a friction reading not greater than 10 percent below the readings obtained on new AC pavement.

- B. At the ENGINEER'S sole discretion additional skid resistance/friction tests may be performed for each 30,000 square yards or fractional part of each different treated pavement. QA tests will be performed after a 15 working day minimum cure period. The location of the tests will be randomly selected by the ENGINEER. The CONTRACTOR shall core sample locations of the pavement for Quality Assurance testing by the ENGINEER in accordance with paragraph 4-2.2A above

MATERIALS

4-3.1 MATERIAL. The emulsion for asphalt rejuvenating agent shall be a quick-break polymer modified pavement sealant and rejuvenator made from a base of asphalt, petroleum based recycling agent, and a polymer. The emulsion shall conform to either Table 1-A, and Table 1-B:

Table 1-A

Polymer Modified Rejuvenating Emulsion		
Test on Emulsion	Method	Test Results
Viscosity @77 (SFS)	ASTM D244	20-100
Residue, w%, min.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Test on Residue⁽¹⁾		
Viscosity @ 140°F, P, maximum.	ASTM D2171	3000
Penetration @ 39.2°F, minimum.	ASTM D5	70
Elastic Recovery on residue by distillation ^(1,2) , %, minimum.	AASHTO T59, T301	50
Test on Latex⁽³⁾		
Tensile strength, die C dumbbell, psi, minimum	ASTM D412	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471 ⁽⁴⁾ Modified	40% intact film
Specific Gravity	ASTM 1475	1.08-1.15
Test on rejuvenating agent:		
Flash point, COC, °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Specification

Product Specification:

- (1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350°F plus or minus 10°F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- (2) Elastic Recovery @ 10°C (50°F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.
- (3) Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.
- (4) Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1-inch

by 2-inch rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill three 8 oz. ointment tins with at least a 1/2-inch deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another 1/2-inch deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours ± 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent, the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

Recycling Agent Specification:

Table 1-B

Product Tests	Rejuvenating Agent	
	Specs	Typical
Viscosity, 140°F, CST	50-175	150
Flash Point, °F, COC	380 Min.	400
Saturate, % by wt.	30 Max.	17
Asphaltenes	1.0 Max.	0
Chemical Composition	0.2-1.0	0.66
$\frac{N+A}{P+A}$ Compatibility	0.5 Min	0.83
$\frac{N}{P}$ Test on Residue		
Weight Change, %	6.5 Max.	3
Viscosity Ratio	3 Max.	1.3

4-3.2 MATERIAL QUALIFICATIONS.

The emulsion supplier shall provide the ENGINEER with certified test results not older than 3 months, and two 1-quart samples of the finished polymer modified rejuvenating emulsion concentrate, rejuvenating agent, and the latex used in the emulsion. For the latex, certification must be from a laboratory with an ISO 17025 certification and accredited by IAS. Laboratories must be accredited in the test procedures described herein for the latex and the rejuvenating agents. Quality control testing of the samples shall be at the CONTRACTOR's expense.

For QA purposes, at any time during the execution of the work, the ENGINEER may require one quart samples be submitted for each of the following: 1) The emulsion from the emulsion delivery truck, 2) the rejuvenating agent from the emulsion manufacture's supplier, and 3) the polymer from the emulsion manufacture's supplier. Samples will be sent to an independent testing laboratory selected by the ENGINEER.

4-3.3 SAND. Sand shall be spread utilizing a mechanical spreader capable of uniformly distributing sand at the specified rates to improve surface friction characteristics; and if necessary, to absorb rejuvenator seal in areas that are not curing properly or where excess seal may have been applied. The sand shall be angular and black in color.

The sand shall be clean, dry, dust-free slag with Mohs hardness of 6 to 8, "Tru-Grit" as manufactured by Kleen-Blast, 503-228-3965, or crushed rock, Black Beauty, or approved equal. The sand shall meet the following gradation analysis per ASTM D 451.

Sieve Size	% Retained by Weight
No. 16	0 - 1
No. 20	0 - 1
No. 30	5 - 20
No. 40	40 - 65
No. 50	20 - 40
No. 60	0 - 5
No. 100	0 - 3
Pan	0 - 0.2

CONSTRUCTION METHODS

4-4.1 MIXING. The rejuvenator seal material shall be obtained by blending bituminous concentrate material, water, and polymer. The rejuvenator seal mixture shall be delivered to the site ready for application, unless otherwise approved by the ENGINEER. The weight of polymer added to the mix at the plant and the total weight of the mixture shall be submitted to the ENGINEER.

4-4.2 WEATHER LIMITATIONS. Bituminous material shall be applied only when the existing surface is dry and the atmospheric temperature is above 60°F. No material shall be applied when rain is imminent or when dust or sand is blowing.

4-4.3 EQUIPMENT AND TOOLS. The CONTRACTOR shall furnish all equipment, tools, and machines necessary for the performance of the work.

- A. Pressure Distributor.** The distributor shall be designed, equipped, maintained, and operated so that bituminous material may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent during application operations. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically. Spray nozzle tips shall be properly sized for the product being applied in accordance with the rejuvenator seal manufacturer's recommendations.
- B. Aggregate (Sand) Spreader.** The aggregate spreader shall be a self-propelled mechanical spreader or truck-attached mechanical spreader capable of uniformly distributing sand at the specified rates.

- C. **Roller.** If required, the roller shall be a pneumatic-tired roller with an effective rolling width of at least 60 inches and capable of exerting a minimum contact pressure of 40 pounds per square inch. Rolling will not be required if sand is not applied or, may be waived if sand is used at the sole discretion of the ENGINEER.
- D. **Power Broom.** A power broom/vacuum, Swartz 7000, or equivalent, shall be provided for removing loose material from the surfaces to be treated and final clean up of treated areas prior to opening to air traffic.

4-4.4 SURFACE PREPARATION. The surface of the areas to be treated shall be prepared in accordance with Section 2. All loose dirt and other objectionable material shall be removed from the surface by high pressure wash and power broom/vacuum sweeper. Crack sealing shall be performed subsequent to placement of the rejuvenator seal.

4-4.5 APPLICATION OF REJUVENATOR SEAL. The rejuvenator seal shall be applied upon the properly prepared surface at the rate and temperature specified using a pressure distributor to obtain uniform distribution at all points. To insure proper coverage, the strips shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope. During all applications, the surfaces of any adjacent structures or objects shall be protected in such manner as to prevent their being spattered or otherwise marred.

The rejuvenator seal shall be applied at the rate (gallons per square yard) determined by test section, or as directed by the manufacturer's agent, subject to the ENGINEER's approval. Any change in rate of application must be approved by the ENGINEER. The application shall provide uniform coverage and shall be free of streaks and voids.

The CONTRACTOR shall schedule seal coat operations such that the asphalt rejuvenation seal will break (turn from brown to black) before the atmospheric temperature falls below 50°F, pavement temperature below 60°F; and with a sufficient allowance for cure time so that the pavement is marked and opened to traffic as scheduled.

4-4.6 SANDING AND ROLLING. Unless otherwise directed by the ENGINEER, sand shall be applied to designated areas at the rate per square yard determined by the ENGINEER during test section treatment (estimated target rate is .5 to 1.0 lbs per sy). A minimum of twenty five (25) tons of sand shall be delivered to the job prior to test strip treatment. Once the actual application rate is established, additional sand may need to be ordered prior to rejuvenator seal application.

Sanding shall be accomplished by using a drop-type sander, spinner or whirly-bird type sander. Sand shall be spread uniformly over the treated area and shall not be applied in such thickness as to cause blanketing. Back-spotting or sprinkling of additional sand over areas that have insufficient cover may be accomplished by hand as necessary.

If required, rolling shall be provided approximately 24 hours after application, unless otherwise directed by the ENGINEER. Rolling may be waived at the sole discretion of the ENGINEER. A minimum of 4 passes shall be made over the sanded areas with a rubber-tired roller. If treated areas do not cure properly or if excess rejuvenator seal material is placed, sanding and rolling with a rubber-tired roller shall continue until the seal cures to a track-free condition. All loose sand shall be removed by vacuum sweeping before the treated areas are opened for use by aircraft. Project limitations on area closure times shall apply even if additional sanding is required.

4-4.7 CORRECTION OF DEFECTS. Any defects, such as lack of uniformity in the application coverage (streaking or voids), or other imperfections caused by faulty workmanship, shall be corrected to the satisfaction of the ENGINEER.

All defective materials resulting from improper handling, workmanship, or application procedures shall be removed by the CONTRACTOR and replaced with approved materials as provided for in these specifications.

METHOD OF MEASUREMENT

4-5.1 The bituminous surface rejuvenation emulsion shall be measured by the square yard of applied and accepted asphalt rejuvenating seal. Sand will be measured per ton of material delivered to the job site.

BASIS OF PAYMENT

4-6.1 Payment will be made at the CONTRACT unit price per square yard for asphalt rejuvenating seal. These prices shall be full compensation for furnishing all materials and for all preparation, hauling and application of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Payment for sand will be made at the CONTRACT unit price per ton of material delivered to the job site.

TESTING REQUIREMENTS

Federal Aviation Administration Advisory Circular 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, Chapter 3, Section IV, Conducting Friction Evaluation with CFME.

- ASTM D 2172 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
- ASTM D 3666 Inspection and Testing Agencies for Bituminous Paving Materials
- ASTM E 303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- CT 342 California Portable Test
- ASTM E 274 Skid Trailer
- ASTM E 503 Diagonal Brake Vehicle equipped with ASTM E 524 (smooth test tire inflated to 24 psi).

END OF SECTION

DIVISION V
SECTION 5
ITEM P-620
PAVEMENT MARKING

DESCRIPTION

5-1.1 GENERAL. This item shall consist of the painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, *and other pavements* in accordance with these SPECIFICATIONS and at the locations shown on the PLANS, or as directed by the ENGINEER. *Temporary marking shall be provided as required or as necessary.*

MATERIALS

5-2.1 MATERIALS ACCEPTANCE. The CONTRACTOR shall furnish manufacturer's certified test reports for materials shipped to the PROJECT. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the ENGINEER may perform verification testing. The reports shall not be interpreted as a basis for payment. The CONTRACTOR shall notify the ENGINEER upon arrival of a shipment of materials to the site.

5-2.2 PAINT FOR AIRFIELD PAVEMENTS. Paint shall be Waterborne in accordance with the requirements of Federal Specification TT-P-1952. Paint shall be furnished in **White 37925** and **Yellow 33538** or **33655** in accordance with Federal Standard No. 595. Paint shall be furnished in **Type II — Fast drying** time for no-pick-up when tested in accordance with ASTM D 711.

A. Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952, Type II.

5-2.3 TEMPORARY PAVEMENT MARKINGS.

A. Temporary pavement markings are installed in work zones to provide traffic guidance during the work operation and until the permanent pavement markings can be installed. Temporary pavement markings may consist of standard pavement markings or interim pavement markings as approved by the ENGINEER.

B. Pressure-sensitive temporary pavement marking tape, temporary reflectorized raised pavement markers or reflectorized traffic line paint shall be the only acceptable pavement marking material to be used for the temporary pavement marking.

5-2.4 REFLECTIVE MEDIA. Glass beads shall meet the requirements of Fed. Spec. TT-B-1325D Type III. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

CONSTRUCTION METHODS

5-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F and rising and the pavement surface temperature is at least 5°F

above the dew point. Markings shall not be applied when the pavement temperature is greater than 120°F.

5-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.

5-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the ENGINEER.

5-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out by the CONTRACTOR in advance of the paint application. The layout of markings shall be approved by the ENGINEER prior to paint application.

5-3.5 APPLICATION. Paint shall be applied at the locations and to the dimensions and spacing shown on the PLANS. Paint shall not be applied until the layout and condition of the surface have been approved by the ENGINEER.

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate(s) shown in Table 1. The addition of thinner will not be permitted. All marking shall receive one (1) coat of paint. The paint shall be applied at the full application rate shown in Table 1. A period of 24 hours shall elapse between placement of the sealcoat and the first application of the paint.

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS

Paint Type	Paint, square feet per gallon ft ² /gal	Glass Beads, Type III, pounds per gallon of paint — lb/gal
Waterborne	115 ft ² /gal maximum	12 lb/gal minimum

The edges of the markings shall not vary from a straight line more than 1/2-inch in 50 feet and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inches or less	±1/2 inch
greater than 36 inches to 6 feet	± 1 inch
greater than 6 feet to 60 feet	± 2 inches
greater than 60 feet	± 3 inches

Glass beads shall be distributed upon the marked areas immediately after application of the *final coat of paint*. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate(s) shown in Table 1. Glass beads shall not be applied to black Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made.

All emptied containers shall be returned to the paint storage area for checking by the ENGINEER. The containers shall not be removed from the AIRPORT or destroyed until authorized by the ENGINEER.

5-3.6 PROTECTION AND CLEANUP. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint. The CONTRACTOR shall remove from the site all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the ENGINEER. The CONTRACTOR shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

5-4.1 Pavement Marking will be measured by the number of square feet of paint, in accordance with the SPECIFICATIONS and accepted by the ENGINEER.

BASIS OF PAYMENT

5-5.1 Payment will be made at the respective CONTRACT price per square foot for *each color of Marking*. This price shall be full compensation for furnishing all materials, *including glass beads*, and for all labor, equipment, tools, and incidentals necessary to complete the work as specified herein and as shown on the PLANS.

TESTING REQUIREMENTS

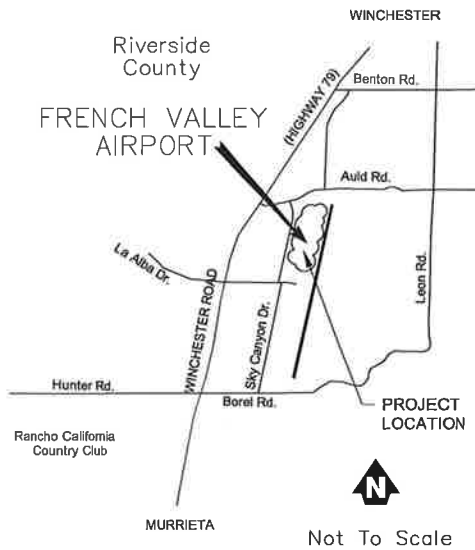
ASTM C-146	Chemical Analysis of Glass Sand
ASTM C 371	Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D 92	Test Method for Flash and Fire Points by Cleveland Open Cup
ASTM D 711	No-Pick-Up Time of Traffic Paint
ASTM D 968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM G 15453	Operating Light and Water-Exposure Apparatus (Florescent UV-Condensation Type) for Exposure of Nonmetallic Materials
Federal Test Method Standard No. 141D/GEN	Paint, Varnish, Lacquer and Related Materials; Methods of Inspection, Sampling and Testing

MATERIAL REQUIREMENTS

ASTM D 476	Specifications for Dry Pigmentary Titanium Dioxide Pigments Products
Code of Federal Regulations	40 CFR Part 60, Appendix A – Definition of Traverse Point Number and-Location
Code of Federal Regulations	29 CFR Part 1910.1200 – Hazard Communications
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retroreflective
Fed. Spec. TT-P-110	Paint, Traffic Black (Nonreflectorized)
Fed. Spec. TT-P-1952E	Paint, Traffic, and Airfield Marking, Waterborne
Federal Standard 595	Colors Used in Government Procurement

END OF SECTION

FRENCH VALLEY VICINITY MAP



COUNTY OF RIVERSIDE

NORTHERN APRON PAVEMENT REHABILITATION

FRENCH VALLEY AIRPORT

JULY 2011

RIVERSIDE COUNTY

AIP NO. 3-06-0338-25



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 Santa Rosa, CA 95403
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PROJECT DESCRIPTION

- PAVEMENT REHABILITATION OF NORTHERN MOST SECTION OF APRON.

Sheet Number	Sheet Title
G-001	TITLE SHEET
G-021	PROJECT LAYOUT PLAN
G-081	CONSTRUCTION PHASING PLAN
C-101	PAVEMENT PLAN
C-651	MARKING PLAN

DRAWING LEGEND

	EXISTING	PROPOSED		EXISTING	PROPOSED
AC PAVEMENT	[Symbol]	N/A	ELECTRIC	[Symbol]	N/A
PCC PAVEMENT	[Symbol]	N/A	PULL BOX	[Symbol]	N/A
PAVEMENT SEALCOAT	N/A	[Symbol]	WATER	[Symbol]	N/A
AGGREGATE BASE-SECTION	N/A	[Symbol]	WATER VALVE	[Symbol]	N/A
FENCE (TO REMAIN)	[Symbol]	N/A	FIRE HYDRANT	[Symbol]	N/A
CHAINLINK FENCE W/3 STRAND BARBED WIRE (TO REMOVE)	[Symbol]	N/A	SANITARY SEWER	[Symbol]	N/A
DECORATIVE FENCE (TO REMOVE)	[Symbol]	N/A	STORM DRAIN	[Symbol]	N/A
T-POST AND BARBED WIRE FENCE (TO REMOVE)	[Symbol]	N/A	CATCH BASIN	[Symbol]	N/A
BUILDING	[Symbol]	N/A	MANHOLE	[Symbol]	N/A
PROPERTY	[Symbol]	N/A	TELEPHONE/VERIZON COMMUNICATION	[Symbol]	N/A
			PARKING LOT LIGHT & POLE	[Symbol]	N/A
			ELEVATION	[Symbol]	N/A
			BENCHMARK/MONUMENT	[Symbol]	N/A

ABBREVIATIONS

AB	AGGREGATE BASE	GALV	GALVANIZED	REQ	REQUIRED
AC	ASPHALT CONCRETE	GB	GRADE BREAK	RWA	RESTRICTED WORK AREA
AOA	AIR OPERATIONS AREA	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	RWY	RUNWAY
ASB	AGGREGATE SUB-BASE	GS	GROUND SHOT	SD	STORM DRAIN
AWG	AMERICAN WIRE GAUGE	HDPE	HIGH DENSITY POLYETHYLENE	SDMH	STORM DRAIN MANHOLE
BC	BEGINNING OF CURVE	HORIZ	HORIZONTAL	SG	STRAIGHT GRADE
BLDG	BUILDING	HP	HIGH POINT	SH	SHOULDER
BM	BENCHMARK	IE	INVERT ELEVATION	SS	SANITARY SEWER
BVC	BEGIN VERTICAL CURVE	L	LENGTH	SSMH	SANITARY SEWER MANHOLE
CL	CENTERLINE	LF	LINEAL FEET	SQ	SQUARE
CLF	CHAIN LINK FENCE	MAX	MAXIMUM	STA	STATION
CB	CATCH BASIN	MID	MID POINT	STD	STANDARD
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	T	TELEPHONE LINE
CMU	CONCRETE MASONRY UNIT	MIRL	MEDIUM INTENSITY RUNWAY LIGHTING	TC	TOP OF CURB
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DIA or Ø	DIAMETER	(N)	NEW	T/L	TAXILANE
(E)	EXISTING	NIS	NOT IN SERVICE	TOE	TOE OF BANK
E	ELECTRICAL LINE	OC	ON CENTER	TOP	TOP OF BANK
EC	END OF CURVE	PB	PULLBOX	TWY	TAXIWAY
EG	EXISTING GRADE (OR GROUND)	PC	POINT OF CURVATURE	TYP	TYPICAL
EL	ELEVATION	PCC	PORTLAND CEMENT CONCRETE	UNO	UNLESS OTHERWISE NOTED
EP	EDGE OF PAVEMENT	PI	POINT OF INTERSECTION	USA	UNDERGROUND SERVICE ALERT
ETR	EXISTING TO REMAIN	PT	POINT OF TANGENCY	VERT	VERTICAL
FAA	FEDERAL AVIATION ADMINISTRATION	PVC	POLY-VINYL CHLORIDE	VG	VALLEY GUTTER
FBO	FIXED BASE OPERATOR	PVI	POINT OF VERTICAL INTERSECTION	W	WATER LINE
FF	FINISH FLOOR	PWA	PROTECTED WORK AREA	W/	WITH
FG	FINISH GRADE	R	REMOVE	W/O	WITHOUT
FH	FIRE HYDRANT	R&R	REMOVE & REPLACE	WV	WATER VALVE
FL	FLOW LINE	RC	RELATIVE COMPACTION	WWM	WELED WIRE MESH
G	GAS LINE	RCP	REINFORCED CONCRETE PIPE		

COUNTY OF RIVERSIDE
NORTHERN APRON PAVEMENT
REHABILITATION
 FRENCH VALLEY AIRPORT

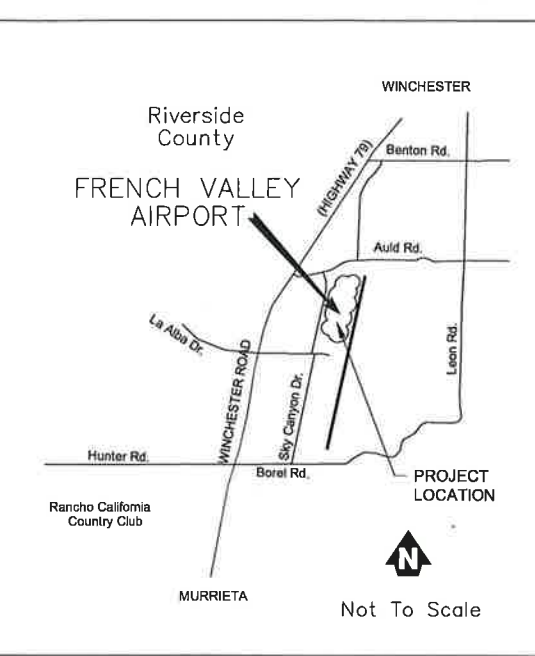
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 DATE: JULY 2011
 DESIGNED BY: JO
 DRAWN BY: PM
 CHECKED BY: LM

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 SHEET CONTENTS
 TITLE SHEET

FRENCH VALLEY VICINITY MAP



COUNTY OF RIVERSIDE

NORTHERN APRON PAVEMENT REHABILITATION

FRENCH VALLEY AIRPORT

JULY 2011

RIVERSIDE COUNTY

AIP NO. 3-06-0338-25

LOCATION MAP



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COUNTY OF RIVERSIDE
 NORTHERN APRON PAVEMENT
 REHABILITATION
 FRENCH VALLEY AIRPORT

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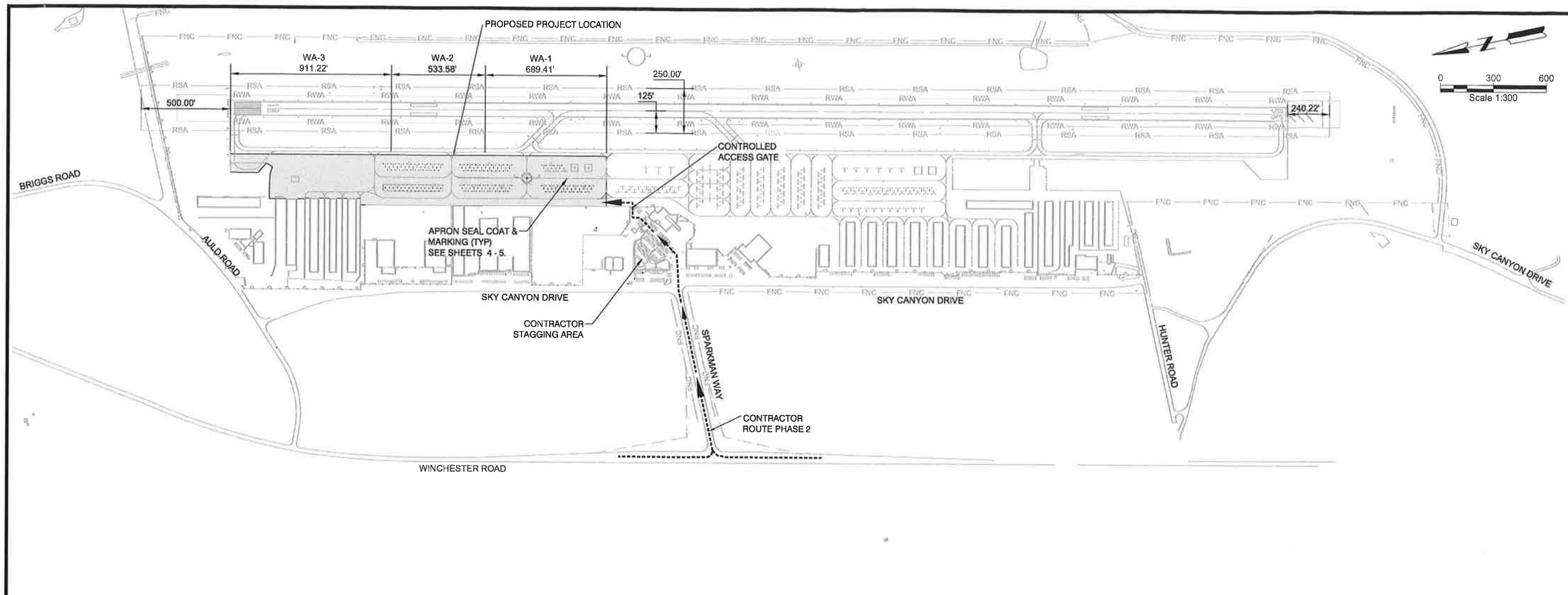
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PROJECT LAYOUT PLAN
SCALE AS SHOWN

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL REMAIN WITHIN THE PROJECT LIMITS AS SHOWN IN THE CONSTRUCTION PHASING PLAN. ACCESS OUTSIDE THESE LIMITS SHALL ONLY BE APPROVED IN WRITING BY THE COUNTY. THE CONTRACTOR'S ACCESS ROUTES SHALL BE AS SHOWN ON THE PLANS UNLESS OTHERWISE APPROVED BY THE COUNTY.
2. HAUL ROUTES ON PAVEMENTS SHALL BE CLEANED DAILY. HAUL ROUTES OVER GRAVEL/DIRT SHALL BE SMOOTH GRADED AT THE COMPLETION OF THE PROJECT. DUST CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
3. NO ACCESS TO THE RUNWAY OR ENCROACHMENT INTO THE RESTRICTED WORK AREA (RWA) SHALL BE PERMITTED WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM THE ENGINEER OR THE COUNTY.
4. A WEEKLY CONSTRUCTION STATUS MEETING SHALL BE HELD TO DISCUSS AND COORDINATE CONSTRUCTION ACTIVITIES AND SAFETY. THE CONTRACTOR'S SUPERINTENDENT AND SUBCONTRACTORS FOREMAN SHALL ATTEND THE MEETING. THE MEETING SHALL BE HELD ON THE AIRPORT AT A REGULAR TIME AS AGREED UPON BY THE CONTRACTOR AND COUNTY.
5. CONSTRUCTION MAY BE UNDERWAY BY OTHER FORCES AND BY OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE WORK IN THIS CONTRACT. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH ALL SUCH OTHER FORCES WITH RESPECT TO SAFETY, AVOIDING ANY DELAY OR HINDRANCE TO THE WORK. THE CONTRACTOR SHALL ATTEND ONGOING COORDINATION MEETINGS WITH ANY OTHER CONTRACTORS WORKING ON THE AIRFIELD, THE ENGINEER(S) AND COUNTY. THE COUNTY RESERVES THE RIGHT TO HAVE OTHER OR ADDITIONAL WORK PERFORMED AT OR NEAR THE PROJECT SITE AT ANY TIME BY OTHER FORCES.
6. THE CONTRACTOR SHALL PLACE SEDIMENT CONTROL WATTLES AROUND THE PERIMETER OF THE STOCKPILES AS DIRECTED BY THE ENGINEER. ANY DISTURBED SOIL, OUTSIDE PAVEMENT LIMITS, SHALL BE HYDROSEEDDED.
7. NO GUARANTEE IS EXPRESSED OR IMPLIED THAT ALL UNDERGROUND OBSTRUCTIONS ARE SHOWN ON THE PLANS. UNDERGROUND UTILITIES MAY BE IN OR ADJACENT TO THE CONSTRUCTION AREA(S). THE APPROXIMATE LOCATIONS OF KNOWN FACILITIES ARE SHOWN IN THE POSITION ESTIMATED FROM

AVAILABLE RECORDS. ALTHOUGH EFFORTS HAVE BEEN MADE TO LOCATE THESE FACILITIES AS ACCURATELY AS POSSIBLE, THE CONTRACTOR'S SHALL CONTACT UTILITY LOCATION SERVICE PRIOR TO BEGINNING OF CONSTRUCTION AND CAREFULLY FIELD LOCATE THESE FACILITIES BEFORE BEGINNING CONSTRUCTION. SHOULD ANY EXISTING FACILITIES BE DAMAGED OR BROKEN AS A RESULT OF THE CONTRACTOR'S OPERATIONS, THEY SHALL PROMPTLY BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

8. THE ENGINEER AND THE COUNTY ASSUME NO RESPONSIBILITY FOR ANY OBSTRUCTION SHOWN OR NOT SHOWN ON THE PLANS. ALL CONFLICTS SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY. CONTRACTOR SHALL ADJUST, RELOCATE AND/OR REPLACE EXISTING UTILITIES AS WELL AS THE IRRIGATION SYSTEM TO ACCOMMODATE NEW FENCE AND PLANT LOCATIONS AFTER FENCE IS COMPLETE. CONTRACTOR SHALL BE PAID ON A TIME AND MATERIALS BASIS FOR UTILITY CONFLICT RESOLUTION.
9. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES. THIS SHALL INCLUDE LOCKING ACCESS GATES OR PROVIDING PERSONNEL TO MONITOR THE GATES PREVENTING UNAUTHORIZED ACCESS. TEMPORARY FENCING WILL BE REQUIRED PRIOR TO DEMOLITION. ACTUAL LOCATION OF TEMPORARY SECURITY FENCE WILL DEPEND ON AGREED PHASING LOCATIONS. CONTRACTOR MUST SHOW TEMPORARY FENCE IN THEIR CONSTRUCTION PHASING PLAN. ANY BREACH OF SECURITY SHALL BE REPORTED IMMEDIATELY TO THE COUNTY OR ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM FAILURE TO MAINTAIN AIRPORT SECURITY.
10. CONTRACTOR SHALL SAVE AND MAINTAIN EXISTING LANDSCAPING. LANDSCAPING DISTURBED DURING CONSTRUCTION SHALL BE REPLANTED WHEN FENCE CONSTRUCTION IS COMPLETE AS DIRECTED BY THE ENGINEER. AT THE COUNTY'S DISCRETION ADDITIONAL PLANTS, SHRUBS AND/OR TREES MAY BE PLACED AS DIRECTED BY THE ENGINEER. THIS WORK WILL BE PAID FOR ON A TIME AND MATERIALS BASIS FOR LANDSCAPING.
9. ALL NEW GATES WILL USE EXISTING ELECTRICAL SERVICES. CONTRACTOR SHALL INVENTORY/INVESTIGATE EACH GATE POWER SERVICE AND NOTIFY ENGINEER OF ANY POTENTIAL ISSUES FOR EACH GATE DURING MOBILIZATION PHASE AND PRIOR TO PURCHASING NEW EQUIPMENT AND MATERIALS.
10. THE SOURCE OF CONSTRUCTION WATER FOR THE PROJECT SHALL BE COORDINATED BY THE

CONTRACTOR. THE CONTRACTOR SHALL PAY WATER AND METER FEES; AND MAKE ALL NECESSARY ARRANGEMENTS WITH APPROPRIATE LOCAL UTILITY TO SECURE CONSTRUCTION WATER FOR THE DURATION OF THE CONTRACT.

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**COUNTY OF RIVERSIDE
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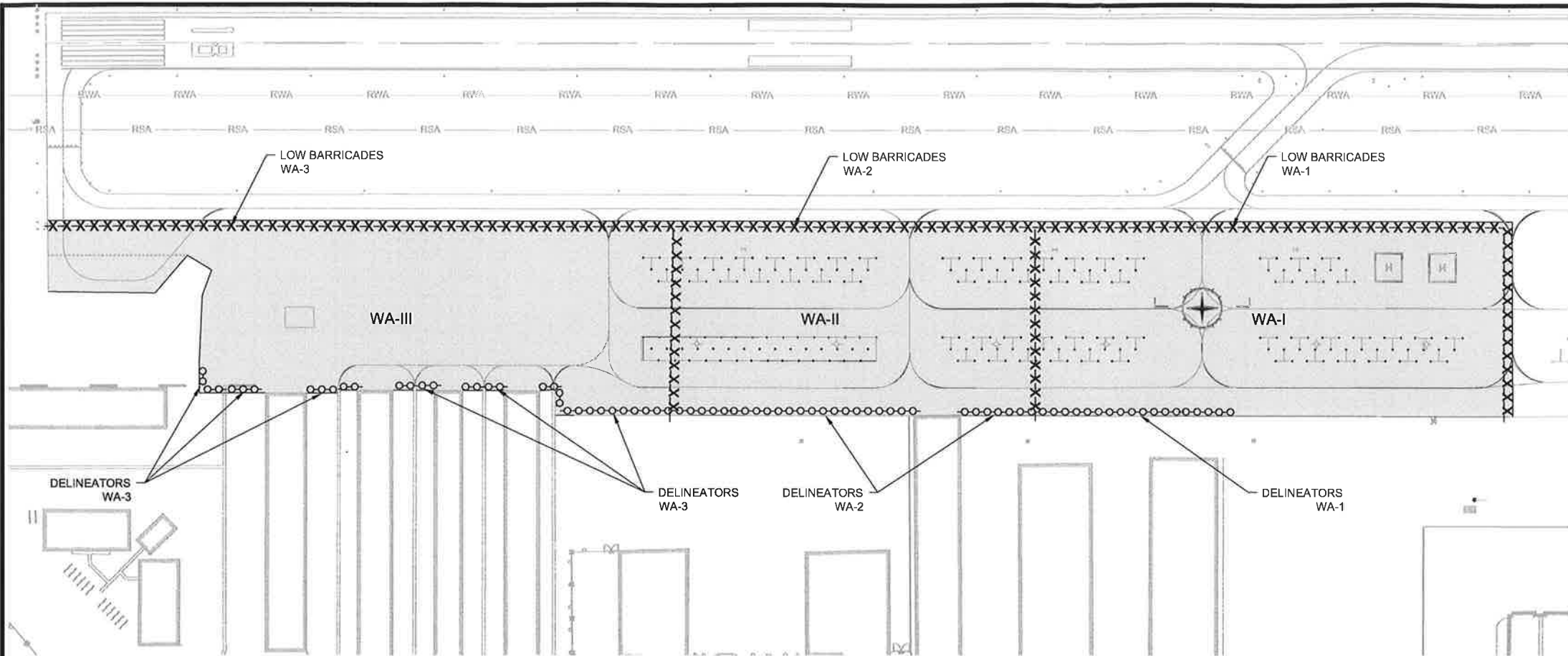
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PROJECT LAYOUT PLAN

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CONSTRUCTION SAFETY & PHASING PLAN

SCALE AS SHOWN

- LEGEND:**
- X-X--- LOW BARRICADE
 - O-O--- CONSTRUCTION DELINEATORS

NOTE:

WORK ON THIS PROJECT SHALL BE SEQUENCED AND PHASES AS NECESSARY TO COMPLY WITH PROVISIONS CONTAINED HEREIN. THE WORK SHALL BE DIVIDED INTO PHASES AS OUTLINED HEREIN. WORK ON A GIVEN PHASE SHALL NOT BEGIN UNTIL THE COUNTY HAS ISSUED A NOTICE TO PROCEED FOR THAT PHASE.

SEE CONSTRUCTION SAFETY AND PHASING NOTES SHEET G-082.

MOBILIZATION PHASE (10 WORKING DAYS):

THE MOBILIZATION PHASE SHALL BEGIN IMMEDIATELY AFTER A NOTICE TO PROCEED IS ISSUED BY THE COUNTY. DURING THIS PHASE OF THE PROJECT, NO WORK SHALL BE CONDUCTED THAT RESTRICTS AIRPORT OPERATIONS UNLESS AUTHORIZED BY THE COUNTY. NOTICE TO PROCEED WITH SUBSEQUENT PHASES MAY BE GIVEN AT ANY TIME DURING MOBILIZATION AT THE COUNTY'S DISCRETION. MOBILIZATION WORK SHALL INCLUDE, BUT IS NOT BE LIMITED TO, THE FOLLOWING:

1. SUBMITTALS:
 - a. PROCESSING OF REQUIRED MATERIALS/EQUIPMENT SUBMITTALS AND THE CONTRACTOR'S PROPOSED WORK SCHEDULE, INCLUDING REQUESTED PAVEMENT CLOSURE DATES.
 - b. ALL PREQUALIFICATION TESTING, REVIEW, AND APPROVALS.
 - c. CALTRANS TYPE A (MODIFIED) MIX DESIGN PREPARATION, REVIEW, AND APPROVAL.
 - d. MATERIAL DELIVERY SCHEDULE, INCLUDING MATERIAL DELIVERY DATE TO JOB SITE OR TO THE CONTRACTOR'S YARD.
2. DURING MOBILIZATION, THE CONTRACTOR SHALL BE ALLOWED TO PERFORM LAYOUT, STAKING, AND OTHER PREP WORK AS APPROVED BY THE COUNTY.
3. IT IS THE COUNTY'S INTENT THAT ALL PRELIMINARY WORK BE COMPLETED DURING THE MOBILIZATION PHASE TO ENSURE CONSTRUCTION CAN BE PURSUED DILIGENTLY AND WITHOUT UNNECESSARY DELAY. THE COUNTY RESERVES THE RIGHT TO WAIVE CERTAIN ELEMENTS OF MOBILIZATION AND ISSUE A NOTICE TO PROCEED WITH CONSTRUCTION AT ITS DISCRETION OR UPON THE CONTRACTOR'S REQUEST. SCHEDULE DATES SHALL NOT BE CHANGED, ONCE ESTABLISHED, WITHOUT COUNTY APPROVAL.

WA-1 CONSTRUCTION (10 WORKING DAYS):

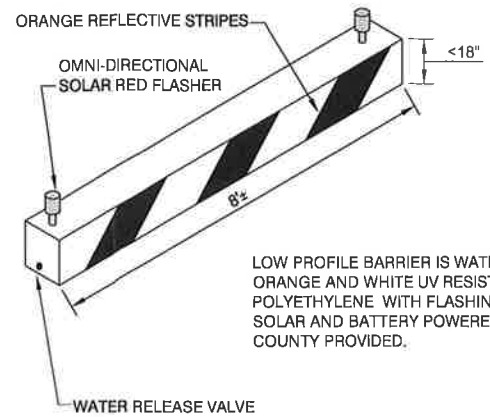
1. NO WORK IN WA-1, WA-2 OR WA-3 SHALL BEGIN UNTIL COMPLETION OF THE MOBILIZATION PHASE AS APPROVED BY THE COUNTY AND THE ENGINEER.
2. CONTRACTOR SHALL COORDINATE START OF WORK WITH THE COUNTY. ALL AIRCRAFT WITHIN THE PHASE 1 CONSTRUCTION AREA WILL BE RELOCATED BY THE COUNTY ONLY.
3. AFTER COUNTY HAS RELOCATED AIRCRAFT, CONTRACTOR SHALL SECURE THE CONSTRUCTION SITE WITH BARRICADES AS APPROVED BY THE COUNTY.
4. CONTRACTOR SHALL COORDINATE ACCESS TO TAXIWAY "A" TSA AS DETAILED IN THE CONSTRUCTION SCHEDULE, AS SHOWN ON PAGES C-101 AND AS APPROVED BY THE COUNTY AND THE ENGINEER.
5. CONTRACTOR SHALL PERFORM SITE PREPARATION AND CRACK TREATMENTS AS DESCRIBED IN THE SPECIFICATIONS. FOR CRACKS LARGER THEN 1" SEE DETAIL A ON SHEET C-101.
6. APPLICATION OF SEAL COAT TEST STRIPS WILL BE PERFORMED IN THE PRESENTS OF A COUNTY REPRESENTATIVE OR THE ENGINEER.
7. CONTRACTOR SHALL PLACE SEAL COAT AT RATES ESTABLISHED BY THE TEST STRIP AND AS APPROVED BY THE COUNTY AND ENGINEER.
8. UPON COMPLETION OF APPROVED DRY TIME PAVEMENT MARKINGS WILL BE PAINTED.
9. CONTRACTOR SHALL COORDINATE TRANSITION TO PHASE 2 ONLY AFTER APPROVAL OF PHASE 1 BY THE COUNTY.
10. CONTRACTOR SHALL RELOCATE BARRICADES TO SECURE PHASE II CONSTRUCTION AREA AS SHOWN ON C-101.

WA-2 CONSTRUCTION (10 WORKING DAYS):

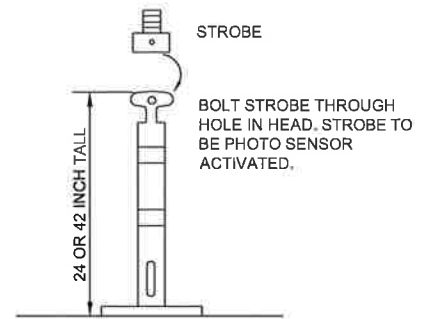
1. NO WORK IN WA-2 SHALL BEGIN UNTIL APPROVED BY THE COUNTY AND THE ENGINEER.
2. CONTRACTOR SHALL COORDINATE START OF WORK WITH THE COUNTY. ALL AIRCRAFT WITHIN THE WA-2 CONSTRUCTION AREA WILL BE RELOCATED BY THE COUNTY ONLY.
3. AFTER AIRCRAFT ARE RELOCATED, CONTRACTOR SHALL SECURE THE CONSTRUCTION SITE WITH BARRICADES AS APPROVED BY THE COUNTY.
4. CONTRACTOR SHALL COORDINATE ACCESS TO TAXIWAY "A" TSA AS DETAILED IN THE CONSTRUCTION SCHEDULE, AS SHOWN ON PAGES C-102 AND AS APPROVED BY THE COUNTY AND THE ENGINEER.
5. CONTRACTOR SHALL PERFORM SITE PREPARATION AND CRACK TREATMENTS AS DESCRIBED IN THE SPECIFICATIONS. FOR CRACKS LARGER THAN 1" SEE DETAIL A ON SHEET C-101.
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7. CONTRACTOR SHALL PLACE SEAL COAT AT RATES ESTABLISHED BY THE TEST STRIP AND AS APPROVED BY THE COUNTY AND ENGINEER.
8. UPON COMPLETION OF APPROVED DRY TIME PAVEMENT MARKINGS WILL BE PAINTED.
9. CONTRACTOR SHALL COORDINATE EXIT FROM PHASE 2 ONLY AFTER THE SITE HAS BEEN REVIEWED BY THE COUNTY.
10. CONTRACTOR SHALL REMOVE BARRICADES AND REOPEN APRON TO AIRCRAFT TRAFFIC ONLY AFTER SITE HAS BEEN APPROVED BY THE COUNTY.

WA-3 CONSTRUCTION (10 WORKING DAYS):

1. NO WORK IN WA-3 SHALL BEGIN UNTIL APPROVED BY THE COUNTY AND THE ENGINEER.
2. CONTRACTOR SHALL COORDINATE START OF WORK WITH THE COUNTY. ALL AIRCRAFT WITHIN THE WA-3 CONSTRUCTION AREA WILL BE RELOCATED BY THE COUNTY ONLY.
3. AFTER AIRCRAFT ARE RELOCATED, CONTRACTOR SHALL SECURE THE CONSTRUCTION SITE WITH BARRICADES AS APPROVED BY THE COUNTY.
4. CONTRACTOR SHALL COORDINATE ACCESS TO TAXIWAY "A" TSA AS DETAILED IN THE CONSTRUCTION SCHEDULE, AS SHOWN ON PAGES C-102 AND AS APPROVED BY THE COUNTY AND THE ENGINEER.
5. CONTRACTOR SHALL PERFORM SITE PREPARATION AND CRACK TREATMENTS AS DESCRIBED IN THE SPECIFICATIONS. FOR CRACKS LARGER THAN 1" SEE DETAIL A ON SHEET C-101.
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A LOW BARRICADE DETAIL
NO SCALE



B CONSTRUCTION DELINEATOR
NO SCALE

Mead & Hunt
Mead & Hunt, Inc.
133 Aviation Boulevard,
Suite 100
Santa Rosa, CA 95403
phone: 707-526-5010
meadhunt.com



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be held harmless from all claims, damages, penalties, losses, and expenses, including attorney's fees and costs, arising out of all such use or reuse of these documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**COUNTY OF RIVERSIDE
NORTHERN APRON PAVEMENT
REHABILITATION**
FRENCH VALLEY AIRPORT

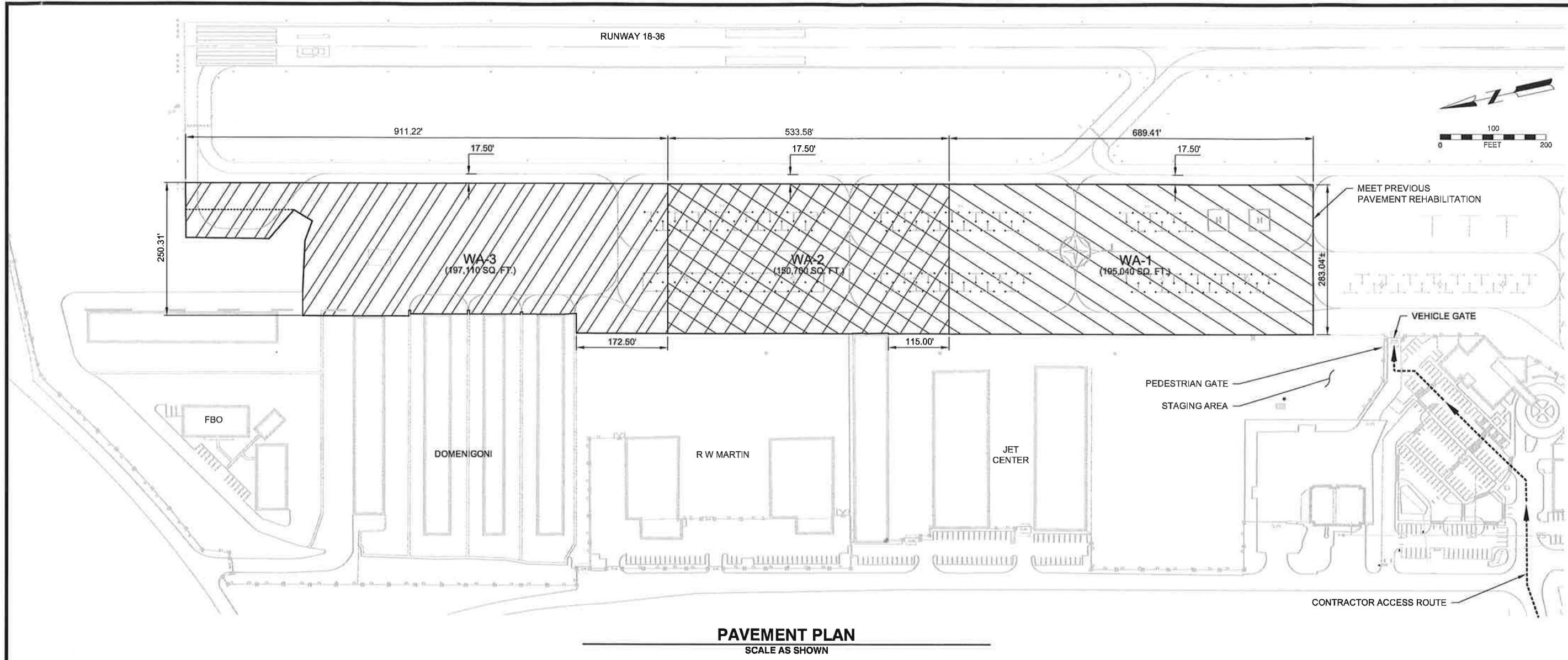
REVISION

90% SUBMITTAL

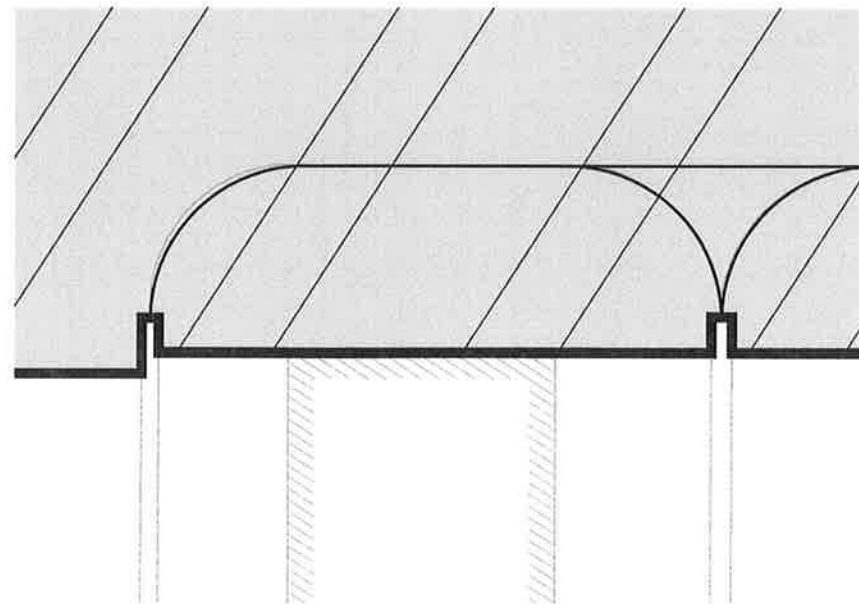
APP NO: 3-06-0338-25
M&H NO: 3171300-114247.01
DATE: JULY 2011
DESIGNED BY: JO
DRAWN BY: PM
CHECKED BY: LM

DO NOT SCALE DRAWINGS
SHEET CONTENTS
CONSTRUCTION
PHASING PLAN

R:\PROJECTS\2011\G-081\CONSTRUCTION\G-081.DWG



PAVEMENT PLAN
SCALE AS SHOWN



LEGEND

- WA-1 PHASE I ASPHALT PAVEMENT PRESERVATION SEAL
- WA-2 PHASE II ASPHALT PAVEMENT PRESERVATION SEAL
- WA-3 PHASE III ASPHALT PAVEMENT PRESERVATION SEAL



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and hold harmless from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**COUNTY OF RIVERSIDE
NORTHERN APRON PAVEMENT
REHABILITATION**

FRENCH VALLEY AIRPORT

REVISION

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SHEET CONTENTS
PAVEMENT PLAN

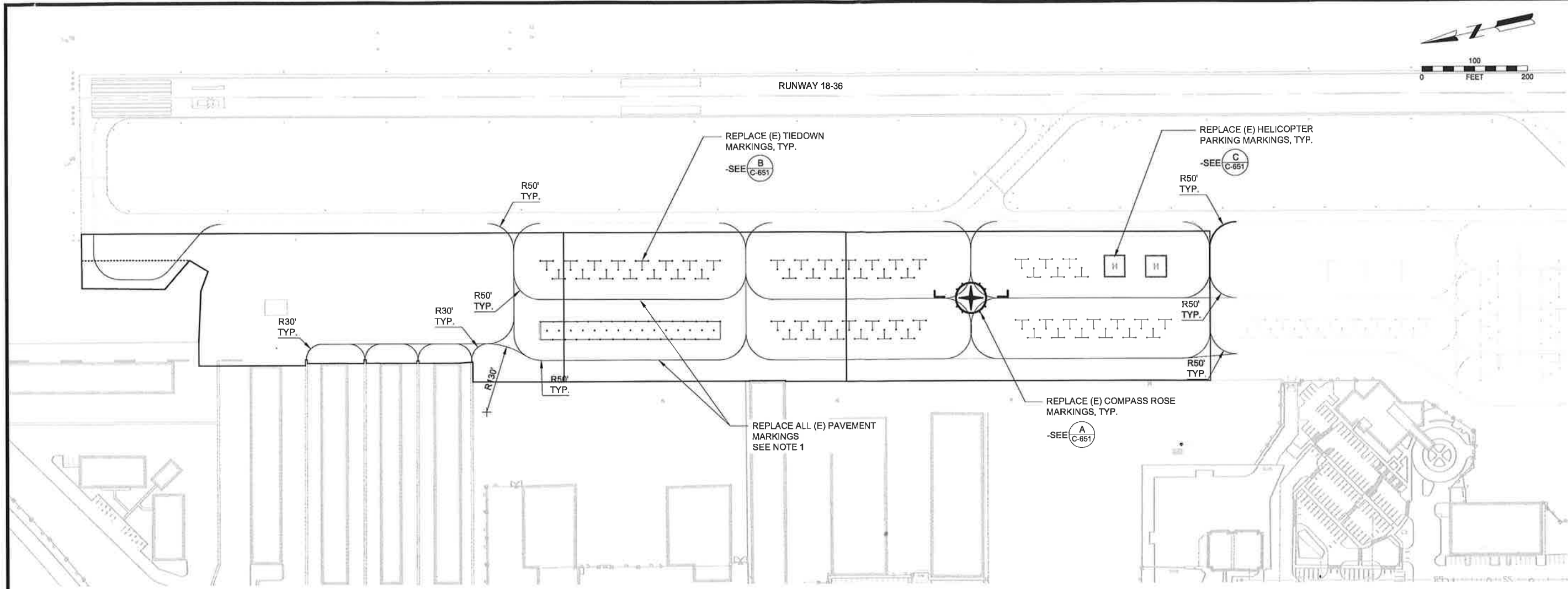
10/2011 11:30 AM 11/21/2011 11:30 AM 11/21/2011 11:30 AM 11/21/2011 11:30 AM



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**COUNTY OF RIVERSIDE
NORTHERN APRON PAVEMENT
REHABILITATION**

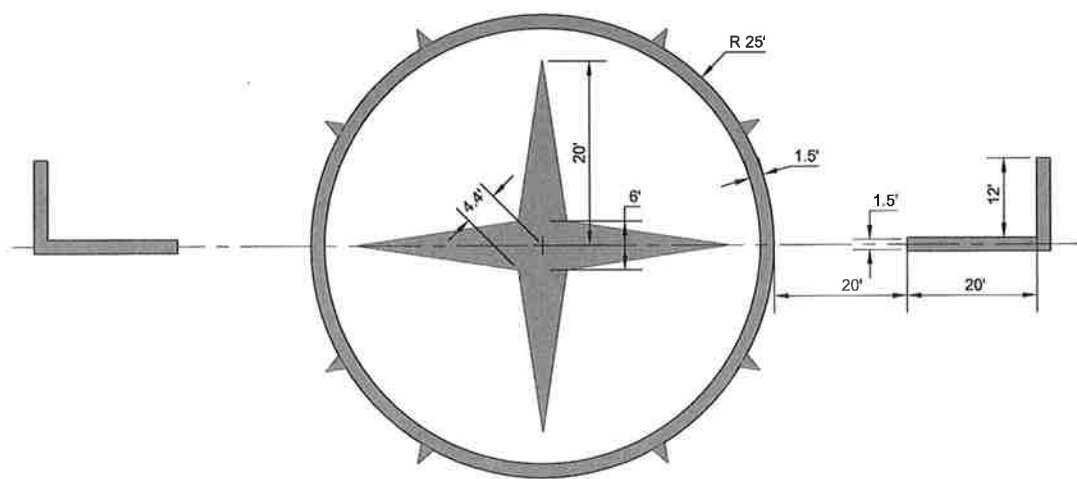
FRENCH VALLEY AIRPORT



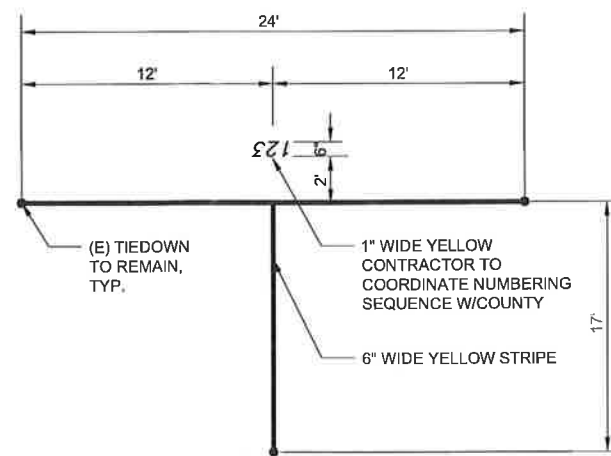
MARKING PLAN
SCALE AS SHOWN

NOTES:

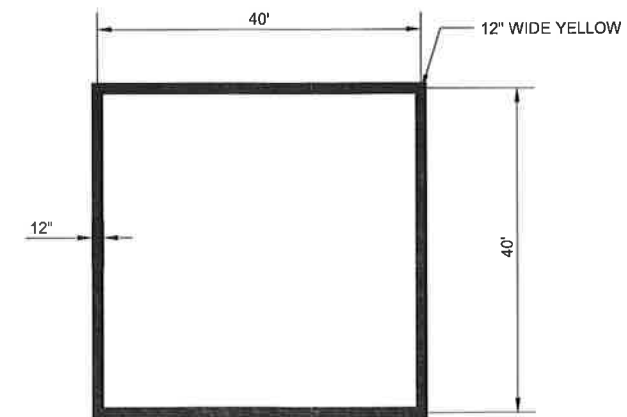
1. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS AFTER SEAL COAT IS APPLIED & CURED. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING MARKINGS WITHIN THE SEAL COAT AREA PRIOR TO MARKING REMOVAL. MARKINGS SHALL BE REAPPLIED IN THEIR ORIGINAL LOCATIONS, SIZES & COLORS UNLESS OTHERWISE APPROVED.



A COMPASS ROSE DETAIL
NO SCALE M619 06/99



B TIEDOWN MARKING
NO SCALE M102 07/99



C HELICOPTER PARKING MARKING
NO SCALE M401 08/99

REVISION

90% SUBMITTAL

APP NO: 3-06-0338-25
MAH NO: 3171300-114247.01
DATE: JULY 2011
DESIGNED BY: JO
DRAWN BY: PM
CHECKED BY: LM

DO NOT SCALE DRAWINGS
SHEET CONTENTS
MARKING PLAN

P:\195011\144251\144251.dwg P:\195011\144251\144251.dwg



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

August 3, 2011

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: FRENCH VALLEY AIRPORT - NORTH APRON
REHABILITATION PROJECT

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**
Friday, August 5 and 12, 2011.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: PE Legals <legals@pe.com>
Sent: Wednesday, August 03, 2011 8:03 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: French Valley Airport - North Apron

Received for publication on Aug. 5 & 12

Thank You!

enterprise media

Publisher of the Press-Enterprise

Maria G. Tinajero • Legal Advertising Department

1-800-880-0345 • Fax: 951-368-9018 • email: legals@pe.com

Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

Additional days required for larger ad sizes

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Tuesday, August 02, 2011 5:16 PM
To: PE Legals
Subject: FOR PUBLICATION: French Valley Airport - North Apron

Hello! Attached is a Notice Inviting Bids, for publication on Aug. 5 and Aug. 12, 2011. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

ADVERTISEMENT FOR BIDS

Sealed proposals for construction of French Valley Airport "Northern Apron Rehabilitation Project" will be received at the offices of the Clerk of the Board of Supervisors for the County of Riverside, 4080 Lemon Street, First Floor, Riverside, California 92501 until **2:00 p.m., Tuesday, September 6, 2011**, and then will be publicly opened and read. The work contemplated consists of the following:

French Valley Airport - AIP-3-06-0338-025 **Northern Apron Rehabilitation Project**

Each bid shall be in accordance with the Plans and Specifications and other Contract Documents now on file with the Riverside County Economic Development Agency – Aviation Division, 3403 10th Street, Suite 500, Riverside, California 92501. A copy of the Plans, Specifications, and Bid Documents may be secured from the office of MEAD & HUNT, Inc., 133 Aviation Boulevard, Suite 100, Santa Rosa, California 95403, telephone (707) 526-5010, fax (707) 526-9721, upon non-refundable payment of \$75.00.

Each bidder must supply all the information required by the Bid Documents and Specifications. All proposals sent by mail must be posted so as to be in the hands of the County of Riverside, by the hour and date set forth above for the bid opening.

All proposals shall be addressed to:

Clerk of the Board of Supervisors for the County of Riverside
4080 Lemon Street, First Floor, Riverside, California 92501

and marked: **French Valley Airport, AIP-3-06-0338-025, Northern Apron Rehabilitation Project**

The proposed Contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. All labor on the Project shall be paid no less than the higher of either the prevailing State wage rates established by the Director of the State of California, Department of Industrial Relations, or the prevailing Federal wage rates established by the U.S. Secretary of Labor.

The EEO requirements, labor provisions, and wage rates are included in the Specifications and Bid Documents and are available for inspection at the County of Riverside, Economic Development Agency – Aviation Division. Each bidder must complete, sign, and furnish with his bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Disadvantaged Business Enterprise Participation" as contained in the Bid Proposal.

To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the Specifications. A contractor having fifty (50) or more employees and his subcontractors having fifty (50) or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the Specifications.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of the County of Riverside to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this Contract will be conditioned upon satisfying the Good Faith Effort requirements specified in Division II, FAA Required Provisions, Section 4-5, of the Project Specifications. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE Contract goal of **twelve percent (12%)** has been established for this Contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in the performance of this Contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation meets the Contract goal; (5) written confirmation from the DBE that it is participating in the Contract as provided in the commitment made under (4); and (5) if the Contract goal is not met, evidence of good faith efforts. The bidder/offeror shall submit the information prior to a

commitment by the County of Riverside to award the Contract to the apparent successful competitor, as a condition of responsibility, within ten (10) days of County of Riverside's request.

DBE participation in this Contract may be in the form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g). (See Proposal Forms and Sample Letter of Intent included in Division I of the Specifications.)

All solicitations, contracts, and subcontracts resulting from projects funded under this Contract are subject to the Foreign Trade Restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

Each proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount not less than ten percent (10%) of the amount bid. The successful bidder shall submit at the time of execution of the Contract, a Performance Bond along with a Payment Bond (Labor and Material), each for one hundred percent (100%) of the Contract price, and required proof of insurance. Surety company shall be licensed in the State of California and have a Best's rating of "A" or better with a financial size of V or better.

The County of Riverside shall have the right to reject any bids presented in accordance with Section 20150.9 of the California Public Contracts Code.

Engineer's Estimate:		\$440,363.00
French Valley Airport Northern Apron		
Bid Bond:		10%
Performance Bond:		100%
Payment Bond:		100%
Working Days:	Mobilization	10 working days
	Construction	30 working days

For other inquiries, please call Michelle Moore from the Economic Development Agency, at 951-955-9722.

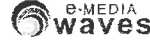
Dated: August 3, 2011

KECIA HARPER-IHEM
Clerk of the Board
By: Cecilia Gil, Board Assistant

FOR BILLING INQUIRIES:
CALL (951) 368-9710
EMAIL billinginquiry@pe.com



THE PRESS-ENTERPRISE pe.com



10	11	12	13	14	15	16	17	18	19	20
DATE	REFERENCE NUMBER	DESCRIPTION - OTHER COMMENTS/CHARGES	PRODUCT/ZONE	SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT	
08/05/2011	100586789-08052011	ADVERTISEMENT FOR BIDS Sealed pr	Press-Enterprise	2 x 182 LI	364	1	1.30	473.20	473.20	
08/12/2011	100586789-08052011	ADVERTISEMENT FOR BIDS Sealed pr	Press-Enterprise	2 x 182 LI	364	1	1.20	436.80	436.80	

Order Placed by: Cecilia Gil

RECEIVED RIVERSIDE COUNTY
 CLERK / BOARD OF SUPERVISORS
 2011 AUG 29 PM 2:36

EDA
3.30 of 07/26/11

Legal Advertising Invoice

BALANCE
\$910.00

SALES CONTACT INFORMATION		ADVERTISER INFORMATION			
1	25	6	7	2	ADVERTISER/CLIENT NAME
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER			
Maria Tinajero 951-368-9225	08/12/2011 - 08/12/2011	100141323	100141323	BOARD OF SUPERVISORS	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

ADVERTISER/CLIENT NAME			
BOARD OF SUPERVISORS			
1	6	7	ADVERTISER/CLIENT NUMBER
BILLING PERIOD	BILLED ACCOUNT NUMBER		
08/12/2011 - 08/12/2011	100141323	100141323	
23	24	3	TERMS OF PAYMENT
BALANCE	INVOICE NUMBER		
\$910.00	100586789-08052011	DUE UPON RECEIPT	



Legal Advertising Invoice

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS

BOARD OF SUPERVISORS
P.O. BOX 1147
COUNTY OF RIVERSIDE
RIVERSIDE, CA 92502

Enterprise Media
POST OFFICE BOX 12009
RIVERSIDE, CA 92502-2209

THE PRESS-ENTERPRISE

Ad Copy:

3450 Fourteenth Street
Riverside, CA 92501-3878
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): Press-Enterprise

PROOF OF PUBLICATION OF

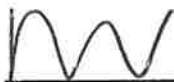
Ad Desc.: /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, and under date of August 25, 1995, Case Number 267864; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following

08/05, 08/12/2011

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: August 12, 2011



BOARD OF SUPERVISORS
P.O. BOX 1147
COUNTY OF RIVERSIDE
RIVERSIDE, CA 92502

Ad Number: 0000586789-01

P.O. Number:

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Dated: August 3, 2011

KECIA HARPER-IHEM
Clerk of the Board
By: Cecilia Gil, Board Assistant

CORRECTED 09/07/11

Bid Summary

BACK
C.O.B.

TO: Pamela J. Walls
County Counsel

PROJECT: French Valley North Apron Rehab
Project

FROM: Jane Jennings 955-8092
Board Assistant, COB

BID DATE: 9/06/11

Project Mgr: Chad Davies - EDA
(951) 955-9417

BID TIME: 2:00 p.m.

ITEM/DATE: #3.30 of 07/26/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Southwest Construction Co. Inc.
2909 Rainbow Valley Blvd.
Fallbrook, CA
760-728-4460

Base Bid: \$ 178,653.10

All American Asphalt
P.O. Box 2229
Corona, CA 92878
(951) 736-7600

Total Bid: \$ 302,153.00

~~Southwest approved.~~

FOR APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

2011 SEP 15 6:45:12
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COUNTY COUNSEL
TO NRK

Kipnis, Neal

From: Kipnis, Neal
Sent: Monday, September 12, 2011 10:10 AM
To: Davies, Chad
Subject: french valley north apron rehab project

Hello Sir: The Southwest Construction bid seems fine to me. (Though I do note they do not have references attached like All American does.) Assuming the bid is approved by your consultant, then fine with me.

- Neal 56326

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