

# **TULSA AIRPORTS IMPROVEMENT TRUST**



## **Project Manual**

**Issued for Bid  
October 3, 2023**

**TAIT PROJECT NO. 70703**

**TIA – Entry Signage**

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**NOTICE TO BIDDERS  
(Solicitation for Bids)**

Notice is hereby given that the Tulsa Airports Improvement Trust ("TAIT") will **receive sealed bids until 11:30am (Local Time) on Tuesday, October 24, 2023**, at the office of the TAIT, Room A211, Airline Terminal Building, 7777 Airport Drive, Tulsa, Oklahoma for:

**TUL Entry Signage**

at Tulsa, Oklahoma; and at 11:30am (Local Time), the proposals will be publicly opened and read aloud in the Conference Room.

The TAIT seeks an experienced qualified firm(s) to provide all material, labor, supervision, tools, equipment and incidentals necessary for the **construction of the entry signage feature**.

A **Pre-Bid Conference** will be held at the offices of the Tulsa Airports Improvement Trust, Room A217, Airline Terminal Building, 7777 Airport Drive, Tulsa, Oklahoma, on **Tuesday, October 10, 2023, at 11:30am (Local Time)**. Attendance IS mandatory.

A copy of the general conditions, plans and specifications and other bidding documents will be available **October 5, 2023**, and can be viewed in the following offices:

Airports Engineer  
Airline Terminal Rm A217  
Tulsa International Airport  
Tulsa, Oklahoma 74115  
Telephone: (918) 838-5000

Electronic copies of the plans and specifications may be obtained at no cost by e-mail request to [Leeshaw@tulsaairports.com](mailto:Leeshaw@tulsaairports.com).

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

All bids must be accompanied by a certified or cashier's check, Bidder's Bond, or irrevocable letter of credit in the amount of not less than five percent (5%) of the bid, made payable to TAIT; and in the event TAIT shall award the contract to the bidder and the bidder shall fail, within fifteen (15) days from the making of such award, to enter into the contract and furnish the bonds and insurance as required, the amount of the certified check shall be retained by TAIT as liquidated damages; or, if a bid bond or letter of credit is submitted, the amount thereof shall then be immediately due and payable.

The bidder to whom a contract is awarded will be required to furnish public liability and workmen's compensation insurance; performance, statutory and maintenance bonds acceptable to TAIT, in conformity with the requirements of the proposed contract documents. The performance, statutory and maintenance bonds shall be for one hundred percent (100%) of the contract price.

TAIT reserves the right to reject any or all bids and to waive any minor technicalities in bidding. No bid may be withdrawn for a period of sixty (60) days after the opening thereof.

Dated at Tulsa, Oklahoma this 1<sup>st</sup> day of October 2023  
Tulsa Airports Improvement Trust

## **INSTRUCTIONS TO BIDDERS**

### **Owner and Owner's Representative**

The term "Owner" as used herein refers to the Tulsa Airports Improvement Trust, a public trust of the State of Oklahoma, the beneficiary of which is the City of Tulsa ("TAIT") The Owner's authorized representative is referred to herein as "Engineer."

### **Bidder Representations**

By submittal of a Proposal, the "Bidder" represents the following:

- The Bidder has read and thoroughly examined the Project Manual.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of Project work.
- The Bidder has fully informed itself of the Project site, the Project site conditions and the surrounding area.
- The Bidder has familiarized itself with the requirements of working on an operating airport and understands the site conditions that may, in any manner, affect cost, progress or performance of the work.
- The Bidder has correlated its observations with that of the Project Manual.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the Project Manual that would affect cost, progress or performance of the work, except as previously submitted in writing to the Owner.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the Project work.
- The Bidder has complied with all requirements of these instructions and the Project Manual.

### **Project Manual**

The Project Manual is comprised of the following: Notice-to-Bidders, Instructions-to-Bidders, General Provisions, Supplemental Provisions, Special Provisions, Technical Specifications, Project Drawings, Proposal Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein. The Project Manual may be issued by Engineer in bound or electronic form. All documents comprising the Project Manual are complementary to one another and together establish the complete terms, conditions and obligations of the successful Bidder.

**No part of the Project Manual that is bound or contained in electronic form may be removed, detached, deleted or edited.**

### **Issuance of Project Manual**

Prospective Bidders may obtain a copy of the Project Manual, including Project drawings, from the designated office identified within the Notice-to-Bidders. The Owner reserves the right to refuse to issue Project Manual to a prospective Bidder for any of the following reasons:

- Bidder's failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited or otherwise included, in the Project Manual as a requirement for bidding;
- Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts between Bidder and Owner at the time the Owner issues the Project Manual;
- Bidder's default under previous contract(s) with the Owner;
- Unsatisfactory work performed by Bidder on previous contracts with the Owner.

### **Modifications to Project Manual**

Modifications to the Project Manual may only be made by written addendum issued by the Engineer. Verbal explanations, interpretations or comments made by the Owner, Owner's representative, or Engineer shall not be binding on the Owner. Addenda will be transmitted to all known official plan holders. Each Bidder shall certify and acknowledge receipt of all issued addenda at the time of Proposal submittal.

### **Errors and Discrepancies in Project Manual**

If a Bidder finds an error, discrepancy, ambiguity or omission in the Project Manual prior to submittal of a Proposal, the Bidder shall provide written notice of the error, discrepancy, ambiguity, or omission to the Owner or Engineer. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the Project Manual shall only be made by written addendum as prescribed herein. By submittal of a Proposal, Bidder represents that it has thoroughly reviewed the Project Manual and has not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the Project work.

### **Clarifications and Interpretations**

A request for clarification or interpretation of the Project Manual must be made in writing to the Engineer at least seven (7) calendar days prior to the Proposal opening date.

### **Email as Written Notice**

Email correspondence submitted by Bidder to the Engineer shall be considered written notice upon receipt by Engineer and email or fax acknowledgment thereof to Bidder by Engineer or Owner's Representative.

### **Examination of Project Manual and Site Conditions**

As stated in the "Bidder Representations" and reaffirmed herein, Bidder is expected to carefully examine the site of the proposed work, the Project Manual including drawings and specifications. Bidder shall satisfy itself as to the character, quality, and quantities of work to be performed, materials to be furnished, and the terms, conditions and form of the proposed Contract Agreement. The submission of a Proposal shall be *prima facie* evidence that the Bidder has reviewed the Project Manual, examined the conditions to be encountered in performing the work, is willing to accept all terms and conditions of the proposed Contract Agreement, and will execute the Contract Agreement in the form contained in the Project Manual.

Boring logs and other records of subsurface investigations and tests, as appropriate, may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the Project Manual or otherwise made available to the Bidder, was obtained and is intended for the Engineer's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that Bidder is solely responsible for all assumptions, deductions, or conclusions which it may make from its examination of the boring logs and other records of subsurface investigations and tests furnished by Owner.

### **Form of Proposal**

Bidder shall complete and submit its Proposal in accordance with the instructions contained within the Project Manual.

### **Proposal Signature**

The Proposal shall be signed and dated by an authorized representative of Bidder. All signatures shall be in ink. The Bidder's representative must have legal authority to obligate and bind Bidder to the terms and conditions of a contract. The Proposal must contain the name of the Bidder's representative, the legal name of Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- Proposals submitted by a corporation, must be signed by an officer of the corporation and include the state of incorporation. If a Proposal is submitted by an agent, a power of attorney or corporate resolution authorizing the agent to sign on behalf of the corporation shall be attached to the Proposal.
- Proposals submitted by a partnership must be signed by a General Partner.
- Proposals submitted by a joint venture must include names of each firm engaged in the joint venture and the authorized representatives of each firm and of the joint venture.

### **Submission of Bid Proposal**

Proposals shall be sent to arrive at the specified time and date for receipt of Proposals. Proposals received after the specified time will not be considered and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each Proposal shall be addressed to the office location identified in the Notice-to-Bidders. The upper left hand corner of the envelope shall be marked as follows:

**Sealed Bid Proposal**

Bid of {Insert Name of Bidder}

For construction improvements at {Identify Project Location}

AIP Project No.: {Insert Project Number}

To be opened at: {Insert Time and Date for Receipt of bids}

For a modification to a previously submitted proposal, insert “Modification to Proposal” in place of “Sealed Bid Proposal”

**Modification or Withdrawal of Proposal**

Bidder may modify or withdraw its Proposal by submitting a signed request to withdraw Proposal to Owner at any point up to the specified time and date stipulated for receipt of Proposals. Any request to modify a Proposal shall be:

- Made on the Proposal form contained in the Project Manual;
- Signed by the Bidder or authorized representative;
- Placed in a sealed envelope which is legibly marked in the upper left hand corner: “Modification to Proposal.”

Any correspondence or submittal received from a Bidder following the time set for opening Proposals will be returned unopened.

**Opening**

All Proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or Owner’s representative. Bidders, their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt will be automatically rejected without consideration and will be returned unopened.

**Irregular Proposals and Disqualification of Proposals**

For additional information, see General Provisions Sections 20 and 30. Owner reserves the right to reject any or all Proposals as it may determine to be in the best interest of Owner. Causes for rejection of Proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the “Excluded Parties Listing System” as maintained and published by the General Services Administration;
- Evidence of collusion among bidders.

**Notice of Award of Contract**

It is Owner’s intent, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive Proposal. The successful Bidder will be informed that its Proposal has been accepted through the Owner’s issuance of a Notice of Award. The Notice of Award shall not be

construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

**Cancellation of Award**

Owner reserves the right to cancel the contract award, for any reason without liability to the Bidder, at any time prior to execution of the contract. In case of cancellation, Owner shall return Bidder's Proposal Guaranty.

**Return of Proposal Guaranty**

The Proposal Guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the Proposal Guaranty. The Proposal Guaranty of the second and third lowest responsible Bidders will be retained for a period of thirty (30) days pending the execution of the contract documents by the successful Bidder. Except as noted above, the Proposal Guaranty of unsuccessful Bidders will be returned.

**Performance, Statutory (Payment) and Maintenance Bonds**

The successful Bidder shall furnish separate performance, statutory (payment) and maintenance bonds, each in the amount of 100% of the contract price. The bonds shall be made payable to Owner as security for faithful performance of the contract, for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the Project work, and to assure appropriate maintenance and warranty of the Project for the specified term. Bonds shall be in the forms provided in the Project Manual and shall be issued by a solvent Surety which is certified to issue bonds in Oklahoma and listed in the current issue of U.S. Treasury Circular 570.

**Certificates of Insurance**

The successful Bidder shall furnish to the Owner all certificates of insurance required in the Project Manual prior to execution of the Contract.

**Execution of Contract Agreement**

Upon satisfactory execution of the contract agreement by the successful Bidder and Owner, all references to "Bidder" in the Project Manual shall be equivalent to a reference to "Contractor."

## SUPPLEMENTARY PROVISIONS

These Supplementary Provisions amend and/or supplement the General Provisions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

### FEDERAL PROVISIONS

#### **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982:** (Section 520 - General Civil Rights Provisions)

The Contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. In the case of Contractors, this provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **CIVIL RIGHTS – TITLE VI ASSURANCE Compliance with Nondiscrimination Requirements**

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.



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

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

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **STATE PROVISIONS**

### **NONRESIDENT CONTRACTORS**

The bidder's attention is called to Title 68, Sections 1701 et seq. of the Oklahoma Statutes. This Act requires nonresident contractors and subcontractors to give written notice, by certified mail with return receipt requested, to the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court, and the County Assessors of each County in which such contract work or series are to be performed, before actually commencing work. This act also requires the contractor to file with the Oklahoma Tax Commission a surety bond with a surety authorized to do business in Oklahoma in the penal sum of not less than ten percent of the amount of the contract price, payable to the State of Oklahoma, conditioned upon compliance with the tax laws of Oklahoma, both state and local, the Oklahoma Employment Security Act, and the Oklahoma Workmen's Compensation Law.

### **AWARDING OF CONTRACT**

TAIT reserves the right to withhold the awarding of the contract for at least 30 days from the date of opening of bids, and as permitted by applicable law or regulations, up to 90 days pursuant to Title 61, Section 111 of the Oklahoma Statutes. The awarding of a contract upon a successful bid shall give the bidder no right of action or claim against TAIT, the Authority, or the City, upon such award of contract until the same shall have been reduced to writing and duly signed by the contracting parties. The award of a contract will not be complete until the contract is duly executed and the necessary bonds and insurance certificates approved.

## **LOCAL PROVISIONS**

### **CITY OF TULSA EXCISE TAX**

Bidder's attention is directed to Title 45, Chapter 1 of Tulsa Revised Ordinances levying and assessing a use tax of three percent (3%) of the purchase price for the storage, use or other consumption of tangible personal property purchased or brought into the City of Tulsa, Oklahoma. An exemption is provided for the use of any article of tangible personal property on which a tax equal to or in excess of that levied by both the Oklahoma use tax code and the City of Tulsa use tax code has been paid whether the tax was levied by Oklahoma or any other state or U.S. municipality if the other state or municipality grants like credit for taxes paid in Oklahoma and the City of Tulsa; provided, however, if the tax levied by Oklahoma or any other state or municipality for sale or use is an amount less than the tax imposed by both the Oklahoma use tax code and the City of Tulsa use tax code, the City of Tulsa use tax code shall apply to it by a rate measured by the difference between the rate provided by both the Oklahoma use tax code and the City of Tulsa use tax code, and the rate by which the previous tax upon the sale or use was computed.

**BIDDER'S CHECKLIST**  
Tulsa International Airport

**TIA – Entry Signage**

The following items will be completed in full and returned to the Tulsa Airports Improvement Trust on the bid date as specified within.

Returned to TAIT

- |   |                          |
|---|--------------------------|
| 1. BIDDER'S CHECKLIST   | <input type="checkbox"/> |
| 2. INSURANCE COVERAGE & COPY OF CERTIFICATE OF INSURANCE<br>*This project is considered a Airport Apron Project. Refer to SP 70-21. | <input type="checkbox"/> |
| 3. BID FORM ( <b>B1-B2</b> )  | <input type="checkbox"/> |
| 4. BID AFFIDAVITS (BA1-BA2)   | <input type="checkbox"/> |
| 5. BID BOND (BB1-BB2) (OR LISTED SUBSTITUTE)  | <input type="checkbox"/> |

Company: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

BID FORM  
TULSA INTERNATIONAL AIRPORT  
TIA – Entry Signage  
TAIT Project NO. 70703

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

TO: TULSA AIRPORTS IMPROVEMENT TRUST C/O TULSA  
AIRPORT AUTHORITY  
CITY OF TULSA, TULSA, OKLAHOMA

The undersigned bidder, having examined the proposed contract documents, the plans and specifications, and the conditions, character and location of the proposed work, and being fully cognizant of the difficulties to be encountered, and having checked the Schedule of Quantities and the Plans, Specifications, and Contract Documents for:

**TIA – Entry Signage**

("Project") prepared for the Tulsa Airports Improvement Trust ("TAIT") hereby proposes to furnish all materials, labor and equipment, and to perform all necessary work in accordance with said Plans, Specifications and Contract documents, for the amount of:

Base Bid

Lump sum Cost for all Base Bid work indicated in the construction drawings and specifications

BASE BID \_\_\_\_\_

Construction time Calendar days: \_\_\_\_\_

These amounts are the totals of items scheduled herein which are based upon the Engineer's estimate of quantities and it is understood that these amounts shall be used for comparison of bids and that except as stated otherwise in the Contract Documents, actual payment shall be made in accordance with final quantities.

Evaluation of the bids will include the cost of all work to be awarded. Consideration may also be given to, but not limited to, the following items: review of similar work that the bidder has previously accomplished, and consideration of any supplemental information supplied by the bidder as part of their bid or that is requested by TAA after opening the bid.

The undersigned bidder agrees to complete all of the replacement and equipment upgrades with delivery to TAIT included in the contract within \_\_\_\_\_ calendar days after the Notice to Proceed is issued and agrees that an amount of \$1,000.00 shall be deducted from the final payment due the Contractor for each calendar day that the completion is delayed beyond the expiration of that time or such additional time as may result from duly authorized extensions of time in accordance with the Contract Documents.

It is hereby agreed that all payment due the Contractor for full performance of the above Project as called for under the Contract Documents, Plans and Specifications is included in the following unit prices contained in attached Table.

The bidder shall complete the following statements by checking the appropriate boxes.

The bidder has  has not  participated in a previous contract subject to the equal opportunity clause prescribed in Executive Order 10925 or Executive Order 11114 or Executive Order 11246.

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

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

Standard Form 100 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

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

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

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 of 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 TAIT, 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 TAIT 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 TAIT, cancellations of the contract or subcontract for default at no cost to the Government.

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

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

Accompanying this bid is a Certified Check or Cashier's Check or Bidder's Bond or an Irrevocable Letter of Credit (in a form approved by TAIT's Counsel) in the amount of \$\_\_\_\_\_, payable to Tulsa Airports Improvement Trust (TAIT), which it is agreed shall be retained as liquidated damages by TAIT if the undersigned fails to execute the contract and furnish bonds and insurance certificates as specified, within 15 days after notification of the award of contract to the undersigned.

In submitting this bid, it is understood that the right is reserved by TAIT to reject any or all bids, and the right to waive any irregularities. This bid may be accepted anytime within the time period(s) set forth in the Instruction to Bidders but no longer than ninety days after the bid date.

Receipt is acknowledged of Addenda Numbers: \_\_\_\_\_

If a Corporation, what is the State of Incorporation

Oklahoma

If a Partnership, state full names of all Partners

\_\_\_\_\_

and the date of formation of Partnership: \_\_\_\_\_

If a Limited Partnership or Limited Liability Company, indicate state of formation and fill in name(s) of General Partners(s)

Oklahoma

\_\_\_\_\_

and date of formation \_\_\_\_\_

OFFICIAL ADDRESS:

FIRM NAME:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_

Corporate Seal:

Title:

\_\_\_\_\_

(Must be Submitted at Time of Bid)

**BID AFFIDAVITS**

The following affidavits are to accompany the bid:

A. NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA            )  
  )        SS  
COUNTY OF Tulsa    )

Hutton Lowry, of lawful age, being first duly sworn, on oath says that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion or communication among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official or employee of the Tulsa Airports Improvement Trust ("TAIT"), the Tulsa Airport Authority, ("Authority") or the City of Tulsa, Oklahoma, ("City") as to quantity, quality, or price in the prospective contract, or any other terms or provisions of said prospective contract; or in any discussions between bidders and any TAIT, Authority or City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Hutton Lowry  
Signature

Title President

Subscribed and sworn to before me this 24 day of October, 2023.

Jessica E Patrick  
Notary Public

My Commission Expires: 09/24/2025





B. BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA            )  
  )        SS  
COUNTY OF Tulsa            )

Hutton Lowry, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(If none of the business relationships hereinabove mentioned exist, affiant should so state).

Signature *Hutton Lowry*  
Title    President

Subscribed and sworn to before me this 24 day of October, 2023

*Jessica E Patrick*  
Notary Public

My commission expires:

09/24/2025



(Must be Submitted at Time of Bid)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized to do surety business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust, Tulsa, Oklahoma, as Obligee in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America for the payment of which sum, well and truly to be made, said Principal and Surety bind themselves, their heirs, personal representative, successors and assigns, jointly and severally by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE OBLIGEE**, the Tulsa Airports Improvement Trust, shall make any award to the Principal of a contract for

TIA – Entry Signage

according to the terms of the proposal for bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bonds, or other security assurances, for the faithful performance thereof and payment of all costs in connection therewith, with surety or sureties approved by the Obligee; or if the Principal shall in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, but not exceeding the penalty of this Bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Bid Bond this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:  
  
\_\_\_\_\_  
Secretary

Principal  
  
By: \_\_\_\_\_  
President  
  
Address:  
  
City:  
  
State:  
  
Telephone:

Surety:

By: \_\_\_\_\_  
Attorney-in-fact

Type Name:

Address:

City:

State:

Telephone:

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

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**Construction Contract - SAMPLE  
F99-099**

**Tulsa International Airport**

**By and Between**

**Tulsa Airports Improvement Trust**  
a public trust organized under the laws of the State of Oklahoma

**“Owner”**

**and**

**XYZ, Construction Company, LLC**  
a Blackacre limited liability company

**“Contractor”**

---

Project: Sample Construction Project Phase One
--

## Summary of Provisions

<b>TAIT Contract Number: F99-099</b>		
1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A211 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsairports.com Or: P.O. Box 581838 Tulsa, OK 71458-1838
2.	Contractor Address	XYZ, Construction Company, LLC Attn: Mike Edificio, Project Manager Suite 999 1234 Cessna BLVD. Blackacre OK 99999-1234 Medificio@XYZLLC.com 918-585-8661
3.	Term of Contract a. Effective Date b. Termination Date c. Term Renewal Options	Three Hundred Sixty Four (364) days upon notice to proceed None None
4.	Project	Sample Construction Project Phase One Tulsa International Airport; (See Also Contract Bid Documents)
5.	Liquidated Damages	\$1,000.00 per day Sample Construction Project Phase One
6.	Contract Amount	\$500,000,000.00
7.	G/L Account Number(s) (internal)	

## Construction Contract

THIS CONTRACT AND AGREEMENT, made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the Tulsa Airports Improvement Trust, Tulsa, Oklahoma, a public trust, party of the first part, hereinafter termed "Owner" as approved by the Tulsa Airport Authority, City of Tulsa, beneficiary of said trust and XYZ, Construction Company, LLC, a Blackacre limited liability company, party of the second part, hereinafter termed "Contractor".

### WITNESSETH:

WHEREAS, Owner has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials at Tulsa International Airport for the following project:

### SAMPLE CONSTRUCTION PROJECT PHASE ONE

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this contract to said Contractor, for the lump sum named in the proposal, to-wit: Five Hundred Million and 00/100 (\$500,000,000.00) Dollars.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents: Notice to Bidders, Instructions to Bidders, Bid Proposal, Affidavits, Bid Bond, Performance Bond, Payment Bond, Defect Bond, General Provisions, Special Provisions, Construction Specifications, and the Drawings (also called Plans); all of said documents collectively hereinafter referred to as "Contract;" all of which documents are on file in the office of Tulsa Airports Improvement Trust,

Airline Terminal Building - 7777 Airport Drive, Suite A211, Tulsa, Oklahoma, and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions:

(a) Contractor agrees to comply with all applicable State and Federal laws relating to wage and hour.

(b) Contractor agrees that in the performance of this contract it will not, on the grounds of race, color, creed, sex, national origin, or disability, discriminate or permit discrimination against any person or group of persons in any manner, and that it will comply with, and conduct its operations in accordance with all Federal regulations applicable to airports prohibiting any such discrimination, and therefore Contractor specifically agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, or disability. 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, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

(3) 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 labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as revised by Executive Order 11375 of October 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as revised by Executive Order 11375 of October 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the non-discrimination 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 revised by Executive Order 11375 of October 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as revised by Executive Order 11375 of October 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as revised by Executive Order 11375 of October 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency (Secretary of Labor) may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency (Secretary of Labor - FAA), the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(c) Assignment. This contract shall be binding upon the Contractor and its sureties and successors. Except in case of default with performance by the Surety, this Contract shall not be assigned without the Owner's written consent first had and obtained.

(d) Completion Time. The Contractor shall complete the work in accordance with the terms of the Contract Documents within a period of time not to exceed Three



Hundred Sixty Four (364) days following the issuance of a notice to proceed authorizing the Contractor to commence work on the project.

Late Completion. The parties hereto agree that time is of the essence, and that in the event the Contractor, through no fault of the Owner, fails to complete the work within the period of time specified, the Owner may withhold from money due the Contractor under this agreement the sum of \$1,000.00 per calendar day in excess of the calendar day period specified in the Contract Documents for the Contractor to complete the work. It is agreed that any such sums to which the Owner may become entitled shall not be considered in the nature of a penalty, but as liquidated damages. Provided, however, that upon written request of the Contractor setting out circumstances beyond the control of the Contractor which, of necessity, will delay the completion of the work, the Owner may, at its discretion, extend the specified period for completion of the work, and in that event, no liability for liquidated damages shall accrue until after the expiration of the specified period as extended. No request for extension of time will be considered unless presented in writing within ten days from date of circumstances claimed to have caused the delay.

(e) Indemnity. The Contractor shall at all times save and hold the Owner and the Tulsa Airport Authority, City of Tulsa, harmless from and against all claims, damages, loss or expense (including attorney's fees), settlement of judgments arising out of this contract or any operations hereof by the Contractor.

(f) ADA Compliance. Contractor shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Any costs of such compliance shall be the responsibility of Contractor.

2. The Owner shall make payments to the Contractor in the following manner: On or about the first day of each month, the Engineer for the Owner, or other appropriate person, will make accurate estimates of the value and percentage of total contract work done and materials incorporated in the work thereof during the preceding calendar month. Monthly payments shall be based on such estimates less amounts retained in accordance with the General Provisions of the Contract. The Contractor shall furnish to the Engineer for the Owner, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by 61 O.S. §123.

3. On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the Engineer for the Owner, or other appropriate person, to determine that

said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Owner.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid after Owner has deducted any amounts to be retained by Owner under provisions of this Contract; and in event of any stop notice filed as provided by law, Owner shall withhold from the final payment a sufficient amount for the payment of such claim under the stop notice if action is instituted thereon within 20 days.

4. The statement attached hereto as Exhibit "A" must be signed and notarized before this Contract will become effective.

5. Contractor shall submit and deliver to Owner with this Agreement all bonds and certificates of insurance which are required by the Bid Documents or by law. If the Owner shall find that said bonds or certificates of insurance fail to comply with the requirements of the Bid Documents, Contractor shall obtain any additional endorsement or changes in coverage, and any other instrument necessary to comply therewith.

6. **Notices.** All Notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below ("Notice"):

(a) **Form of Notice.** All Notices and other communications regarding any terms or conditions under this Agreement shall be in writing.

(b) **Method of Notice.** All Notices shall be given:

- i. by delivery in person; or
- ii. by a nationally recognized next day courier service; or
- iii. by first class, registered or certified mail, postage prepaid; or
- iv. by facsimile; or,
- v. by electronic mail,

to the address of the party specified below:

If to TAIT or the Authority:  
Tulsa Airports Improvement Trust  
Attention: Airports CEO  
7777 Airport Drive, Suite A211  
Tulsa, Oklahoma 74115  
notice@tulsaairports.com  
Fax: 918-838-5199

And if to Contractor:  
XYZ, Construction Company, LLC  
Attention: Mike Edificio  
Suite 999  
1234 Cessna BLVD.  
Blackacre, OK 99999-1234  
Email: Medificio@XYZLLC.com

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

(c) **Receipt of Notice.** All Notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next business day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next business day if transmitted by national overnight courier with confirmation of delivery.

TAIT, the Authority, and Contractor, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

7. This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties. No exchange or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties, and Contractor shall not be entitled to any claim for extras of any kind or nature.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate originals, the day and year first above written.

TULSA AIRPORTS IMPROVEMENT TRUST

By:

\_\_\_\_\_  
Alexis Higgins, AAE  
Airports CEO

\_\_\_\_\_  
Chair

WITNESS/CORPORATE SECRETARY

XYZ, CONSTRUCTION COMPANY, LLC

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

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

Docid#0001718  
Rev. 1/30/2018

SAMPLE

**Exhibit "A"**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY \_\_\_\_\_ )  
OF

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Contractor to submit the above contract to the Tulsa Airports Improvement Trust.

Affiant further states that the Contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Tulsa Airports Improvement Trust (Owner) or Tulsa Airport Authority or City of Tulsa any money or other thing of value, either directly or indirectly, in the procuring of the contract.

\_\_\_\_\_  
Signature

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

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

Commission No: \_\_\_\_\_

Expiration: \_\_\_\_\_

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY \_\_\_\_\_ )  
OF

The undersigned person, of lawful age, being first duly sworn on oath, says that the invoices to be submitted pursuant to this agreement with the Tulsa Airports Improvement Trust will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.

XYZ, CONSTRUCTION COMPANY, LLC

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

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

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

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

Commission No. \_\_\_\_\_

Expiration: \_\_\_\_\_

**THIS SIGNED AND NOTARIZED AFFIDAVIT MUST BE  
RETURNED WITH THE AGREEMENT**

## PERFORMANCE BOND

Date: , 20

Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That as Principal, and , a corporation, organized under the laws of the State of and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust in the penal sum of Dollars (\$) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, personal representatives, trustees, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written contract with the Tulsa Airports Improvement Trust, dated , 20 for the (the "Contract"), all in compliance with the Contract, Contract Documents, and the plans and specifications therefor, made a part of said Contract and on file in the office of the TULSA AIRPORTS IMPROVEMENT TRUST.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract, the contract documents, and said plans and specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, supplies, materials, and/or repairs and all bills for and labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives from all loss, damages, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its, subcontractors or its or their agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness, or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, employees, or subcontractors or their servants, agents or employees and if said Principal shall protect and save Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, of the plans, specifications, drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal:

\_\_\_\_\_  
Corporate secretary

Date:

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

Title:

Address:

Telephone:

Surety:

By: \_\_\_\_\_  
Attorney-in-fact

Type Name:

Address:

Telephone:

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND



**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of \_\_\_\_\_, in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, personal representatives, trustees, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with the Tulsa Airports Improvement Trust, Tulsa, Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_ (the "Contract"), all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the TULSA AIRPORTS IMPROVEMENT TRUST.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such Contract for labor, supplies, materials, and/or repairs to and/or parts for equipment used and consumed in performance of said Contract within 30 days after the same becomes due and payable, the person, firm, limited liability company, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto attached by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

ATTEST: \_\_\_\_\_ Principal

\_\_\_\_\_  
Corporate secretary

Date:

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

Title:

Address:

Surety

---

By: \_\_\_\_\_  
Attorney-in-Fact

Type Name:

Address:

City:

State:

Telephone:

**CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND**

**MAINTENANCE (DEFECT) BOND**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, said sum being equal to 100 percent of the Contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, personal representative, trustees, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written contract with Tulsa Airports Improvement Trust, dated \_\_\_\_\_, 20\_\_\_\_\_, for the \_\_\_\_\_ (the "Contract") all in compliance with the contract documents, the plans and specifications therefor, made a part of said Contract and on file in the office of the TULSA AIRPORTS IMPROVEMENT TRUST.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if said Principal shall pay or cause to be paid to the Tulsa Airports Improvement Trust all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one year from and after formal written acceptance of said project by Tulsa Airports Improvement Trust; and if Principal shall pay or cause to be paid all labor and materials including the prime contractor and all subcontractors; and if Principal shall save and hold Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives, harmless from all damages, loss, and expenses occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise it is to be and remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents or to the work performed thereunder, or the plans, specifications, or drawings accompany the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_  
Corporate Secretary

Principal:

\_\_\_\_\_

By:

Title:

Address:

Telephone:

Surety:

By \_\_\_\_\_  
Attorney-in-Fact

Type Name:

Address:

City:

State:

Telephone:

**CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND**

**CERTIFICATION OF CONTRACTOR**

To the best of my knowledge and belief, I certify that all items, units, quantities and prices of work and material shown on the Final Payment are correct, that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contract documents between The Owner and \_\_\_\_\_ and all authorized changes thereto; that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the 'Final Amount Due' has been received:

- (a) Total Amount Earned to Date ..... \$
- (b) Total Previously Paid ..... \$
- (c) Miscellaneous Deduction ..... \$
- (d) Final Amount Due ..... \$

I further certify that all claims outstanding against \_\_\_\_\_ for labor, materials and expendable equipment employed in performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on an attached sheet which statement contains all claims against the contractor which are not yet paid including all disputed claims and any claims to which the contractor has or will assert any defense.

(Contractor)                      (Date)                      (By)                      (Title)

**CERTIFICATION OF THE ENGINEERS**

We certify that we have verified this Final Payment, and that to the best of our knowledge and belief it is a true and correct statement of work performed and materials supplied by the contractor, and that the contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Final Payment have been performed in full accordance with the terms and conditions of the corresponding construction contract documents and authorized changes thereto.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name)                      (Date)                      (By)                      (Title)

Attachment: Consent of Surety Company for Final Payment.

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-01</b>	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
<b>10-02</b>	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
<b>10-03</b>	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
<b>10-04</b>	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
<b>10-05</b>	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
<b>10-06</b>	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
<b>10-07</b>	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
<b>10-08</b>	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
<b>10-09</b>	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-11</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-13</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-14</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-15</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-16</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
<b>10-17</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-18</b>	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
<b>10-19</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted 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.
<b>10-20</b>	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
<b>10-21</b>	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
<b>10-22</b>	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
<b>10-23</b>	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
<b>10-24</b>	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
<b>10-25</b>	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
<b>10-26</b>	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
<b>10-27</b>	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
<b>10-28</b>	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
<b>10-29</b>	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
<b>10-30</b>	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
<b>10-31</b>	<b>Intention of Terms</b>	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident



Paragraph Number	Term	Definition
		<p>Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	<b>Lighting</b>	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
10-35	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	<b>Notice to Proceed (NTP)</b>	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	<b>Owner</b>	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is <b>Tulsa Airports Improvement Trust</b> .
10-38	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-41</b>	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
<b>10-42</b>	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
<b>10-43</b>	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
<b>10-44</b>	<b>Proposal</b>	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.
<b>10-45</b>	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
<b>10-46</b>	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
<b>10-47</b>	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-48</b>	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
<b>10-49</b>	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
<b>10-50</b>	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
<b>10-51</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-52</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
<b>10-53</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
<b>10-54</b>	<b>Specifications</b>	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.
<b>10-55</b>	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
<b>10-56</b>	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
<b>10-57</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-58</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-59</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
<b>10-60</b>	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
<b>10-61</b>	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
<b>10-62</b>	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
<b>10-63</b>	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
<b>10-64</b>	<b>Work</b>	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.
<b>10-65</b>	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
<b>10-66</b>	<b>Owner Defined terms</b>	<b>See Special Provisions.</b>

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

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**The information provided in this section is often duplicated within the Instruction-to-bidders and Invitation-for-Bidders. For the purpose of limiting redundant requirements and potential discrepancies, modifications may be made to this section to include a reference that these requirements may be found in the procurement section of the project bid documents. The language provided in this section represents model language acceptable to the FAA. The Owner may make edits to the model language that reflect established written local and state procurement versions provided such requirements do not materially alter the intent and purpose of the FAA's model language; and such alterations do not conflict with the requirements of 2 CFR part 200 or 49 USC chapter 471.**

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**20-01 Advertisement (Notice to Bidders). See Notice to Bidders.**

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

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

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

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

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Notice to Bidders.

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

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

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

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

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

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

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**Prices should be in whole dollars and cents. The extended total amount of each item should not be rounded.**

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

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

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

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

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

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

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

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**2 CFR 200.325 provides that for contracts exceeding the Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the Government’s interest is adequately protected. If such a determination has not been made, the bid guarantee shall be equivalent to 5% of the bid price. It 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 the bid, execute such contractual documents as may be required within the time specified.**

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**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified

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

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

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

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

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

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

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

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation prior to the Contractor question deadline.

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

**END OF SECTION 20**



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**Section 30 Award and Execution of Contract**

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**The information provided in this section is often duplicated within the Instruction-to-bidders and Invitation-for-Bidders. For the purpose of limiting redundant requirements and potential discrepancies, modifications may be made to this section to include a reference that these requirements may be found in the procurement section of the project manual. The language provide in this section represents model language acceptable to the FAA. The Owner may make edits to the model language that reflect established written local and state procurement versions provided such requirements do not materially alter the intent of the FAA's model language; and such alterations do not conflict with the requirements of 2 CFR part 200 or 49 USC chapter 471.**

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

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

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

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

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

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**The award of contract is recommended to be made within 30 days, but shall not exceed the maximum time allowed by the contracting authority.**

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

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**For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has reviewed the Owner’s recommendation to make such award in accordance with 2 CFR 200.324.**

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

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

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

\*\*\*\*\*

**2 CFR 200.325 provides that for contracts exceeding the Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the federal interest is adequately protected.**

**If such a determination has not been made, the Owner shall require separate performance and payment bonds in the full amount of the awarded contract. For AIP contracts awarded in an amount of \$150,000 or less, the Owner should specify bonding in accordance with local requirements.**

\*\*\*\*\*

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

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**Required federal contract provisions can be found at the following FAA website:  
[www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/).**

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**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the

fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

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## Section 40 Scope of Work

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

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

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

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

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

\*\*\*\*\*

**Applicable federal contract provisions for procurement and contracting under AIP  
are found on the following website:**

**[www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/)**

\*\*\*\*\*

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

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

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or

supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

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

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

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

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**All change orders, supplemental agreements, and contract modifications must eventually be reviewed by the FAA. Unless specifically requested by the FAA, the Owner does not have to obtain prior FAA approval for contract changes except for the Buy American review, if required. However, if an Owner proceeds with contract changes without FAA approval, it is at the Owner's risk.**

\*\*\*\*\*

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

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

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

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

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

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

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

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

\*\*\*\*\*

**The removal of large or complicated existing structures such as box-culverts, underground storage tanks, large underground electrical vaults, large reinforced concrete structures or foundations, or similar existing airport facilities should be provided for in separate technical specifications. Contract pay items should also be provided in the contract proposal to cover payment for such work.**

\*\*\*\*\*

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

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

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

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material



that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

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

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

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

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**The engineer can modify this section if the Owner does not have rights to the material.**

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

**END OF SECTION 40**

## Section 50 Control of Work

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

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

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

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

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

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

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**For Airport Improvement Program (AIP) contracts, the Owner must keep the FAA advised of the Engineer's determinations as to acceptance of work that is not in reasonably close conformity to the contract, plans, and specifications.**

**All change orders, supplemental agreements, and contract modifications must eventually be reviewed by the FAA. Unless specifically requested by the FAA, the Owner does not have to obtain prior FAA approval for contract changes except for the Buy American review, if required. However, if an Owner proceeds with contract changes without FAA approval, it is at the Owner's risk.**

\*\*\*\*\*

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

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

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

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

**50-04 List of Special Provisions. Please see TAIT Special Provisions.**

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

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

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

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

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

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

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

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

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

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

[\_\_\_\_]

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**The Engineer should specify the desired format and accuracy for electronic delivery of survey(s) in addition to hard copy(s). This should be applicable to all survey(s) throughout these specifications.**

**With FAA approval, additional survey criteria may be added.**

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

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

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

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

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said

portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

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

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

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**The Engineer must check to see if the on-site project access roads and haul routes will support the construction equipment. Particular attention should be paid when sections of existing airfield pavements will be used as haul routes to assure that existing pavements are not overloaded. If questionable, the Engineer should add appropriate provisions to preserve or rehabilitate any access roads or haul routes to the bid documents. Various measures such as videotape or photographs may be**

**required to document existing conditions prior to start of construction.  
Construction traffic should be kept off airport pavements to the extent possible.**

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

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

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

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

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

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

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

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

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

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

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

**50-17 Value Engineering Cost Proposal.**

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**FAA concurrence must be obtained when this paragraph is included.**

**This paragraph may not be applied on construction management at-risk (CMAR) and Design-build project delivery methods after a gross maximum price (GMP) is established.**

**Use of this paragraph in project specifications is at the option of the Owner/Engineer.**

**This paragraph should not be incorporated into project specifications if State or local laws prohibit its use or if the project does not lend itself to value engineering.**

\*\*\*\*\*

The provisions of this paragraph 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 RPR, 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 value engineering cost 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 value engineering cost 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.
- 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 value engineering cost proposal not accepted by the RPR, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any value engineering cost 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 value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.

The Owner shall be the sole judge of the acceptability of a value engineering cost 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/Owner may disregard the contract bid prices if, in the Engineer/Owner'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 (including, but limited to, engineering costs, inspector costs, and Owner costs) of investigating a value engineering cost 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 value engineering cost proposal from amounts payable to the Contractor under the contract.

If the Contractor's value engineering cost 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 paragraph. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the Owner's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost 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% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.

Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

## **END OF SECTION 50**



**Section 60 Control of Materials**

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

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

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**Federal Contract Clauses are available at the following FAA website:  
[www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**When it is impractical to make a clear and accurate description of a technical requirement, Owner may specify a requirement by "Brand Name or approved Equal," provided the performance features and salient requirements that establish equivalency are explicitly and clearly stated. To avoid unfair influence, provide known vendors / suppliers who can meet the stated requirements.**

\*\*\*\*\*

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

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

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

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

**60-05 Engineer/ Resident Project Representative (RPR) field office.** See Section C-105.

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

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

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

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

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

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

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

**END OF SECTION 60**

**Section 70 Legal Regulations and Responsibility to Public**

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

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

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

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

\*\*\*\*\*

**List all authorized work and include the following information as a minimum:**

- **Owner (Utility or Other Facility)**
- **Location (See Plan Sheet No.)**
- **Person to Contact (Name, Title, Address and Phone)**

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

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

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

\*\*\*\*\*

**The intention of this subsection is to provide for both foreseen and unforeseen work by Owners of utility services and other facilities on the airport. Such Owners have legal rights and obligations under some form of easement with the airport Owner. Every effort should be made, during the initial design phase, to coordinate the proposed contract work with such Owners so that their rights and obligations are provided for in the contract, plans, and specifications. Where there is conflict between an existing utility service (or facility) and the proposed work or where the Owner of the utility or facility must perform work to construct, reconstruct, or maintain the utility or facility, such work should be listed in this subsection and provided for in the contract, plans and specifications. In addition, all known utility services or facilities that are within the limits of the proposed work should be shown on the plans (regardless of whether or not there is a conflict of work to be performed by the Owner) with enough detailed information to indicate the lack of conflicts.**

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

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

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

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

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

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP can be found in the Plans and Specs.

**70-09 Use of explosives.** See Special Provisions.

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

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

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

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

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

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

[\_\_\_\_].

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**The Engineer shall identify phase/description(s) and provide the following minimum information for each phase/description(s):**

- **Phase or Description**
- **Required Date or Sequence of Owner’s Beneficial Occupancy**
- **Work Shown on Plan Sheet**

**The Owner’s requirements for “phasing” the work should be coordinated with agencies having an interest in operational capability of the airport. Such coordination must be accomplished at the earliest possible time. See AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects.**

**The Engineer should include a section on airport safety in the bid documents that has, as a minimum, the information contained in AC 150/5370-2, Operational Safety on Airports During Construction; the Construction Safety and Phasing Plan (CSPP); and any additional requirements as a result of a Safety Risk Management (SRM) review, if required.**

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

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

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

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

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

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

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

**70-15 Contractor’s responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that

may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

[See Plans and Special Provisions].

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**The Engineer shall list all known services and provide the following minimum information for each service:**

- **Utility Service or Facility, or FAA Air Traffic Organization (ATO)/ Technical Operations/System Support Center (SSC)**
- **Person to Contact (Name, Title, Address, and Phone)**
- **Owner's Emergency Contact (Phone)**

**The plans shall show the approximate location of the utilities or facilities known to exist within the limits of the contract work. The proposed contract plans and specifications shall be coordinated with the various Owners at the earliest possible time to avoid overlooking utility conflicts in the design and to obtain the best possible information needed to protect such utility services or facilities from damage resulting from the Contractor's operations. Where conflicts are indicated during the coordination, they shall be resolved by the airport Owner and the utility owner, in accordance with existing legal agreements, by providing for work in the proposed contract or by the utility owner. In such cases of conflict, regardless of how the conflict is resolved, the airport Owner and utility owner should also be advised of the need to furnish the best information possible as to location of the utility service or facility to ensure protection during the proposed contract work.**

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

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

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

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall



be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

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

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

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

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

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

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

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

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**FAA Airports (ARP) will inform the Airport Owner of their requirement to notify the FAA preferably a minimum of 45 days prior to scheduled interruptions and airport projects with the potential to cause significant impacts to the National Airspace System (NAS). This is handled through the Internet Obstruction Evaluation/Airport Airspace Analysis (iOE/AAA) process and the airspace determination letter.**

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

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

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**Any displaced or relocated FAA facility or cables due to construction will require a signed and executed reimbursable agreement between the Owner and the FAA Tech Ops Division.**

**The splicing of cables may not be an acceptable form of repair for certain projects. If any FAA cables are damaged, the Owner shall replace the cables in their entirety.**

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

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

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

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

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

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

[See Special Provisions]

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**Engineer may add project specific requirements.**

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

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

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

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**The contract language suggested in paragraph 70-20 is intended to remind airport Owners that proper planning will prevent construction delays that may be caused when objects of archaeological or historical significance are encountered in the work. Airport Owners should include in their planning the coordination with state and local planning bodies as may be required by state and local laws pertaining to the National Historic Preservation Act of 1966.**

**As a general rule, disposition of known archaeological or historic objects that are situated on the site of the work should be covered by a separate contract when such disposition is required as a part of FAA project approval.**

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**70-21 Insurance Requirements. [See Special Provisions Section 70]**

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**Insert local insurance requirements for commercial general and umbrella liability; commercial auto and umbrella liability; worker's compensation; property; and/or other types of coverage required by the project.**

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**END OF SECTION 70**

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## Section 80 Execution and Progress

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

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

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

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**The Engineer should determine the percentage of work to be performed by the prime Contractor on a project basis (typically at least 25%).**

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

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

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within [ 14 ] days of the NTP date. The Contractor shall notify the RPR at least [ 7 days ] in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

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

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

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

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

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

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

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

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

[ see CSPP ]

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**The Engineer shall identify areas of the AOA that cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis. As a minimum, the following information is required for each area:**

- **AOA**
- **Time periods AOA can be closed**
- **Type of communication(s) required when working in an AOA**
- **Control authority including driver training and/or safety training**

**It is intended that the contract provisions which limit the Contractor's operations be specified for all AOA of the airport that are not intended to be closed to permit continuous construction operations. These contract provisions vary widely from airport to airport and require careful coordination (during the early stages of designing the work) with the Owner, FAA, and the users of the airport. Advisory circular (AC) 150/5370-12, Quality Management for Federally Funded Airport Construction Projects, contains additional information on this subject.**

**The Engineer should include a section on airport safety in the bid documents that has, as a minimum, the information contained in AC 150/5370-2, Operational Safety on Airports During Construction; the Construction Safety and Phasing Plan (CSPP); and any additional requirements as a result of a Safety Risk Management (SRM) review, if required.**

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

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

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

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

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

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**The Owner must coordinate any changes to the CSPP with the FAA.**

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

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

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed

immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

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

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

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

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

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

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

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



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

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

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

Charges against the contract time will cease as of the date of final acceptance.

Contract time shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of days charged against the contract time during the week and the number of days currently specified for completion of the contract (the original contract time plus the number of calendar days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first calendar day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final Acceptance*.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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**As appropriate, the Engineer may include drying days. Unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.**

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

Schedule	Liquidated Damages Cost	Allowed Construction Time
	<See Bid Form>	

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**The Engineer should list the liquidated damages cost and allowed construction time in the proposal form or other appropriate contract document to clarify when more than one schedule of work is bid, or in the event all schedules bid cannot be awarded. If LD's are listed elsewhere in the contract, provide the cross-reference link.**

**The amount of the liquidated damages should not be unreasonable, excessive, or punitive. Liquidated damages must reflect a reasonable estimate of the actual costs which will be incurred by the Owner and users of the airport and must not be punitive.**

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

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

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

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the

terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

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

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

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

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

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

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

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

**END OF SECTION 80**

## Section 90 Measurement and Payment

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

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

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

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

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

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

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles

Term	Description
	shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p>

Term	Description
	<p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

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

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

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

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

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

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

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

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

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

[ See Special Provisions. ]

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**The Owner has three options in determining whether retainage will be withheld on the project. The Owner must insert the clauses for the option that applies and delete the clauses for the other two options. Proper use of this language assists with meeting the requirements of 49 CFR § 26.29.**

***Option 1:* The Owner may decline to hold retainage from prime Contractors and prohibit prime Contractors from holding retainage from subcontractors. Insert this clause if Option 1 is selected:**

**a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.**

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

**c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.**

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

- a. No retainage will be held by the Owner from progress payments due the prime.
- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

**Option 3:** The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:

a. From the total of the amount determined to be payable on a partial payment, [ insert amount of retainage, not to exceed 10% ] percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

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

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks



**called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.**

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

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

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

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

\*\*\*\*\*

**In some areas, release of liens prior to paying the full amount to the prime Contractor may void the contract. In those areas, revise the previous paragraph as required to meet all state and local regulations.**

\*\*\*\*\*

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

- a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

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

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

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

**90-10 Construction warranty.**

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

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

\*\*\*\*\*

**Delete LED item if not included in the project.**

**Include any project specific materials that have a greater than one-year warranty period.**

\*\*\*\*\*

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

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

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

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

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

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

\*\*\*\*\*

**Notification times in Items e and f may be changed to meet specific project requirements.**

**Airport Improvement Program (AIP) will not typically participate in extended warranties beyond one (1) year.**

**Note that Engineering Brief (EB) #67, Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures, requires that all light-emitting diode (LED) light fixtures with the exception of obstruction lighting, (advisory circular (AC) 150/5345-43) must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.**

**It is recommended the Owner and Engineer perform a warranty inspection with the Contractor approximately three (3) months before the end of the one year warranty period.**

\*\*\*\*\*

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

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

\*\*\*\*\*

**Additional items may be added as necessary to address State requirements and specific project requirements. The intent of this section is to withhold final project payment until all necessary paperwork, project work, and cleanup of work/staging areas have been completed.**

\*\*\*\*\*

**END OF SECTION 90**

## SPECIAL PROVISIONS

### Section 10 Definition of Terms

**SP10-04 AIRPORT.** The Airport referred to in these documents as hereinafter stated will be either Tulsa International Airport or Jones/Riverside Airport in Tulsa, Oklahoma.

**SP10-19 CONTRACTOR.** The definition of “Contractor” set forth in General Provision 10-19 shall also include a Limited Liability Company (“LLC”).

**SP 10-25 ENGINEER.** The definition of “Engineer” set forth in General Provision 10-25 shall also include a Limited Liability Company (“LLC”).

**SP10-31 INTENTION OF TERMS.** In addition to General Provision 10-31, 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.

**SP 10-60 SURETY.** The definition of Surety set forth in General Provision 10-60 shall also include a Limited Liability Company (“LLC”).

**SP10-100 ARCHITECT.** Architect means the Architect, consultant or firm named in the Project Summary, and shall mean the Architect or his authorized representative. The person named as “Architect’s Representative” in the Project Summary is designated as the Architect’s authorized representative, unless the Contractor is advised in writing by TAIT that a different person has been designated.

**SP10-101 BID BOND.** The security assurance furnished with the bid to guarantee that the Bidder will enter into the Contract if the Bidder’s bid is accepted.

**SP10-102 CHANGES IN QUANTITIES.** A written order to the Contractor covering changes in the Proposal quantities, which may establish the bases of payment and Contract Time adjustment, if any, for the Work affected by such changes. The Work covered by a Change in Quantities, shall be within the scope of the Contract, as required by Oklahoma Law.

**SP10-103 CITY.** Likely an old reference to the City of Tulsa, Oklahoma, a municipal corporation, which shall include the Tulsa Airports Improvement Trust, originally a charter agency thereof.

**SP10-104 AUTHORITY.** Likely an old reference to the Tulsa Airport Authority, which is now the Tulsa Airports Improvement Trust.

**SP10-105 ODOT.** The Oklahoma Department of Transportation, State of Oklahoma, or the agency or department succeeding to its powers or functions for the administration of transportation matters.

**SP10-106 SIDA.** The Security Identification Display Areas (“SIDA”) means that area or areas of the Airport in which a security badge shall be displayed at all times on the outermost garment of clothing.

**SP10-107 SUBCONTRACTORS.** Those persons or entities having a direct contract with the Contractor to perform any Work or supply any Materials or Equipment required for the Contract Work.

**SP10-108 TAIT.** The Tulsa Airports Improvement Trust, a public trust organized and existing pursuant to the laws of the State of Oklahoma, the beneficiary of which is the City of Tulsa. Sometimes referred to herein as "Owner" or "Sponsor."

### **RULES OF DOCUMENT CONSTRUCTION**

**SP10-109 CONSTRUCTION OF TERMS.** Unless the context clearly intends to be to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having the masculine or feminine gender, shall be deemed to include the other. The term "person" shall be deemed to include an individual, a limited liability company, a corporation, unincorporated organization, partnership, trust, government, governmental agency or subdivision, as the context shall require.

**SP10-110 CAPTIONS.** The captions used for the sections in the Contract or in the General or Special Provisions are inserted only as a matter of convenience and for reference and in no way, define, limit, or describe the scope of the intent of the Contract or any section thereof or of the General or Special Provisions.

**SP10-111 ENTIRE AGREEMENT; SEVERABILITY AMENDMENTS.** The Contract Documents constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated into such Contract Documents are hereby canceled. This Contract can be modified or amended only by a document duly executed on behalf of the parties hereto. In the event any provisions of the Contract Documents shall be determined to be illegal, invalid or otherwise unenforceable, the remainder of the Contract or Contract Documents shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall be enforced to the fullest extent permitted by law.

**SP10-112 COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

## **Section 20 Proposal Requirements and Conditions**

**20-01 ADVERTISEMENT (Notice to Bidders).** The Owner, or his/her authorized agent, shall publish the Advertisement in a newspaper of general circulation and published in Tulsa County. Such notice will be published in two consecutive weekly issues of said newspaper, with the first publication thereof to be at least twenty (20) days prior to the date set for opening bids.

**SP 20-02 PREQUALIFICATION OF BIDDERS.** General Provision 20-02 is hereby modified by deleting the requirement for submission of “evidence of competency” and “financial responsibility” to the owner.

**SP20-03 CONTENTS OF PROPOSAL FORMS.** General Provision 20-03 is hereby modified to require Contractors’ and Bidders’ compliance with the “Public Competitive Bidding Act of 1974,” as amended, 61 O.S. §101, *et seq.* (The “Act”). All requirements of the Act must be complied with, including the following in addition to the Proposal form:

- (a) Bid Bond or other bid security assurance;
- (b) Bid Affidavits
  - (1) Non-Collusion Affidavit;
  - (2) Business Relationships Affidavit.

**SP20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** General Provision 20-06 is hereby modified by deleting the requirement for provision of “boring logs” and “records of subsurface investigation” by the owner.

**SP20-07 PREPARATION OF PROPOSAL.** General Provision 20-07 is hereby supplemented to include submission of Proposals by Limited Liability Companies (“LLC”). If the Proposal is made by a LLC, the person signing the Proposal must be the Manager of the LLC and shall give the name of the state under the laws of which the LLC was created and the name and business address of each member of the LLC.

General Provision 20-07 is further modified by deleting the following sentences from the first paragraph:

“The Bidder shall state the price (written in ink or typed) in both 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.”

Owner does not require contractors to state the price for each Pay Item in words, only numerals; therefore the language is hereby removed.

**SP20-09 IRREGULAR PROPOSALS.** General Provision 20-09 is hereby supplemented to include the following:

- (g) If erasures or changes appear on the Proposal and each such change or modification is not initialed by the authorized person signing the Proposal form.

**SP20-10 BID GUARANTEE.** General Provision 20-10 is hereby supplemented to include the specified security assurances set forth in §20-03 hereof, as required by the Public Competitive Bidding Act, 61 O.S. §101, *et seq.*

**SP20-14 DISQUALIFICATION OF BIDDERS.** General Provision 20-14 is hereby supplemented to include the following language:

- (d) Owner reserves the right to disqualify a Bidder if a determination is made after examination of bids indicating that the Bidder is not properly qualified as required by law, regulations or other bidding documents.
- (e) No contract will be awarded to any person or persons, firm, partnership, company or corporation that is in arrears to TAIT, the Tulsa Airport Authority (“Authority), and/or the City of Tulsa (“City”) upon any debt of contract, or in default as surety or otherwise, upon any obligation to TAIT, Authority and/or City.



### **Section 30 Award and Execution of Contract**

**30-02 AWARD OF CONTRACT.** The Award of a Contract, if it is to be awarded, shall be made within thirty (30) 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.

**SP30-05 REQUIREMENTS OF CONTRACT BONDS.** General Provision 30-05 is hereby supplemented to include the following language:

Oklahoma Statutes, Title 61 §107 and §113 provide that irrevocable letters of credit may be utilized by Contractors on public improvement projects in lieu of bonds. Under the relevant sections of the statute, a Contractor shall provide the following:

- (a) Bid Bond, certified check, cashier's check, or irrevocable letter of credit – 60 O.S. §107;
- (b) Payment (statutory) bond or irrevocable letter of credit – 61 O.S. §113(B)(1);
- (c) Performance Bond or irrevocable letter of credit – 61 O.S. §113(B)(2); and
- (d) Maintenance Bond or irrevocable letter of credit – 61 O.S. §113(B)(3).

**SP30-100 MAINTENANCE BOND.** Concurrent with the execution of the Contract, the Contractor shall furnish a security assurance (maintenance bond or irrevocable letter of credit) in the form provided in the bidding documents. The security assurance shall provide for the complete repair of defects in improvements constructed under this Contract for a period of one year after the final acceptance of the Project.

When requested by Owner any time within the one year period, the Contractor shall repair, replace or rebuild such portions of the Work which are found to be defective or otherwise faulty because of Materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within ten (10) days, a written report stating his intentions and the proposed schedule for completing the repairs. If the Contractor shall fail to make the repairs, Owner shall have the right to make or have such repairs made and collect all costs of doing the same from the Contractor or his Surety.

No separate payment will be made for Maintenance Bond requirements. All costs incurred in complying with these requirements shall be completely covered by prices paid for the Proposal items.

## Section 40 Scope of Work

**SP40-04 PAYMENT FOR WORK COVERED BY CHANGE ORDER.** The following language is supplemental to General Provision 40-04:

The combined total allowance for Contractor overhead and profit shall not exceed fifteen percent (15%) of the total cost for labor, Equipment, and Materials used in the Change Order Work. If any Change Order Work is subcontracted, the combined total allowance for Contractor and Subcontractor overhead and profit shall not exceed twenty percent (20%) of the Subcontractor's cost for labor, Equipment, and Materials used in the Force Account Work. The amount of Change Order Work subcontracted and the Subcontractor shall be approved by the Engineer prior to starting such Work.

**SP40-05 MAINTENANCE OF TRAFFIC.** General Provision 40-05 is hereby modified by deleting section a. as no work will be done within the AOA.

**SP40-07 FINAL CLEANUP.** General Provision 40-07 is hereby modified by removing requirements related to the removal of tree stumps, brush, or limbs within the project limits.

**SP40-100 MOBILIZATION.** The Work includes the performance of construction preparatory operations including the movement of personnel and Equipment to the Project site and for the establishment of field offices, buildings and other facilities necessary to begin Work on the Contract.

**SP40-101 DIFFERING SITE CONDITIONS.** The Contractor shall promptly and before such conditions are disturbed, notify the Engineer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract which could not have been discovered by a careful examination of the site; or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions and, if the Engineer finds that such conditions do materially so differ and may cause an increase or decrease in the Contractor's cost of, or the time required, for performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

Any claim for additional compensation by the Contractor under this clause shall be made in accordance with Section 50-16 and shall not be allowed unless the Contractor has first given the notice required above.

In the event that the Engineer and the Contractor are unable to reach an agreement concerning an alleged differing site condition, the Contractor will be required to keep an accurate and detailed record which will indicate the cost of the Work done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The RPR shall be given the opportunity to supervise and check the keeping of such records.

## Section 50 Control of Work

**SP50-15 FINAL ACCEPTANCE.** The Project shall not be deemed complete unless site cleanup and removal of all Materials and Equipment has been completed by the Contractor. Charges against Contract Time will cease upon inspection of the Work. Upon satisfactory final inspection, the RPR shall present to the Contractor a certificate of substantial completion.

If upon inspection, the Work is found not to be completed in a satisfactory manner, charges against Contract Time will resume until all corrective Work has been completed to the RPR's and Owner's satisfaction.

After the final inspection, the Contractor shall submit to Owner evidence that all payrolls, Material bills, sums due Subcontractors, and all other indebtedness, bills or claims connected with the Work or for the Project have been paid. When the RPR and Owner find that the Project has been fully performed and Owner has received from the Contractor evidence that all payrolls, Material bills, sums due Subcontractors and all other indebtedness, bills or claims connected with the Work or the Project have been paid, the Owner will accept said Project and will issue a formal final acceptance, in writing, stating that the Work provided for in the Contract Documents has been completed as accepted under the terms and conditions and that the balance found to be due to the Contractor, subject to adjustment and corrections on all account of all prior partial payments, penalties as noted in said final acceptance is due and payable.

Within twenty-one (21) calendar days after issuance of the certificate of substantial completion for the project and upon adequate performance of the Contractor and with approval of any applicable surety, retainage shall be released by the Owner to the Contractor less an amount no greater than one hundred fifty percent (150%) of the estimated costs to correct any incomplete or defective work as identified, itemized, and attached to the certificate of substantial completion, and withholding for payments of claims under any stop notice filed as provided by law, and on which legal action shall have been instituted within the required statutory period. All remaining funds shall be released as each deficiency is satisfactorily completed. The Contractor shall release within ten (10) calendar days of receipt, the share of those funds that have been withheld from other entities. All other entities shall release within seven (7) calendar days of receipt, the share of those funds that have been withheld from other entities. Acceptance of Work or the Project by Owner, whether for the issue of any progress payment or final acceptance, shall not constitute an approval or acceptance of any faulty Work or defective Materials, nor constitute a waiver by Owner of any of the Contract obligations.

Final acceptance by Owner shall constitute the effective date of the Maintenance (Defect) Bond or other security assurances presented therefor.

## Section 60 Control of Materials

**SP60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** General Provision 60-01 is modified to remove Contractor requirements to furnish airport lighting equipment.

**SP60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** General Provision 60-02 is modified to remove requirements for material quality assurance testing.

**SP60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA).** General Provision 60-03 is to be removed.

**SP60-04 PLANT INSPECTION.** General Provision 60-04 is modified to be removed.

**SP60-05 Engineer/ Resident Project Representative (RPR) field office.** General Provision 60-05 is modified to be removed.

**SP60-08 OWNER FURNISHED MATERIALS.** General Provision 60-08 is to be removed in its entirety as there will be no owner furnished materials for this project.

## **Section 70 Legal Regulations and Responsibility to the Public**

**SP70-05 FEDERAL AID PARTICIPATION.** General Provision 70-05 is hereby removed in its entirety.

**SP70-07 PUBLIC CONVENIENCE AND SAFETY.** Supplemental to General Provision 70-07, in the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation, and with all security and safety regulations of the Airport. It shall be the responsibility of the Contractor to take such action as he may deem reasonably necessary to insure that all employees, Subcontractors and suppliers shall likewise be informed of and comply with all such laws and regulations.

**SP70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).** General Provision 70-08 is hereby removed in its entirety.

**SP70-09 USE OF EXPLOSIVES.** Supplemental to General Provision 70-09, use of explosives will not be allowed on this project.

### **SP70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.**

Supplemental to General Provision 70-10, the Engineer will designate the permissible location of the Contractor's staging and storage area. The Contractor shall be responsible to clean up the area after completion and to restore it to its original condition to the satisfaction of the RPR. The Contractor shall at his own expense replace or repair to the satisfaction of the RPR any portion of existing roads and other areas damaged by construction usage prior to final inspection and acceptance.

The Contractor shall be responsible for the restoration of all Airport facilities damaged by his operation to a condition equal to or better than the condition existing prior to construction as determined by the RPR.

**SP70-13 OPENING OF SECTIONS OF WORK TO TRAFFIC.** Supplemental to General Provision 70-13, the scheduling of completion for each portion of the Work shall be in accordance with the approved progress schedule furnished by the Contractor as required by Subsection 80-03 of the General Provisions. Each completed portion will be partially accepted, as provided in Subsection 50-14 of the General Provisions, and opened.

**SP70-21 INSURANCE REQUIREMENTS AND INDEMNIFICATION.** Before the execution of the Contract, the Contractor shall obtain all insurance required under this section. The Contractor shall not allow any Subcontractor to commence Work until the Subcontractor has also obtained insurance applicable to his Work, including Workers' Compensation and Employer's Liability coverage, which is acceptable to the Contractor. The Contractor shall maintain insurance throughout the life of this Contract including the guarantee and maintenance periods.

The Contractor, its principals, partners, employees, agents, representatives, successors or assigns, hereby agree to protect, defend, save harmless and indemnify Owner, the Tulsa Airport Authority, the City of Tulsa, their Trustees, Councilors, officers, employees and authorized representatives or their successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever, from or by reason of or on account of, as a result of Work or activities of any nature whatsoever arising directly or indirectly under this Contract, including any claims for injury to person or property or death to the party or to employees of the Contractor, the Subcontractors or its principals or of TAIT, the Tulsa Airport Authority or the City of Tulsa.

The Contractor shall purchase and maintain in full force during the life of this Contract, Commercial General Liability insurance as shall protect TAIT and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from any operations under the Contract, whether such operations be those of the Contractor, a Subcontractor or anyone directly or indirectly employed by either of them. Commercial General Liability insurance shall meet the requirements set forth below

**LANDSIDE PROJECT**

Commercial General Liability	\$1 Million Per Occurrence/\$1 Million Aggregate, including Premises Operations; Products and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.
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Auto Liability, including all owned, hired and non-owned automobiles. \$1 Million Combined Single Limit

All required coverage, underwritten on an occurrence basis, must be provided by an insurance company licensed to do business in the State of Oklahoma with an AM Best rating of A-VII or better. Contractor may use an excess policy or umbrella to reach required limits. TAIT, the Tulsa Airport Authority and the City of Tulsa, their trustees, councilors, officers and employees shall be named as additional insureds on all policies except Workers' Compensation and Employer's liability coverage. Certificate(s) of insurance, on a form satisfactory to TAIT, shall be completed and submitted with the Contract to be approved by TAIT.

In addition to the insurance required above, the Contractor shall obtain, at its expense, an

Owner's and Contractors' Protective Insurance policy covering the Work to be performed by the Contractor for the Owner specifically naming TAIT, the Tulsa Airport Authority and the City of Tulsa as insureds with the same limits as set forth for the Project category identified and set forth above.

The Contractor shall also purchase and maintain during the life of this Contract, Worker's Compensation insurance as required by law for all employees who will Work on this Project and Employer's Liability with a minimum of \$100,000 per accident; \$100,000 for disease any one employee; and \$500,000 for disease any one occurrence. If any Work is provided by Subcontractors, the Contractor shall require each Subcontractor to provide similar Workers' Compensation and Employer's Liability insurance coverage.

Contractor's insurance policies shall contain a Waiver of Subrogation in favor of TAIT, the Tulsa Airport Authority and the City of Tulsa. Each certificate of insurance required hereunder SHALL state that **TAIT will be notified in writing of any alteration, modification, cancellation, nonrenewal or expiration of the insurance policy not less than thirty (30) days prior to the effective date thereof.** The Contractor shall obtain similar or greater insurance prior to the expiration or termination of any existing insurance contract.

The insurance described herein is intended to fully protect TAIT, the Tulsa Airport Authority, the City of Tulsa, their trustees, councilors, officers, servants, employees and authorized representatives or their successors, the Contractor and Subcontractors from any loss whatsoever arising from Contractor's operations. The Contractor and the company issuing such insurance shall prosecute and defend all court actions at no expense to the Owner or to other named insureds.

## **SECTION 80 Prosecution and Progress**

**80-01 Subletting of contract.** General Provision 80-01, delete the second paragraph in its entirety.

**SP80-03 PROSECUTION AND PROGRESS.** Supplemental to General Provision 80-03, the Contractor shall not commence new Work that would be prejudicial to Work already started.

See also Section 40-05 of the General Provisions, "Maintenance of Traffic."

**SP 80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.** General Provision 80-04.1 is modified to remove the requirement of the CSPP.

**SP80-06 TEMPORARY SUSPENSION OF WORK.** Supplemental to General Provision 80-06, the TAIT may at any time by notice to the Contractor suspend further performance of all or any portion of the Work by the Contractor. The notice shall specify the date and the estimated duration of the suspension. The suspension shall not exceed thirty (30) consecutive Calendar Days. Upon receiving any such notice, the Contractor shall promptly suspend further performance of the Work to the extent specified in the notice, and during the period of such suspension shall properly care for and protect all Work in progress and Materials, supplies, and Equipment that the Contractor has on hand for performance of the Work. The TAIT may at any time withdraw the suspension of performance of the Work as to all or part of the suspended Work by notice to the Contractor specifying the effective date and scope of withdrawal, and the Contractor shall resume diligent performance of the Work for which the suspension is withdrawn, as soon thereafter as is reasonably possible.

**SP80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.** GP 80-07 is supplemented as follows:

The National Oceanic and Atmospheric Association (NOAA) projected adverse weather Calendar Days for each month of the year were not taken into consideration for this Project. A contract time extension shall be considered for compensation for any construction days lost because of adverse weather. Approved extensions shall be added at the end of this project prior to the assessment of any liquidated damages.

In order for a time extension to be considered, the Contractor must show justification that critical path activities were impacted and make such request within 7 Calendar Days of the day in question. Requests will be discussed and approved/disapproved during the next construction progress meeting with the Owner.

Contract time extensions will not be considered for compensation of any time lost due to adverse weather on holidays or weekends (Saturday and Sunday), unless the Contractor has previously shown that he intended to work and make progress toward Project completion on those days.

### **SP80-100 TAIT'S TERMINATION FOR CONVENIENCE.**

- (a) Notwithstanding anything contained elsewhere in the Contract Documents, TAIT may, at any time, terminate the Contract in whole or in part for TAIT's convenience and without



cause. Termination by the TAIT under this Section shall be by a written notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

- (b) Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with the instructions from TAIT, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section.
  - (1) cease operation as specified in the notice;
  - (2) place no further orders and enter into no further subcontracts for Materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
  - (3) terminate all subcontracts and orders to the extent they relate to the Work terminated;
  - (4) proceed to complete the performance of Work not terminated.
- (c) Upon termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with TAIT's instructions. The Contractor hereby waives and relinquishes all other claims for payment and damages, including, without limitation, anticipated profits. The TAIT shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims against the Contractor under the Contract Documents, and (iii) the value of the Materials, supplies, Equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**SP80-101 NO DAMAGES FOR DELAY.** In all cases where the Contractor is delayed, hindered, or obstructed in the execution of the Work, or any portion thereof, for any reason whatsoever, the Contractor shall not, unless specifically provided in the Contract Documents, be entitled to claim or recover any damages or additional payment from the TAIT or Architect or Engineer as the case may be. However, it is the intent of this Contract that in all cases where the Contractor is substantially delayed, hindered, or obstructed in the execution of the Work through no fault of the Contractor and because of conditions beyond the Contractor's (or TAIT's) control, the Contract Time shall be extended by Change Order by such amount as conditions, in the judgment of the TAIT, justify and such extension of the Contract Time shall be the exclusive remedy of the Contractor.

**SECTION 90**  
**Measurement and Payment**

**SP90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.** The following language is supplemental to General Provision 90-05:

The combined total allowance for Contractor overhead and profit shall not exceed fifteen percent (15%) of the total cost for labor, Equipment, and Materials used in the Force Account Work. If any Force Account Work is subcontracted, the combined total allowance for Contractor and Subcontractor overhead and profit shall not exceed twenty percent (20%) of the Subcontractor's cost for labor, Equipment, and Materials used in the Force Account Work. The amount of Force Account Work subcontracted and the Subcontractor shall be approved by the Engineer prior to starting such Work.

**SP90-06 PARTIAL PAYMENTS.** In accordance with Title 61 Oklahoma Statutes, §113.1 and §226, the following language is supplemental to General Provision 90-06:

Partial payments will be made in accordance with the General Provisions, provided, however, such retainage is not to exceed five percent (5%) of the amount of the payment due.

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

From the total of the amount determined to be payable on a partial payment, five percent (5%) 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 (95%) 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 percent retainage shall be deducted.

When at least 95 percent of the work has been completed, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

**SP90-08 PAYMENT OF WITHHELD FUNDS.** In addition to the requirements of General Provision 90-08, the payment of withheld funds and the deposit of securities shall be governed by the requirements of Title 61, Section 113.2 of the Oklahoma Statutes.