

**CONSTRUCTION SERVICES AGREEMENT FOR ASPHALT CRACK SEAL/FOG SEAL OF  
RUNWAY 18-36**

THIS CONSTRUCTION SERVICES AGREEMENT FOR ASPHALT CRACK SEAL/FOG SEAL OF RUNWAY 18-36 ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GEE ASPHALT SYSTEMS, INC.**, a for profit corporation duly organized in Iowa and authorized to do business in the State of Florida (EIN: 42-1086837) ("Contractor").

**RECITALS:**

**WHEREAS**, on May 18, 2021, City issued an Invitation to Bid ("ITB") for the provision of asphalt crack sealing/fog sealing of runway 18-36 at the Ocala International Airport, ITB No.: AIR/210428 (the "Solicitation"); and

**WHEREAS**, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Gee Asphalt Systems, Inc. was found to be the lowest; and

**WHEREAS**, Contractor was chosen as the intended awardee to provide construction services related to asphalt crack sealing/fog sealing of runway 18-36 at the Ocala International Airport (the "Project"); and

**WHEREAS**, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

**TERMS OF AGREEMENT:**

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: FAA General Provisions (C-1 through C-50)
- Exhibit D: Federal Contract Provisions (D-1 through D-23)
- Exhibit E: General Requirements (E-1 through E-44)
- Exhibit F: Technical Specifications (F-1 through F-19)
- Exhibit G: Wage Determination (G-1 through G-7)
- Exhibit H: Construction Safety and Phasing Plan (H-1 through H-14)
- Exhibit I: Plan Set (dated May 2021) is available for inspection and copying at 1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, Florida.

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit D, then (3) Exhibit A, then (4) Exhibit B, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H, then (9) Exhibit I.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
  - A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: <https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-5.21.21.pdf>.

5. **COMPENSATION.** City shall pay Contractor a lump sum amount not to exceed **TWO HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$256,596)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
- A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
  - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
  - C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **Ocala International Airport, Attn: Doug Hambrecht, Address: 1770 SW 60<sup>th</sup> Avenue, Suite 600, Ocala, Florida 34474, E-Mail: [doug.hambrecht@ice-eng.org](mailto:doug.hambrecht@ice-eng.org).**
  - D. **Payment of Invoices by City.** The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
  - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or

defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall mobilize, have project signs in place, and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed by City. At no time will Contractor be allowed to lag behind.

B. **All work shall substantially be completed by Contractor in a manner satisfactory to the City Project Manager within THIRTY (30) days of the start date indicated on the Notice to Proceed and ready for final payment within FIVE (5) days of substantial completion.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement

of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

7. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, Contractor shall pay the City **ONE THOUSAND, ONE HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$1,197)** for each calendar day that expires after the time specified for Substantial Completion, until the Work is substantially completed.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **FIVE HUNDRED AND NO/100 DOLLARS (\$500)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount

set forth as liquidated damages for Contractor’s failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor’s failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

- D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor’s delay in performance to include inspection fees, superintendence costs, and travel expenses.
- E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor’s failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

8. **PENALTY FOR LATE OPENING OF RUNWAY EACH DAY.** Work shall be performed between the hours of 9:00 p.m. and 6 a.m. Contractor shall ensure runway is opened by 6 a.m. each day. If the runway is not open and ready for use by 6:00 a.m. daily, the following penalties shall be assessed, up to and including contract termination:

<b>Runway Opening after 6:00 a.m. Charge per Increment of Time</b>	
6:00 a.m. - 6:10 a.m.	\$5,000
6:11 a.m. - 6:20 a.m.	\$10,000
6:21 a.m. - 6:30 a.m.	\$15,000
6:31 a.m. or later	\$25,000*
<b>*Opening the runway after 6:31 a.m. shall be cause for immediate termination of this Agreement without cure.</b>	

9. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, pandemic, local or statewide states of emergency, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (“Force Majeure”). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

10. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

11. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
  - (2) Contractor provides material that does not meet the specifications of the Agreement;
  - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
  - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

14. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **THE TOTAL PROJECT VALUE** for a period of **ONE (1)** years for labor and **ONE (1)** year for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

15. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **TWO HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$256,596)** as security for the faithful performance of the work as required and set forth in **Exhibit A – Scope of Work** within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
16. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.
17. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
18. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
19. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
  - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
  - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

- C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
20. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
  - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
  - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
  - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
  - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
21. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
22. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD-PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for

integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

- B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

23. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

24. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.

25. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor shall name City as an additional insured under the insurance policy.

26. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Coverage for contractual liability is also required.
- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special

limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

27. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

28. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Contractor is responsible for the amount of any deductible or self-insured retention. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.
- C. Certificates of Insurance. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

\*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any

insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

- E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

29. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

30. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

31. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

32. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

34. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall

be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

35. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
36. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
39. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- 40. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

41. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
42. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
43. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
44. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
45. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
46. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

47. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
48. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Gee Asphalt Systems, Inc. Attention: Shaun Kukuzke 4715 6 <sup>th</sup> Street SW Cedar Rapids, Iowa 52404 Phone: 319-366-8567 E-mail: <a href="mailto:skukuzke@geeasphalt.com">skukuzke@geeasphalt.com</a>
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: <a href="mailto:tkimball@ocalafl.org">tkimball@ocalafl.org</a>
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, & Anderson, P.A. 1531 SE 36 <sup>th</sup> Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 E-mail: <a href="mailto:rbatsel@ocalafl.org">rbatsel@ocalafl.org</a>

49. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes,

court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

50. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

51. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

52. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

53. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
54. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
56. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
59. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
60. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

61. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 11 / 04 / 2021.

**ATTEST:**

**CITY OF OCALA**

*Angel B. Jacobs*  
Angel B. Jacobs  
City Clerk

*Justin Grabelle*  
Justin Grabelle  
City Council President

**Approved as to form and legality:**

**GEE ASPHALT SYSTEMS, INC.**

*Robert W. Batsel, Jr.*  
Robert W. Batsel, Jr.  
City Attorney

*Shaun Kukuzke*

By: Shaun Kukuzke  
(Printed Name)

Title: Account Executive  
(Vice President or higher)

Contractor shall perform Asphalt Crack Sealing (P-605) and Rapid Set Seal Coat (P-608R) of Runway 18-36 in accordance with the Plan Set and the Specifications. Project is located at the Ocala International Airport; 1770 SW 60<sup>th</sup> Avenue, Ocala Florida 34474.

All work shall be coordinated through City Project Manager, Doug Hambrecht, P.E., (850) 510-5525, e-mail: [Doug.Hambrecht@ice-eng.com](mailto:Doug.Hambrecht@ice-eng.com). Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

All work shall be performed at night on the closed runway between the hours of 9:00 p.m. and 6:00 a.m.

### **Plan Set**

The Plan Set for this project, dated 05/2021, is available for inspection and copying at 1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, Florida.

### **Miscellaneous Information**

1. Barricades can be spaced with a gap of 10'.
2. Contractor will be allowed to do straight pulls down the runway each night to uniform sections only.
3. Treating the surface with oil spot primer is not required.

**Please see Exhibits B through I for additional specifications.**

<b>Gee Asphalt Systems, Inc</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$2,500.00	\$2,500.00
C-105	MOBILIZATION	LS	1	\$23,000.00	\$23,000.00
P-101	ROUT AND CLEAN EXISTING ASPHALT CRACKS	LF	25,000	\$0.45	\$11,250.00
P-605	SEAL EXISTING ASPHALT CRACKS (JOINT SEALANTS FOR PAVEMENTS)	LF	25,000	\$0.65	\$16,250.00
P-608-R-1	RAPID CURE SEAL COAT	SY	110,850	\$1.76	\$195,096.00
P-608-R-2	FRICTION TESTING	LS	1	\$8,500.00	\$8,500.00
					<b>\$256,596.00</b>

# FAA GENERAL PROVISIONS

PREPARED BY:



**BID DOCUMENTS**  
CRACK REPAIR &  
SEALING RUNWAY 18/36  
AT OCALA INT. AIRPORT

**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>
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	<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.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<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.
10-07	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	<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.
10-11	<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>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-12	<b>Calendar Day</b>	Every day shown on the calendar.
10-13	<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.
10-14	<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.
10-15	<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.
10-16	<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>
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<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.
10-19	<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.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	<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>
10-31	<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 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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		<p>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>
<b>10-32</b>	<b>Lighting</b>	<p>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.</p>
<b>10-33</b>	<b>Major and Minor Contract Items</b>	<p>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.</p>
<b>10-34</b>	<b>Materials</b>	<p>Any substance specified for use in the construction of the contract work.</p>
<b>10-35</b>	<b>Modification of Standards (MOS)</b>	<p>Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.</p>
<b>10-36</b>	<b>Notice to Proceed (NTP)</b>	<p>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.</p>
<b>10-37</b>	<b>Owner</b>	<p>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 <a href="#">Okaloosa County, Florida Board of County Commissioners</a>.</p>
<b>10-38</b>	<b>Passenger Facility Charge (PFC)</b>	<p>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.</p>
<b>10-39</b>	<b>Pavement Structure</b>	<p>The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.</p>
<b>10-40</b>	<b>Payment bond</b>	<p>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.</p>

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-41	<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.
10-42	<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.'
10-43	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	<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.
10-45	<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.
10-46	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	<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.
10-49	<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.
10-50	<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.
10-51	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	<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.
10-53	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
10-54	<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.
10-55	<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.
10-56	<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.
10-57	<b>Subgrade</b>	The soil that forms the pavement foundation.
10-58	<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.
10-59	<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.
10-60	<b>Surety</b>	<del>The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.</del> <u>The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the work and his payment of all debts pertaining to the work.</u>

Paragraph Number	Term	Definition
10-61	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<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.
10-64	<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.
10-65	<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.
10-66	<a href="#"><u>Advisory Circular</u></a>	<a href="#"><u>A document issued by the FAA containing informational material and guidance. When referred to in the plans and specifications, advisory circulars shall have the same force as supplemental specifications.</u></a>
<a href="#"><u>10-67</u></a>		<a href="#"><u>The document designated in the Instructions to Bidders as the Contract Form, once it has been executed by both Contractor and Owner.</u></a>
<a href="#"><u>10-68</u></a>		<a href="#"><u>Standard FAA conditions of the Contract adopted into this Contract as Sections 10, 40, 50, 60, 70, 80, 90, and 100. Sections 20 and 30 are not used in this Contract.</u></a>
<a href="#"><u>10-69</u></a>		<a href="#"><u>The materials, systems and equipment to be incorporated into the work.</u></a>
<a href="#"><u>10-70</u></a>		<a href="#"><u>The bound documents comprising Bidding Requirements, Bid Forms, Contract Forms, General Conditions, Supplementary Conditions, Specifications, Addenda and modifications.</u></a>
<a href="#"><u>10-80</u></a>		<a href="#"><u>A public agency or a political subdivision of a State in who rests the title to the airport at which the construction under this contract is to be performed. Political subdivision refers to a County, City, Village, Township, or any combination or authority thereof as provided by law for the construction and operation of airports. The sponsor may also be referred to as the Owner in several parts of</u></a>

Paragraph Number	Term	Definition
		<u>the contract.</u>
<u>10-81</u>		<u>The prequalified (where required) individual, partnership or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the contract, by virtue of an agreement with the Contractor approved by the Owner.</u>
<u>10-82</u>		<u>The point at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized practically and efficiently for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with Section 90. The terms "substantially complete" and "substantially completed" as applied to any Work refer to "Substantial Completion thereof."</u>

END OF SECTION 10

## Section 20 Proposal Requirements and Conditions

### 20-01 Advertisement (Notice to Bidders).

THIS SECTION NOT USED. REFER TO INSTRUCTIONS TO BIDDERS FOR BID REQUIREMENTS AND CONDITIONS.

**END OF SECTION 20**

### Section 30 Award and Execution of Contract

THIS SECTION NOT USED. REFER TO INSTRUCTIONS TO BIDDERS FOR AWARD AND EXECUTION OF CONTRACT

**END OF SECTION 30**

## Section 40

## Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**c.** When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. [ Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway. ]

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

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

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

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

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

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

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

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

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

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

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

**40-09 Access to the Work.** Access to the work will be via the access routes shown on the plans or as directed by the Engineer. The Contractor shall identify access routes with suitable signs, barricades and similar equipment.

The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No additional payment will be made to the Contractor for complying with the requirements of this subsection.

No other access to the work sites will be permitted without written approval by the Engineer. Contractor's vehicles and equipment, including vehicles and equipment of subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Engineer.

Contractor's vehicles, equipment, and materials may be stored in the area designated on the Plans, or by the Engineer. Upon completion of the work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Engineer. No special payment will be made for clean up and restoration of the storage area.

Space will be allotted by the Engineer for the use of employees of the Contractor and his subcontractor(s) for the daily parking of their automobiles during the construction period. Personal vehicles of employees and vehicles operated by vendors of goods or services will not be permitted beyond the Contractor's parking area. Drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

**END OF SECTION 40**

## Section 50

## Control of Work

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

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

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

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

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

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

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

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

~~(ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.~~

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

The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In resolving conflicts, discrepancies, or errors in the various contract documents, the documents shall be given the order of precedence, as follows: Agreement, Supplemental Agreement, Change Order, Addenda, Plans, Specifications, and General Provisions. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Cited standards for materials or testing, and cited FAA Advisory Circulars shall be considered as standard specifications.

Any table, gradation, size, dimension, rate, mix, method, nomenclature, pay item number, basis of payment or method of measurement shown on the plans, which is at variance with the standard specifications, shall be considered an amendment or supplement to the applicable specification.

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. Not Used**

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with ~~five~~ hard copies or an electronic PDF of the plans and specifications. The Contractor shall be responsible for printing of any hard (paper) copies he needs and shall have available ~~on~~at 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.~~

~~[---]~~

Electronic files of the survey shall be available in AutoCadd 3D format by Autodesk Inc. with a signed and sealed hard copy

Utilizing the data shown on the plans and/or furnished by the Engineer, the Contractor shall establish all horizontal and vertical controls necessary to construct the work in conformance with the plans and specifications. The work shall include performing all calculations required and setting all stakes needed, such as offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction.

The Contractor shall employ only competent personnel and utilize only suitable equipment in performing layout work.

He shall not engage the services of any person or persons in the employ of the Engineer for performance of

layout work.

Adequate field notes and records shall be kept as layout work is accomplished. These field notes and records shall be available for review by the Engineer as the work progresses and copies shall be furnished to the Engineer at the time of completion of the project. Any inspection or checking of the Contractor's field notes or layout work by the Engineer and the acceptance of all or any part thereof shall not relieve the Contractor of his responsibility to achieve the lines, grades, and dimensions shown in the plans and specifications.

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

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

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

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

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

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

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

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

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed

immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

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

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

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

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

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

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

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

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

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

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being

complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

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

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

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

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

The following documentation and information must be presented in order for the Engineer to properly evaluate such claim:

a. Definition of the basis of the claim, including a detailed identification of which materials and what work is considered to represent a change to the original contract, an explanation of why the work or material is different than what was called for by the original contract, and an identification of the contract provisions and anything else which the Contract relied upon;

b. An explanation of how and why the work which is considered a change resulted in any additional cost or performance time for the Contractor;

c. An identification of the categories of additional costs which were incurred, an estimate of the dollar magnitude of each, and a statement of the impact this work will have on the construction schedule, including the contract completion dates;

d. An indication of how the additional costs which is believed that were incurred can be, and are to be, quantified;

e. Documentation of any actual additional costs and any actual impact to the construction schedule

due to this work;

f. Documentation of the cost of performing all similar "unchanged" work, to provide the Engineer a basis for comparison;

g. All backup and other documentation which are believed to support or relate to the claim;

Documentation quantifying the amount of work which is believed to constitute this "changed" work, and the time period and the areas where such work was performed.

The giving of a timely notice of a potential claim prior to undertaking the work which is the subject of the claim, and the submittal of the above listed information for claim evaluation within ten days after the work is completed, are conditions precedent to the making of the claim, to recovery thereon, and to the bringing of a legal action for the resolution thereof.

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

~~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 RPR 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 RPR 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 RPR may disregard the contract bid prices if, in the RPR's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.~~

~~The Owner may require the Contractor to share in the Owner's costs of investigating a 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 RPR'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. }~~

50-17 Retest of Work. When as provided for in the contract documents, the Owner performs sampling and tests of the work and the tests show a failure to meet the requirements of the contract documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

50-18 Correction of Work After Final Payment. Neither the final certificate nor payment, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final acceptance. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.

The Owner shall give notice of observed defects with reasonable promptness. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after the 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. With respect to all warranties, expressed or implied, from subcontractors, manufacturer, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- a. Obtain all warranties that would be given in normal commercial practice;
- b. Require all warranties to be executed, in writing, for the benefit of the Owner.

50-19 Venue. This contract has been executed by, delivered to and accepted by the Owner in the state where the Airport is located, and the provisions hereof shall be governed by the laws of that state. Any disputes arising out of or related to this contract shall be resolved in accordance with said laws.

The parties agree that any action or legal proceeding arising out of or related to this contract shall be brought in the state courts of the county in which the Airport lies, or in the federal court in the district where the Airport is located; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

END OF SECTION 50

## Section 60

## Control of Materials

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

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

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

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

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

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

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

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

In the event that any tests show a failure to meet the requirements of the contract documents, the expense of retesting, after substitution or modification by the Contractor, will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor. The Contractor shall give sufficient notification of the placing of orders for materials to permit testing. The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

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

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

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

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

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

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

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

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

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

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

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

**60-05 Engineer/ Resident Project Representative (RPR) field office.** The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

**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.

If the Contractor observes that the drawings and specifications are at variance with any laws, codes, ordinances, and regulations, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work contrary to such laws, codes, ordinances, and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

**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: N/A.

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

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

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

The attention of the Contractor is also invited to the fact that the State in which this project is located may pay a portion of the cost of this improvement. In accordance with said State's rules and regulations, work will be subject to such inspection of the State, or its representative, as deemed necessary to protect the interests of the people of the State. The Contractor shall furnish the inspecting party with every reasonable assistance to ascertain whether or not the requirements and intent of the contract are being met. Such inspections will in no way infer that the State is party to the contract, except for those contracts wherein the State is a signatory.

**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.

The Contractor shall provide initial and continuing instructions to all supervisors, employees, subcontractors, and suppliers to enable them to conduct their work in a manner that will provide the maximum safety with the least hindrance to air and ground traffic, the general public, airport employees, and to the workmen employed on the site.

All safety provisions specified by the plans and documents or received from the Engineer, and those required by laws, codes and ordinances, shall be thoroughly disseminated and rigidly enforced.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G3.1 to G3.4** of the project plans.

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

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

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of

executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

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

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

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

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

[See Plans.](#)

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.](#)

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. Not Applicable**

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

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

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

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

**70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.**  
**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that

location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

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

**70-21 Insurance Requirements.** [See City of Ocala requirements in bid documents.](#)

**END OF SECTION 70**

Section 80

Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least ~~40~~ percent of the total contract cost.

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

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

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

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

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least [ 10 days ] prior to the start of work. 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 † twice † monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

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

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

[\[See Plans\]](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The failure to provide adequate labor and equipment may be considered cause for terminating the contract.

**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.

If the Contractor requests a suspension of the work in whole or part for such period or periods as he may need, due to unsuitable weather or such other conditions as Contractor considers unfavorable for the prosecution of the work, or if ordered by Owner or Engineer due to inclement weather or the failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contractor shall perform the following without additional compensations:

1. Suitably store all materials.

2. Implement measures to protect existing work from damage or deterioration.

3. Erect such temporary structures and barricades as Engineer may require to provide for traffic on, to, or from the airport and air operations area.

4. Periodically inspect and maintain the work and temporary measures during the suspension period. Repair any damage to the work during the suspension period.

5. Pay all cost of Owner associated with the suspension including but not limited to cost of Engineer, inspection and Owner's testing laboratory to perform their contractual requirements with respect to the project during the work suspension.

6. Maintain all insurance and bond coverages.

7. Perform such other work as required by the Contract Documents with respect to the Project.

**80-07 Determination and extension of contract time.** The ~~+~~ number of calendar ~~days~~ ~~]~~ ~~[~~ ~~the number of working days~~ ~~]~~ ~~[~~ ~~or~~ completion date ~~]~~ shall be stated in the proposal and contract and shall be known as the Contract Time.

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

**80-07.1** ~~Contract time based on working days.~~ ~~Contract time based on working days 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 working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).~~ ~~The 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 with the normal work force employed on such items. When normal work force is a double shift, use 12 hours; and when the normal work force is on a triple shift, use 18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.~~

~~(2) The 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 working 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.~~

~~The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, Interpretation of Estimated Proposal Quantities. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered~~

~~by change order or supplemental agreement and shall be made at the time of final payment. †~~

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

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

~~† **Contract time based on specific completion date.** When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.~~

~~If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of their own request. Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion. †~~

In all cases where the Contractor is delayed, obstructed, or hindered in the execution of the work, or any part thereof, for any reason whatsoever, the Contractor shall not be entitled to claim or recover any damages or additional payment from the Owner or Engineer. However, it is the intent of this Contract that in all cases where the Contractor is substantially delayed, obstructed, or hindered in the execution of the work through no fault of the Contractor and because of conditions beyond the Contractor's control, the Engineer may recommend an extension on the contract time under Subsection 80-07 by such amount as conditions, in the judgment of the Engineer, justify, and such extension of the contract time shall be the exclusive remedy of the Contractor for delay, hindrance or obstruction occurring through no fault of the Contractor and because of conditions beyond the Contractor's control.

**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.

**Construction Time:** 30 days to substantial completion, 5 days to final completion.

**Substantial Completion Liquidated Damages:**

Original Contract Amount	Daily Charge Per Calendar Day
Over \$50,000 but less than \$250,000.....	\$882
\$250,000 but less than \$500,000.....	\$1,197
\$500,000 but less than \$2,500,000.....	\$1,694

**Final Completion Liquidated Damages:**  
\$500 Daily Charge Per Calendar Day

**LATE OPENING OF RUNWAY**

**Penalty Assessed beginning at 6:00AM for any Calendar Day that Night Work delays Runway Opening:**

Runway Opening after 6:00 AM	Charge Per Increment of Time
6:00AM - 6:10AM.....	\$5,000
6:11AM - 6:20AM.....	\$10,000
6:21AM - 6:30AM.....	\$15,000
6:31AM or after.....	\$25,000 and immediate contract termination without cure

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

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

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

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

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

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

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

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

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

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

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

[The Engineer and the Owner shall be given full access to all books, cost records, correspondence and papers of the Contractor relating to the contract in order to determine amounts to be paid the Contractor due to any termination of the contract.](#)

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

END OF SECTION 80

**Section 90**

**Measurement and Payment**

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

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

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

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

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

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

**Measurement and Payment Terms**

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

<b>Term</b>	<b>Description</b>
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F 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 or hundredweight.
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p>

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

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

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

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

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

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

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

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract

item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

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

Extra work, performed in accordance with subsection 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. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for as follows (THE FOLLOWING PAYMENT PROVISIONS APPLY ONLY WHERE THE NATURE OF THE EXTRA WORK IS SUCH THAT IT CANNOT BE MEASURED AND PAID FOR ACCORDING TO THE CONTRACT UNIT PRICES) :

a. Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before the beginning of the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to 15 percent of the sum of the above items will also be paid to the Contractor.

b. Insurance and Taxes. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance an taxes.

c. Materials. For materials accepted by the Engineer and then used, the Contractor shall receive the actual cost of such material delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.

d. Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is committed to the work, to which rental sum 15 percent will be added.

e. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

f. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

g. Statement. No payment will be made for work performed on a force account basis until the

Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment

(3) Quantities of materials.

(4) Transportation of materials.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

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

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for the force account work. The total payment made as provided above shall constitute full compensation for such 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.

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

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

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

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment

of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**90-10 Construction warranty.**

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

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

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

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

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

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

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

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

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

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

a. Provide two (2) copies of all 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.

90-12 LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner: (a) an affidavit stating, if that be in fact, that all subcontractors and suppliers have been paid in full, or if the fact be otherwise, showing the name of each subcontractor and supplier who has not been paid in full and the amount due or to become due each for labor, service or material furnished; (b) consent of surety, if any, to final payment; and (c) if required by Owner, other data establishing payment for satisfaction of all obligations, such as receipt, releases, and waivers of lien arising out of the Contract to the extent and in such form as designated by the Owner

**END OF SECTION 90**

**ACCESS TO RECORDS AND REPORTS**

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

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

**Timetables**

Goals for minority participation for each trade:	20.6%
Goals for female participation in each trade:	6.9%

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

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

## Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428

the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Florida, Marion County, Ocala.**

### BREACH OF CONTRACT TERMS

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

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

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

### BUY AMERICAN PREFERENCE

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

**GENERAL CIVIL RIGHTS PROVISIONS**

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

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

**Compliance with Nondiscrimination Requirements:**

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation

Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

- 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.

**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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

## Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428

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

Airport and Airway Improvement Act of 1982 (49 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 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 USC 1681 *et seq.*).

### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND "ANTI-KICKBACK" ACT**

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

**DAVIS-BACON REQUIREMENTS**

1. **Minimum Wages.** (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible

**Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428**

place where it can easily be seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the Contractor does not make payments to a trustee

or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and Basic Records.** (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs

## Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428

anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete; (2) Each laborer and mechanic

(including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.** (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed

**Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428**

on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. **Contract Termination: Debarment.** A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their

## Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428

representatives. Certification of Eligibility. (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

### DISADVANTAGED BUSINESS ENTERPRISES

#### **Contract Assurance (§ 26.13) –**

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

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

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

### TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **EQUAL OPPORTUNITY CLAUSE**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

- d. "Minority" includes:
- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a

**Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428**

geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

**Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428**

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

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

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

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

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

**Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428**

time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including

circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and

penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **CERTIFICATION REGARDING LOBBYING**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**Exhibit D - Federal Contract Provisions CONTRACT# AIR/210428**

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**PROHIBITION OF SEGREGATED FACILITIES**

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**PROCUREMENT OF RECOVERED MATERIALS**

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

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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

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

# GENERAL REQUIREMENTS

PREPARED BY:



**BID DOCUMENTS**  
CRACK REPAIR &  
SEALING RUNWAY 18/36  
AT OCALA INT. AIRPORT

## Item C-100

**Contractor Quality Control Program (CQCP)**

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

**100-2 Description of program.**

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-

site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least ~~+~~ 10 ~~+~~ calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time ~~+~~ on-site ~~+~~ employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal

e. Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**100-7 Contractor QC testing facility.**

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- b. Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.

~~(8) Photographs and/or video~~

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-12 Noncompliance.**

**a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

**b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

- (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

**METHOD OF MEASUREMENT**

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 20%.
- d. When 75% or more of the original contract is earned, an additional 20%
- e. After final inspection and acceptance of project, the final 10%.

**BASIS OF PAYMENT**

**100-14 Payment will be made under:**

Item C-100      Contractor Quality Control Program (CQCP)

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

**END OF ITEM C-100**

Item C-105

**Mobilization**

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items. It also includes providing the items required by the General Provisions, including any supplementary Conditions and General Requirements including but not limited to:

- a. The establishment of all temporary offices, buildings, fencing, staging areas, haul routes, and other facilities necessary for the work on the project;
- b. Surveying and construction staking;
- c. All barricades, barricade lights, and other phasing and detour devices;
- d. Taxiway and runway closures; maintenance of traffic;
- e. Performance bond, labor and materials bond;
- f. Insurance; and all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

This item also includes all work outside the limits of construction that is necessary to demobilize and restores areas disturbed by the Contractor to their original condition including, but not limited to, pavement rehabilitation, grading, seeding, mulching, cleaning, and disposal.

**105-2 Mobilization limit.** Mobilization shall be limited to 10 percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

**METHOD OF MEASUREMENT**

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

**BASIS OF PAYMENT**

**105-6 Payment will be made under:**

Item C-105      Mobilization

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

SECTION 01030-AIRPORT PROJECT PROCEDURES

PART 1 - GENERAL

- 1.1      INTRODUCTION: This project will include Contractor operations within or near active Air Operations Areas (AOA). The Airport will conduct normal aircraft operations during the course of this project, subject to certain restrictions called out in this section or elsewhere in the specifications. Therefore, to provide for the security and safety of Airport users and the Contractor's forces, as well as to minimize interruptions to aircraft operations, the Contractor shall limit his work within the areas designated and conduct his operations as specified.
- 1.2      Any fines or assessments levied against the Sponsor as a result of unauthorized intrusions in the AOA or other violations by the Contractor's personnel or those of his subcontractors will be passed on to the Contractor. In addition, the Contractor will be subject to a fine of \$1,000.00 per incident, assessed by the Sponsor.
- 1.3      AIR OPERATION AREA (AOA) SAFETY REQUIREMENTS:
- A.      Barricades: Existing runways, taxiways and aprons outside the limits of construction shall be separated from construction areas with barricades as shown on the plans and described in Section 01530.
  - B.      Radio Communication: The Contractor shall monitor the Airport 2-way UNICOM radio frequency (121.4 MHZ) at all times during construction, and shall remain clear of the runway approach and obstacle free zones during aircraft operations. Contractor shall have a working radio as specified in Section 01510 on site at all times during construction and shall assign responsible personnel to continuously monitor the radio. The contractor will monitor Ocala CTAF 119.25 in the event of an accidental or emergency landing.
  - C.      Runway and Taxiway Closures: Only the Owner will make Closures of runways and taxiways. The Owner shall contact the appropriate FAA Flight Service Station prior to issuing the Notice-to-Proceed so that a Notice-to-Airmen (NOTAM) for runway or taxiway closure can be issued in accordance with established criteria. Construction operations within the runway or taxiway safety zone shall not begin until the Contractor receives clearance from the Owner and Engineer assuring that the adjoining runway or taxiway has been closed.
- 1.4      CONSTRUCTION SAFETY REQUIREMENTS:
- A.      General:
    - 1.      Safety Officer: The Contractor is required to employ a Safety Officer who will be the liaison between the Contractor, the Engineer and the Owner in all safety related matters for the duration of the project. The Safety Officer shall be on call 24 hours per day for emergency maintenance of airport hazard lighting, barricades, and other safety features.

2. Protection of Utilities: The Contractor shall be responsible for field marking and protecting all utilities within the construction limits.
3. Storage of Equipment, Vehicles, and Materials: All equipment, vehicles, and materials must be stored in the designated storage or staging area or in areas acceptable to the Engineer.
4. Vehicular Markings: Contractor vehicles and equipment shall be marked with checkered flags and lighted with flashing beacons to comply with requirements of FAA AC 150/5210-5D. All vehicles and equipment shall display 3' x 3' flags, orange and white "checkerboard" pattern, with the squares being 1' x 1' each. All vehicles and construction equipment working during the night shall be equipped with an amber colored rotating beacon light.
5. Construction Methods Limitation:
  - a. No open flames or burning will be allowed on Airport property except as specifically authorized by the Engineer in writing.
  - b. Stockpiled material shall be constrained in a manner to prevent displacement by jet blast, prop blast, or wind, and shall be kept to a height that will not penetrate FAR Part 77 imaginary air space.
6. Safety and Accident Protection:
  - a. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety, health, and sanitation; shall provide barricades; and shall take any other needed actions, on his own responsibility, that are reasonably necessary to protect the life and health of employees on the job, the safety of airport users, the safety of moving and parked aircraft, and other property during the performance of the work.
  - b. The Safety Officer's duties shall include accident prevention.
7. Navigational Aids: Airport navigational aid critical areas are shown on the drawings or will be indicated by the Engineer. The Contractor shall not enter these areas without the Engineer's approval.
8. FAA Advisory Circular: Except as otherwise specified, FAA AC 150/5370-2G and all its references shall be used in maintaining airport operational safety during construction. A copy of this Advisory Circular is attached.

**B. Runway and Taxiway Safety Zones:**

Limitations: When necessary, to accomplish construction in areas adjacent to runways and taxiways, the construction equipment, vehicles, and men are authorized to operate without interruption within the project limits, except within the following areas and as specified otherwise:

- a. Distance from runway centerline or runway end
  - 1) - Within **250** feet (Runway 18-36).
  - 2) - Within **75** feet (Runway 8-26).

C. Obstructions to Navigation:

1. Violation of Safety Zone Surfaces: Penetration of equipment, vehicles, materials, or men into the safety zones and approach surfaces requires the preparation and distribution of Notices to Airmen (NOTAM) in advance to the actual penetration.
2. Scheduling: When part of the work in this project is in violation of FAR Part 77, the clearance distance requirements from runway and taxiway edges shall be incorporated into the construction sequence schedule. At no time shall the construction limits of the area under construction violate the safety zones without prior notification to and approval by the Engineer.
3. Coordination and Communication: Work within and adjacent to active AOA's shall be coordinated with the Engineer prior to commencement of the activity. The construction superintendent and the resident inspector, both of which shall be in constant radio contact with ATC, shall accompany work crews in these areas.

1.5 N/A SAFETY PLANNING: The Contractor shall integrate and maintain requirements of airport operational safety into each planning and work schedule. The Contractor's Safety Officer shall continuously monitor all planning schedules and work underway for compliance to AC 150/5370-2 (Latest Edition); and shall maintain vigilance to detect areas needing attention due to oversight or altered construction activities. Airport operational safety during construction will be on the agenda at the preconstruction conference and each coordination and progress meeting.

1.6 SECURITY REQUIREMENTS: The Contractor has the responsibility for maintaining control of the access gates or any other entrance to the AOA. The Contractor may utilize a gate guard or install an automatic operated gate controller with limited access with numeric keypad. The Contractor may be required to erect temporary fencing to protect the AOA during construction. The Contractor's method of maintaining security shall be set forth in his Security Plan and shall comply with the airport's rules and regulations concerning work in the airport restricted areas. There will be no separate measurement or payment for gate guards or temporary fencing required maintaining the integrity of the AOA.

1.7 TEMPORARY RELOCATED AND DISPLACED THRESHOLDS: N/A

1.8 BARRICADES: N/A

1.9 RUNWAY AND TAXIWAY CLOSURES:

A. When a runway is required to be closed during any phase of the work and aircraft must access another runway during this period, at least one taxiway serving the air carrier apron and one taxiway serving the general aviation apron must remain open for this purpose at all times. The Contractor shall schedule his work to provide continuous access as described above. Barricades and/or closed taxiway markers shall be placed as directed by the Engineer.

- B. The Contractor shall coordinate and schedule runway closures and temporary relocation of any runway threshold with Owner through Engineer before closure is required so that Owner can issue appropriate NOTAMS.
  
- C. Runway closures shall be scheduled in advance. Contractor shall identify taxiway closures with barricades and by covering taxiway lights within the closure limits. Remove barricades and covers when no longer needed or as directed by Engineer.

**PART 2 - PRODUCTS**

- 2.1      **BARRICADES AND CLOSED RUNWAY MARKERS:** Barricades and Closed Runway Markers, when required, shall be constructed as specified in Section 01530.
  
- 2.2      **TEMPORARY RELOCATED (OR DISPLACED) THRESHOLD:**  
  
            N/A
  
- 2.3      **RUNWAY NUMBER COVERS:** N/A

**PART 3 - EXECUTION**

- 3.1      **LIMITATION OF CLOSURES:** Only the Owner will make Airfield pavement closures. The Contractor shall request the closure through the Engineer from the Owner.
  
- 3.2      **BARRICADE AND CLOSED RUNWAY MARKERS INSTALLATION:** Install barricades and closed runway markers at locations shown on the drawings and where, directed by Engineer. Anchor barricades and closed runway markers as specified in Section 01530. Maintain barricades and closed runway markers until removal is directed by Engineer. Barricade batteries shall be checked daily to insure adequate operation of the flashers during the night. Replace batteries as required. Upon removal of barricades and closed runway markers, repair any damage to pavement or surrounding area caused by barricades and closed runway markers.
  
- 3.3      **TEMPORARY RELOCATED OR DISPLACED THRESHOLD:**
  - A. Painted markings shall be applied after the runway has been closed to aircraft operations. Concurrent with the application of paint will be the placement of the barricades as shown on the plans. Edge lighting shall be adjusted as shown on the plans.
  
  - B. The Contractor shall coordinate the temporary relocation of the thresholds with the Owner and Engineer and shall not perform this work until authorized by the Engineer.

3.4 MEASUREMENT AND PAYMENT: No measurement or payment will be made for work in this section; it will be considered as incidental cost to Mobilization and other items of work.

END OF SECTION 01030

## SECTION 01035

## NIGHTTIME CONSTRUCTION OPERATIONS

## PART 1- DESCRIPTION

01035-1.1 OVERVIEW No men or equipment are permitted within the safety area of any pavement open to aircraft traffic. Therefore, work abutting or adjacent to open pavements requires closure of said pavement and strict requirements about closure procedure, work zone safety, pavement clean-up, inspection, and temporary restoration of slopes and drop offs before opening. For operationally critical areas of the airport where daytime closure is highly impactful, night work shall be required with pavements open to traffic during the day. This item establishes the requirements for the nighttime construction operations of this project.

01035-1.2 ADJACENT AREAS TO OPENED DURING THE DAY N/A

01035-1.3 ACTIVE AREAS TO BE OPENED TO TRAFFIC EACH DAY Plans sheet G1.1 and G1.2 include areas that shows sealing of Runway 18-36 . These areas are referred to as “*Night work*”. Improvements to these pavements shall be completed at night **and opened to aircraft traffic during the day**. Work generally consists of cleaning existing runway, crack repair and sealing construction. Since aircraft are not permitted to taxi on a sealed surface, operation must be completed in one night period.

01035-1.4 TIME CRITICAL AREAS Plan sheets G1.1 and G1.2 show crack repair and sealing Runway 18-36. These areas are referred to as “*24 hour closure of Runway “18-36”*” on the Phasing Plans. The **condensed schedule may require the contractor to work additional shifts, including night work**. If so, the provisions included in this section shall apply.

01035-1.5 REFERENCE DOCUMENTS

- Operational Safety on Airports During Construction-Ac 150/5370-2G.
- Airport Safety Self Inspection-Ac 150/5200-18C.
- Painting, Marking and Lighting of Vehicles Used on Airports-Ac 150/5210-5C.
- Standards for Airport Markings - Ac 150/5340 – 1M
- Federal Aviation Regulations, Part 139

## PART 2- EQUIPMENT

01035-2.1 STAND-BY EQUIPMENT. The Contractor shall have stand-by equipment at the construction site for all types of work to be performed during nighttime construction. The type and amount of stand-by equipment will be that which is necessary for completion of the work period should any piece of equipment break down, e.g. Sealing truck, sweepers, distributor truck, sawing machine, backhoes, etc. Provision shall be made for a standby asphalt production plant or sufficient storage bins to provide enough material to reopen the closed facility should the primary plant break down. Standby equipment may be used for construction to improve productivity, but the Contractor will be required to properly repair or replace broken equipment before being allowed to proceed with the next work period. Stand-by equipment shall be listed on the equipment log required by the specifications.

Provisions shall be identified for standby asphalt production plants or for sufficient hot storage bins to provide enough material to continue paving or to reopen the construction area to aircraft operations should the primary plant or plants break down. Additionally, for the remaining equipment, standby equipment should be available in the following amounts:

<u>Regular Equipment Used</u>	<u>Standby Equipment Available</u>
1 – 6 units	1 unit
7 or more units	2 units

Contractor shall provide a list of standby equipment with his bid proposal. A separate list shall be provided for off-peak (nighttime) and the continuous paving period.

Should it become necessary, for the Owner to assist the contractor with cleanup operations due to time constraints, the cost of such cleanup will be charged against the contractor and be deducted from the Contractor’s next request for monthly payment.

01035-2.2 OBSTRUCTION LIGHTING AND BARRICADES. The Contractor will be required to have on hand an ample supply of obstruction lighting and barricades to block off any intersecting taxiways, to delineate haul routes to the work site, and to control other such features of the project as directed by the Engineer.

01035-2.3 CONSTRUCTION LIGHTING. The Contractor shall provide a minimum of 10-foot candles of illumination in the work area. Highly maneuverable light plants with 1,000-watt metal halide flood lights mounted as high as aircraft, airspace and practicality will allow, shall be positioned in sufficient amounts to provide the most natural color illumination and contrast with a minimum of shadows. In addition, all paving machines, rollers, distributor trucks, haul trucks, grooving machines, and other equipment shall be equipped with flashing yellow beacons and with artificial illumination to safely light-up the area immediately surrounding their work areas. The Engineer will strictly enforce lighting requirements as sufficient light is a major factor in constructing satisfactory work during nighttime operations and in maintaining safety.

**PART- 3 WORK PROCEDURES**

01035-3.1 SUBMITTALS. Prior to commencing work on the project, the Contractor shall submit the following to the Engineer for approval:

- a. A detailed progress schedule showing the proposed schedule of work in areas to be constructed each period.
- b. A complete list of equipment and personnel to be used, including stand-by equipment.
- c. Evidence that the production plants meet the requirements of the specifications.
- d. Evidence that the amount of materials the Contractor proposes to place each work period can be supplied to the job in the time and quantity required.
- e. Experience record of the Project’s Superintendent that the Contractor proposes to place in charge of the job. The experience record should list experience in similar type of work including any nighttime or off-peak construction.

01035-3.2 INSPECTION AND TESTING. The Contractor is advised that acceptance testing of the work will take place each night, and that work will not proceed unless all tests have been recorded and approved. Daily inspection reports will be made by the inspection team and testing lab.

01035-3.3 CONSTRUCTION PREPARATION MEETINGS. Prior to each nighttime operation, the contractor shall meet with the engineer and airport operation to discuss operational readiness for the proposed work area. The discussions shall include, but not be limited to:

- a. Review of Airport issued Notice to Airmen (NOTAM).
- b. Closure limits, barricade placement
- c. Work to be performed. Materials being hauled to the jobsite
- d. Functionality of low profile barricades, light plants, lighted runway closure "X"
- e. Availability of equipment, including standby equipment and sweepers
- f. Subcontractor scheduled work, Quality control to be performed
- g. Haul routes, gate guards, escorts
- h. Method of restoration of slopes, drop offs, trench covers.
- i. Effects on Navigational Aids

01035-3.4 WEATHER. The Engineer and Owner will establish procedures for determining weather conditions under which work will not begin as scheduled. The weather forecast data as supplied by FAA and Weather Bureau will be utilized for this purpose.

01035-3.5 COMMUNICATION. The Contractor is advised that communication with the Control Tower will required at all times. Any vehicle crossing active airfield pavements shall be in direct contact with the tower. Contractor shall supply their employees with FAA approved radios and monitor ground control frequency at 121.4.

01035-3.6 SECURITY DURING CONSTRUCTION. In addition to the security requirements of the Airport, the Contractor shall provide all of his personnel and suppliers a drawing showing haul routes, restricted areas and any other details pertinent to the nighttime operation. The drawing shall contain a note which states: "ANYONE FOUND IN RESTRICTED AREAS WILL BE PROMPTLY AND PERMANENTLY REMOVED FROM THE JOB." Mark haul routes in the field with flagged stakes as detailed in the plans.

01035-3.7 ASSEMBLING OF EQUIPMENT FOR NIGHTTIME CONSTRUCTION. After checking with the Weather Bureau and the Owner, the Engineer will determine whether the work period can proceed as scheduled. The Contractor shall be sure that all equipment, including stand-by equipment, is in operating condition and ready to go. The Contractor shall assemble all personnel and equipment as close as possible to the work area. Equipment and personnel should be organized so that when notice is given, the Contractor's personnel can proceed immediately to the work area. All plants should be operating and ready to proceed with production.

01035-3.8 TIME. FAA Control Tower's time will be used as standard time for beginning and ending work each night and will also be used in assessment of nightly liquidated damages. The Contractor will be given a 9-hour time window between the hours of 2100 (9 PM) to 0600 (6:00 A.M.). This window shall be referred to as a "**WORK PERIOD**".

## PART 4- CONSTRUCTION TECHNIQUES

01035-4.1 TEST SECTIONS. Prior to beginning of the surface treatment nighttime work, the Contractor is required to construct a test section in accordance with Item P-608-R. In addition to the requirements of P-608-R, the test section shall demonstrate the adequacy of the Contractor's night work equipment and operations.

01035-4.2 TREATMENT OPERATIONS. It is essential that the full width of the runway application be placed each work period.

For newly placed pavement treatment to be opened to traffic, pavement treatment may continue up to the time which will allow the newly placed treatment to cure sufficiently to avoid damage, and the construction team and inspectors to complete their assigned tasks. These tasks include acceptance friction testing, cleaning up the construction area, and moving all materials back to the construction staging and storage area.

~~01035-4.3 TEMPORARY PAVEMENT MARKINGS. For the opening of the runway and connector taxiways at the end of the Continuous Paving Period, interim pavement markings shall be applied at 50% application rate per Spec. P-620, so they do not have to be removed prior to placing the permanent pavement markings. Glass beads are required for interim markings.~~

01035-4.5 WORK AREA CLEAN-UP. Construction debris must be totally removed from the work area prior to it becoming available for aircraft operations. Vacuums or sweepers shall be in operation during most of the work period to minimize final work area cleanup time. The Contractor shall restore the entire pavement surface, lighting block outs and any damaged markings before the pavement is reopened to air traffic. All construction materials that must be left on-site shall be located at the Contractor's staging and storage area unless otherwise authorized by the Owner. All edge lighting, guide signs and navigational aids shall be functioning in areas opened to aircraft traffic. Areas closed to aircraft operations during the day shall be barricaded and blacked out (edge lights, guide signs).

15 minutes prior to the specified opening time (see section 01035-3.8), the Contractor's Superintendent shall accompany the Engineer and Airport Operations for inspection of the work area for compliance with the provisions of this specification. This includes inspecting haul routes on airfield pavements for Foreign Object Debris (FOD). Contractor must have the necessary manpower and equipment nearby to perform any additional cleanup that may be identified during the inspection.

## PART 5- FAILURE TO OPEN ON TIME

01035-5.1 DELAYS. Due to safety and the significance of tenant operations and flight schedules and costs associated with delays or use of the primary runway's length and ILS system, it is of utmost importance the pavements scheduled to be opened during the day are opened at the precise time. In addition to Section 80-08 of the General Provisions for failure to complete the project phases within the specified contract phase duration, there shall be monetary damages associated with failure to complete night work and open traffic areas for daily daytime operations.

Pavement	Phase	Description	FOR FAILURE TO OPEN ON TIME		
			Cost per minute	Cost per minute (16-60)	Cost per hour (after first hour)
Runway 18-36	1	24 hour closure of R/W	<a href="#">See Ocala Bid Docs</a>		

**PART 6 - METHOD OF MEASUREMENT**

01035-7.1 No measurement of this item.

**PART 7- BASIS OF PAYMENT**

01035-8.1 No additional payment will be made for night work.

END OF ITEM 01035

**SECTION 01040- PROJECT COORDINATION**

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS: All contract documents and drawings apply to work of this section.
- 1.2 DESCRIPTION OF WORK: Administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:
1. Coordination and meetings.
  2. Surveys and records or reports.
  3. Limitations on use of site.
  4. Special reports.
  5. General installation provisions.
  6. Cleaning and protection.
  7. Conservation and salvage.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTIONS

- 3.1 COORDINATION AND MEETINGS:
- A. General: The Contractor shall prepare a written memorandum on required coordination activities and include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the Project site. Prepare similar memorandum for separate Contractors where interfacing of their work is required.
  - B. Preconstruction Conference: A Preconstruction Conference will be scheduled after award of Contract and prior to issuance of a Notice to Proceed. Key Project personnel representing the Prime Contractor and all major Subcontractors will be required to attend this Conference. All other parties involved with this Project, such as the Owner, Engineer, and FAA, will also be represented. All affected parties at the Preconstruction Conference will review the entire Construction Schedule carefully. The Contractor shall prepare a detailed Construction Schedule for review prior to and at the Preconstruction Conference.
  - C. Coordination Meetings: The Contractor shall hold General Project Coordination Meetings at regularly scheduled times convenient for all parties involved. These meetings may be as often as weekly if required. These meetings are in addition to specified meetings held for other purposes, such as regular Project meetings and special Pre-installation Meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire Project. Conduct meetings in a manner, which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decision or actions resulting from each meeting.

- D. Progress Meetings: Conduct progress meetings by teleconference weekly and at the project site monthly. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- E. Attendees: In addition to representatives of the Owner and Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- F. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project, and to airport operational safety during construction.
  - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be expedited; secure commitments from parties involved doing so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - 2. Other: Review the present and future needs of each entity present, including such items as:
    - a) Interface requirements.
    - b) Time.
    - c) Sequences.
    - d) Deliveries.
    - e) Off-site fabrication problems.
    - f) Access.
    - g) Site utilization.
    - h) Temporary facilities and services.
    - i) Hours of work.
    - j) Hazards and risks.
    - k) Housekeeping.
    - l) Quality and work standards.
    - m) Change orders.
    - n) Documentation of information for payment requests.
- G. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- H. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

3.2 SURVEYS AND RECORDS/REPORTS: N/A

3.3      LIMITATIONS ON USE OF THE SITE:

- A.      General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- B.      Waste Disposal: Waste materials shall be disposed of off airport property except as specified otherwise in Contract Documents.

3.4      MEASUREMENT AND PAYMENT: No measurement or payment will be made for work in this section; it will be considered as incidental cost to Mobilization and other items of work.

END OF SECTION 01040

**SECTION 01150-MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. Method of Measurement and Payment: This section supplements Section 90 of the General Provisions and establishes the method of measurement and payment for work performed under this contract.
- B. Unit Price: Except where lump sum is indicated, payment for work performed shall be made on a unit price basis in accordance with the accepted bid and the method of payment provided in the General Provisions.
- C. Related Requirements in Other Parts of the Specifications:
  - 1. Bid (Proposal)
  - 2. Agreement.
  - 3. Conditions of the Contract.
- D. Related Requirements Specified in Other Sections:
  - 1. Summary of Work - Section 01010.
  - 2. Submittals - Section 01300.
  - 3. Contract Closeout - Section 01700.
- E. Work With No Identified Payment Items: No additional payment will be made for items of work for which a separate payment item is not specified or contained in the Bid Schedule; such work shall be deemed incidental to the project and payment for said work shall be considered as included in the various unit bid prices.

1.2 APPLICATIONS FOR PAYMENT:

- A. Submittal Schedule: Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Format and Data Required:
  - 1. Submit Applications for Partial Payment on the form required by Owner with itemized data typed on 8 1/2 x 11 inch white paper continuation sheets.
  - 2. Provide itemized data on continuation sheet: Format, schedules, line items and values: Those of the Schedule of Values accepted by the Engineer.
- C. Preparation of Application for Each Progress Payment:
  - 1. Application Form:
    - a. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
    - b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
    - c. Execute certification with the signature of a responsible officer of the contract firm.

2. Continuation Sheets:
  - a. Fill in total list of all scheduled component items of work, with item number and the scheduled dollar value for each item.
  - b. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar, or as provided in the bid.
3. List each Change Order executed prior to the date of submission, at the end of the continuation sheets.
  - a. List by Change Order and description, as for an original component item of work.
    - 1) Submit Applications for Payment to Owner at the times stipulated in the Agreement.
  - b. Number: Four copies of each Application.
4. DBE Participation Report- With each pay application, submit report detailing work performed by DBE subcontractors. Use attached sheet.

D. Substantiating Data:

1. When the Owner or Engineer require substantiating data, Contractor shall submit suitable information with cover letter identifying:
  - a. Project.
  - b. Application number and date.
  - c. Detailed list of enclosures.
  - d. For stored products: Item number and identification as shown on application.
  - e. Description of specific material.
2. Submit one copy of data and cover letter for each copy of application.

E. Preparation of Application for Final Payment:

1. Fill in application form as specified for progress payments.
2. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 - Contract Closeout.

1.3 CHANGE ORDER PROCEDURES:

A. Format and Data Required:

1. Change Orders shall be prepared and submitted and will be processed in accordance with requirements of General Provisions and Funding Agency Requirements.
2. Engineer will transmit Certificate for Change to Owner and Agency for approval.
3. When Owner and Agency approval is received, Change Order will be included under next partial Application for Payment.

1.4 MEASURES AND WEIGHTS:

- A. Contractor Assistance: To aid the Owner in determining all quantities, the Contractor shall, whenever so requested, provide scales, equipment and assistance for weighing or for measuring any of the materials at no cost to the Owner.
- B. Weights and Measures: Quantities for payment will be the actual weight or actual measure, and no special or trade or so-termed customary allowances will be made, nor will any material, which is lost or misplaced, be included for payment.

- C. Use of Plan Meter: N/A
- D. Precedence of Dimensions: Figured dimensions on drawings shall take precedence over measurement by scale, and detailed working drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01150

**DBE PARTICIPATION REPORT**  
**Crack Repair and Sealing Runway 18-36**

REPORT NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_ OWNER: City of Ocala

CONTRACTOR: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ % DBE IN BID: \_\_\_\_\_ TOTAL DBE AMOUNT IN BID: \_\_\_\_\_  
 % WBE IN BID: \_\_\_\_\_ TOTAL WBE AMOUNT IN BID: \_\_\_\_\_

CURRENT PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

DBE/WBE SUBCONTRACTOR	DESCRIPTION OF WORK	DBE	WBE	SUPP- LIER	OWNER/ OPER.	SUB- CONTR.	OTHER	SUBCONTR. OR AGREE. AMNT.	EARNINGS FOR THIS PERIOD	EARNINGS TO DATE
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION AT ANY TIME.

TOTAL VALUE OF WORK PERFORMED BY PRIME CONTRACTOR TO DATE: \_\_\_\_\_  
 TOTAL DBE EARNINGS TO DATE: \_\_\_\_\_  
 TOTAL WBE EARNINGS TO DATE: \_\_\_\_\_  
 DBE % OF WORK PERFORMED TO DATE: \_\_\_\_\_  
 WBE % OF WORK PERFORMED TO DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE & TITLE

## SECTION 01300 - SUBMITTALS

## PART 1 - GENERAL

## 1.1 SUBMITTALS BY CONTRACTOR:

- A. Construction Progress Schedule.
- B. Certifications as specified in the various sections.
- C. Shop Drawings and Project Data as specified in the various sections.
- D. Miscellaneous:
  - 1. Weekly Payroll.
  - 2. EEO Reports.
  - 3. DBE Expenditure Report.
  - 4. Safety Plan Compliance Document
  - 5. Security Plan.
  - 6. Warranties and Bonds.
  - 7. QC Plan.
  - 8. Equipment Manuals
  - 9. Sales Tax Report
  - 10. Other(s) as required.

## 1.2 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Submit a CPM or linear type bar-chart schedule 7 calendar days prior to the preconstruction conference date established for the work. On the schedule, indicate a time bar for each major category or unit of work to be performed at the site, properly sequenced and coordinated with other elements of work. Show completion of the work sufficiently in advance of the date established for substantial completion of work.
- B. Phasing: Arrange schedule with notations to show how sequence of work is affected by requirements for phased completion, limitations of continued utilization, non-interrupt able services, use prior to substantial completion, site restrictions, runway and/or taxiway closures, provisions for future work, seasonal variations, environmental control, and similar provisions of total project. Phase I schedule is required at the preconstruction meeting. Each subsequent phasing schedule is required at least two weeks before the phase is to begin. Refer to other sections of the General Requirements and other contract documents for requirements.
- C. Distribution: Following the initial submittal to and response by the Engineer, print and distribute progress schedules to the Engineer in pdf format, Owner, separate contractors, principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Post copies in the project meeting room and temporary field office. When revisions are made, distribute updated issues to the same entities and post updated issues in the same locations. Delete entities from distribution when they have completed their assigned work and are no longer involved in the performance of scheduled work.

- D. Update: Contractor shall update the schedule monthly for duration of construction.

1.3 SHOP DRAWINGS AND PRODUCT DATA:

- A. Scope: Submit shop drawings, certifications, and product data for all products to be incorporated in the work.
- B. Shop Drawings Shall:
  - 1. Be original drawings, prepared by the Contractor, subcontractor, supplier, or distributor, which illustrate some portion of the work, showing fabrication, layout, setting, or erection details.
  - 2. Be prepared by a qualified detailer.
  - 3. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
  - 4. Be sheet size 24 in. x 36 in.
  - 5. Be reproduced for submittals on opaque diazole prints or blueprints.
- C. Product Data Shall:
  - 1. Include manufacturer's standard schematic drawings. The Contractor shall:
    - a. Modify drawings to delete information, which is not applicable to project.
    - b. Supplement standard information to provide additional information applicable to project.
  - 2. Include manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. The Contractor shall:
    - a. Clearly mark each copy to identify pertinent materials or products.
    - b. Show dimensions and clearances required.
    - c. Show performance characteristics and capacities.
- D. The Contractor Shall:
  - 1. Be responsible for all submittals.
  - 2. Review shop drawings and product data prior to submission
  - 3. Verify:
    - a. Field measurements.
    - b. Field construction criteria.
    - c. Catalog numbers and similar data.
  - 4. Coordinate each submittal with the requirements of the work and of the Contract Documents.
  - 5. Notify the Engineer, in writing at time of submission, of deviations in submittals from requirements of the Contract Documents.
  - 6. Begin no work, which requires submittals until the return of submittals with the Engineer's stamp and initials or signature indicating review.
  - 7. After the Engineer's review, distribute copies.
- E. Contractor's Responsibilities:
  - 1. Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer's review of submittals.
  - 2. Contractor's responsibility for deviations in submittals from requirements of the Contract Documents is not relieved by the Engineer's review of submittal unless the Engineer gives written acceptance of specific deviations.

- F. Submission Requirements Include:
1. The shop drawings shall be submitted in sufficient time to allow discussion and correction prior to beginning the work. Work shall not be performed nor materials ordered prior to the review of the drawings except at the Contractor's risk.
  2. Submit pdf copies of all shop drawings after which a copy will be returned for correction or marked reviewed as noted. Any drawings returned for correction must be resubmitted with same number of copies as required above.
  3. All submittals must be accompanied by a transmittal letter, in duplicate, containing:
    - a. Date.
    - b. Project title and number.
    - c. Contractor's name and address.
    - d. The number of each shop drawing and product data submitted.
    - e. Notification of deviations from Contract Documents.
    - f. Other pertinent data.
  4. Submittals shall include the following, as applicable:
    - a. Date and revision dates.
    - b. Project title and number.
    - c. The names of:
      - 1) Engineer.
      - 2) Contractor.
      - 3) Subcontractor.
      - 4) Supplier.
      - 5) Manufacturer.
      - 6) Separate detailer when pertinent.
    - d. Identification of product or material.
    - e. Relation to adjacent structure or materials.
    - f. Field dimensions clearly identified as such.
    - g. Specification item or section number.
    - h. Applicable standards, such as ASTM number or Federal Specification.
    - i. A blank space, 5 in. x 5 in., for the Engineer's stamp.
    - j. Identification of deviations from the Contract Documents.
    - k. Contractor's stamp, initialed or signed, certifying Contractor's review of submittal, verification of field measurements, and compliance with Contract Documents.
- G. Resubmission Requirements Include:
1. Revision of initial drawings as required, and resubmittal as specified for initial submittal.
  2. An indication on the drawings of any changes, which have been made, other than those requested by the Engineer.
  3. On product data resubmittals, include new data as required for initial submittal.
- H. Distribution to Others: After review and approval, the Contractor shall distribute copies of shop drawings and product data which carry the Engineer's stamp to others as may be required.
- I. Shop Drawings and Product Data:
1. Submit notarized certifications cosigned by manufacturer/supplier and Contractor for:
    - a. Fencing components.
    - b. Structural concrete materials.
    - c. All other products as required by the drawings, specifications, and Engineer.
  2. Submit shop drawings and product data for:
    - a. Concrete and mix designs.
    - b. All other products as required by the drawings, specifications, and Engineer.

1.4 MISCELLANEOUS:

- A. **Equipment Manual:** Prepare an Installation, Operation, and Maintenance Manual for all installed items as a part of this contract. This manual shall be a vinyl notebook or pdf with ring bound compilation of manufacturers' instructions and maintenance manuals. Prepare this manual, marking out sections, which do not apply, and present four (4) copies to the Owner through the Engineer after the final inspection is complete. Final payment will not be processed until the Owner has received and accepted the Manual.
  
- B. **Weekly Payrolls:**
  - 1. In accordance with Section 120 of the General Provisions submit certified weekly payrolls for prime contractor and all subcontractors working at project site.
  - 2. Submit payrolls no later than 7 calendar days after pay period. Payrolls will be considered current if received within 10 calendar days after last workday of payroll workweek. A workweek is the seven-day period between midnight Sunday and midnight the following Sunday.
  - 3. The Contractor is responsible for submission of payrolls by his subcontractors.
  - 4. Submit a typed summary sheet with each payroll submission listing by week when contractor and each subcontractor worked at site.
  - 5. A payroll submission is only required for weeks when Contractor or subcontractor is actually working at the site.
  
- C. **EEO Reports:**
  - 1. Contractor shall submit Monthly Employment Utilization Report and Annual EEO-1 Report to the appropriate Federal Labor Area Office in accordance with Section 120 of the General Provisions. Submit copy of submittal to Owner for his records.
  - 2. Prime Contractor shall insure that all his first-tier subcontractors submit these reports and shall submit a sworn statement to Owner monthly certifying that all subcontractor reports have been submitted as required.
  
- D. **DBE Expenditure Reports:** With each application for payment, the Contractor shall submit his DBE expenditure report indicating the name, date and amount disbursed to his DBE subcontractors for the period as well as for the project to date expenditure.
  
- E. **Security Plan:** At preconstruction conference, submit for approval proposed security plan describing specifically how security will be maintained at each access point and work area by Contractor's forces.
  
- F. **Safety Plan Compliance Document (SPCD) -** The SPCD details how the contractor will comply with the Construction Safety and Phasing Plan (CSPP). The document indicates how the contractor will comply with the CSPP and provides details that cannot be determined before contract award. The SPCD must include a certification statement by the contractor that indicates it understands the operational safety requirements of the CSPP and it asserts it will not deviate from the approved CSPP and SPCD unless written approval is granted by the airport operator. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed.
  
- G. **Warranties and Bonds:** Submit as specified in Section 01740.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 REQUIREMENTS:

- A. Material, Equipment, and Products Incorporated into the Work shall conform to applicable specifications and standards; shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer; and shall not be used for any purpose other than that for which it is designed or is specified.
- B. Manufactured and Fabricated Products shall be designed, fabricated, and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gages, to be interchangeable. Products shall be suitable for service conditions. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless Engineer specifically approves variations in writing.
- C. Related Requirements in Other Parts of the Project Manual: Conditions of the Contract.
- D. Standardization: Unless otherwise approved by the Engineer, items and equipment of a similar type and function shall be furnished by one manufacturer to standardize on replacement parts, service calls, operation and maintenance matters, and to avoid a division of responsibility among several manufacturers.
- E. A single supplier shall be used on principal items of equipment and systems where one or more components are not manufactured by the principal supplier; this is required to place performance and service responsibilities for the entire unit or system with only one supplier or manufacturer.

1.2 PRODUCTS SUBSTITUTIONS AND OPTIONS:

- A. Products List: Contractor shall submit a complete list of products to be incorporated into the work (with the name of the installing contractor) at the Preconstruction Conference required by these specifications.
- B. Contractor's Options:
  - 1. For products specified only by reference standard, select any product meeting that standard.
  - 2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
  - 3. Airport lighting equipment covered by FAA specifications require certification under the Airport Lighting Equipment Certification Program described in Advisory Circular 150/5345-53, latest edition. Select equipment from the Certified Airport Lighting Equipment list appended to the Advisory Circular. An updated list is published biannually.

- C. **Product Substitutions:** Contractor shall submit, prior to the Preconstruction Conference, all requests for product substitutions. No requests for substitutions will be accepted from manufacturers or suppliers.

Submit a separate written request for each product, supported with complete data, with drawings and samples as appropriate, including:

1. Comparison of the qualities of the proposed substitution with that specified.
2. Changes required in other elements of the work because of the substitution.
3. Effect on the construction schedule.
4. Cost data comparing the proposed substitution with the product specified.
5. Any required license fees or royalties.
6. Availability of maintenance service, and source of replacement materials.

Engineer shall be the judge of the equality and acceptability of the proposed substitution. If Engineer determines the proposed substitute product is not "equal" to the specified product, the Contractor must provide the specified product, subject to Engineer's shop drawing review and approval.

No further requests for substitutions will be considered after Preconstruction Conference.

- D. **Contractor's Representation:** A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
  2. Will provide the same warranties or bonds for the substitution as for the product specified.
  3. Will coordinate the installation of an accepted substitution into the work and make such other changes as may be required to make the work complete in all respects.
  4. Waives all claims for additional costs, under his responsibility, which may subsequently.
- E. **Engineer's Review:** Engineer will review requests for substitutions with reasonable promptness and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

### 1.3 MANUFACTURER'S INSTRUCTIONS:

- A. **Printed Instructions:** When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including copies to Engineer. Maintain one set of complete instructions at the job site during installation and until completion and acceptance.
- B. **Strict Compliance:** Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instruction, consult with Engineer for further instructions. Do not proceed with work without clear instructions.
- C. **Complete Compliance:** Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.4      TRANSPORTATION AND HANDLING:

- A.      Deliveries: Contractor shall arrange deliveries of products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible. Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and approved submittals, and that products are properly protected and undamaged.
- B.      Handling: Provide equipment and personnel to handle products by methods to prevent soiling or damage of products or packaging.

1.5      STORAGE AND PROTECTION:

- A.      Storage: Store products in accord with manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by the elements in weather tight enclosures. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B.      Exterior Storage: Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

- C.      Storage Inspection: Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D.      Protection After Installations: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

SECTION 01700-CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 REQUIREMENTS:

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedures in closing out the work.
- B. Related requirements in other parts of the Project Manual including fiscal provisions, legal submittals and additional administrative requirements: Conditions of the contract.
- C. Related requirements specified in other sections:
  - 1. Closeout submittals required of trades: The respective sections of specifications.
  - 2. Warranties and Bonds: Section 01740.

1.2 SUBSTANTIAL COMPLETION: The conditions and procedures for inspection and Contractor's, Engineer's and Owner's responsibilities pertaining to substantial completion are as specified in the General Provisions and in the Supplementary Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL INSPECTION: Shall be in accordance with conditions and procedures outlined in the Contract Documents. When Engineer finds that the work is acceptable under the Contract Documents, he will request required Contractor's Closeout Submittals.

3.2 REINSPECTION FEES: Should Engineer perform re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor, the Owner will compensate Engineer for such additional services. The Owner will deduct the amount of such compensation from the final payment due the Contractor.

3.3 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:

- A. Evidence of compliance with requirements of governing authorities: Certificates of Inspection.
- B. Warranties and Bonds: Conform to requirements of Section 01740.
- C. Evidence of payment and release of liens: To requirements of General Provisions and Supplementary Conditions.
- D. Certificates of Insurance for products and completed operations.

E. Once the Engineer has determined the work is acceptable under the Contract Documents, he will furnish the Contractor appropriate number of copies of the following forms, copies of which are attached:

1. Contractor Warranty Form
2. Affidavit of Payment
3. Affidavit of Release of Liens
4. Final Waiver of Lien
5. Consent of Surety for Final Payment
6. Final DBE Participation Report

3.4 PAYMENT: No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01700

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by \_\_\_\_\_ to furnish labor and materials for the City of Ocala work, under a contract for the improvement of property described as Ocala International Airport Crack Repair and Sealing Runway 18/36 in the City of Ocala County of Marion, State of Florida of which the City of Ocala is the Owner,

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

\_\_\_\_\_  
CONTRACTOR (Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate seal here)

\_\_\_\_\_  
TITLE

AFFIDAVIT OF RELEASE OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by \_\_\_\_\_ to furnish labor and materials for City of Ocala work, under a contract for the improvement of property described as Ocala International Airport Crack Repair and Sealing Runway 18/36 in the City of Ocala County of Marion, State of Florida of which the City is the Owner,

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

\_\_\_\_\_  
SUBCONTRACTOR (Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate seal here)

\_\_\_\_\_  
TITLE

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by \_\_\_\_\_ to furnish labor and materials for City of Ocala work, under a contract for the improvement of property described as Ocala International Airport Crack Repair and Sealing Runway 18/36 in the City of Ocala County of Marion, State of Florida of which the City is the Owner,

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

for and in consideration of the sum of \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

\_\_\_\_\_  
CONTRACTOR (Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate seal here)

\_\_\_\_\_  
TITLE

CONTRACTOR WARRANTY FORM

Project Name Crack Repair & Sealing Runway 18/36

Location Ocala International Airport

Owner City of Ocala

We, **CONTRACTOR**, Contractor for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on

\_\_\_\_\_  
(Date of Substantial Completion Affixed by Engineer)

and expires on :

\_\_\_\_\_  
(One Year From Commencement Date)

This warranty covers that portion of the project described below:

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR (Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate seal here)

\_\_\_\_\_  
TITLE



**SECTION 01740-WARRANTIES AND BONDS**

PART 1 - GENERAL

1.1      GENERAL REQUIREMENTS:

- A.      Contractor shall:
  - 1.      Compile specified warranties and bonds.
  - 2.      Compile specified service and maintenance contracts.
  - 3.      Co-execute submittals to verify compliance with Contract Documents.
  - 4.      Review submittals to verify compliance with Contract Documents.
  - 5.      Submit to Engineer for review and transmittal to Owner.
  
- B.      Related requirements in other parts of the Project Manual:
  - 1.      Bid Bonds: Instructions to bidders.
  - 2.      Performance Bond and Payment Bond: Conditions of the contract.
  - 3.      General warranty of construction: Conditions of the contract.
  
- C.      Related requirements specified in other sections:
  - 1.      Warranties and Bonds required for specific products: Each respective section of specifications.
  - 2.      Provisions and duration of Warranties and Bonds: The respective section of specifications, which specifies the product.
  - 3.      Contract closeout: Section 01700
  - 4.      Equipment Manuals: Section 01300

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1      SUBMITTAL REQUIREMENTS:

- A.      Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
  
- B.      Number of original signed copies required: Two (2) each.
  
- C.      Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1.      Product or work item.
  - 2.      Firm, with name of principal, address, and telephone number.
  - 3.      Scope.
  - 4.      Date of beginning of warranty, bond, or service and maintenance contract.
  - 5.      Duration of warranty, bond, or service and maintenance contract.
  - 6.      Provide information for Owner's personnel:
    - a.      Proper procedure in case of failure.
    - b.      Instances, which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address, and telephone number.

3.2 TIME OF SUBMITTALS:

- A. Submit within ten (10) days after date of substantial completion, and prior to final request for payment.
- B. For items of work where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.

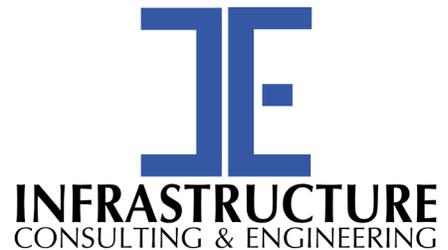
3.3 SUBMITTALS REQUIRED: Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of specifications.

3.4 PAYMENT: No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01740

# TECHNICAL SPECIFICATIONS

PREPARED BY:



**BID DOCUMENTS**  
CRACK REPAIR &  
SEALING RUNWAY 18/36  
AT OCALA INT. AIRPORT

Item P-101

Preparation/Removal of Existing Pavements

DESCRIPTION

**101-1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

**101-2** All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

~~**101-3.1 Removal of existing pavement.**~~

~~The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.~~

~~**a. Concrete pavement removal.** Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of [\_\_\_\_]. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.~~

~~The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.~~

~~**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site, it shall be broken to a maximum size as designated by the Airport Owner.~~

~~**c. Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.~~

**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm).-If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater

than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed 1/4 inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

~~101-3.3 Removal of Foreign Substances/contaminates prior to [ overlay ] [ seal coat ] [ remarking ].~~ Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

~~may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.~~

~~Removal of foreign substances shall not proceed until approved by the RPR. Water used for high pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.~~

#### ~~101-3.4 Concrete spall or failed asphaltic concrete pavement repair.~~

~~a. Repair of concrete spalls in areas to be overlaid with asphalt.~~ The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

~~b. Asphalt pavement repair.~~ The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

~~101-3.5 Cold milling.~~ Milling shall be performed with a power operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

~~a. Patching.~~ The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1 foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

~~**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of [ 7 ] feet [ 2 ] m and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport.~~

~~**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.~~

**101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.** Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

**a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

**b.** Repair joints and cracks in accordance with paragraph 101-3.2.

**c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer

**d.** Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

**101-3.7 Maintenance.** The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

**101-3.8 Preparation of Joints in Rigid Pavement prior to resealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

**101-3.8.1 Removal of Existing Joint Sealant.** All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

**101-3.8.2 Cleaning prior to sealing.** Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

**101-3.8.3 Joint sealant.** Joint material and installation will be in accordance with [ Item P-605 ] ~~[ Item P-604 ]~~.

**101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.



Advisory Circulars (AC)

AC 150/5380-6

Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690

Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

**END OF ITEM P-101**

## Item P-605

## Joint Sealants for Pavements

## DESCRIPTION

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

## MATERIALS

**605-2.1 Joint sealants.** Joint sealant materials shall meet the requirements of [ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements](#)

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

[Joint material shall have a 5 year warranty.](#)

**605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be  $25\% \pm 5\%$  larger in diameter than the nominal width of the joint.

**605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least  $5^{\circ}\text{F}$  ( $3^{\circ}\text{C}$ ) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

## CONSTRUCTION METHODS

**605-3.1 Time of application.** Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be  $50^{\circ}\text{F}$  ( ~~$10^{\circ}\text{C}$~~ ) and rising at the time of application of the **poured joint sealing material. Do not apply sealant if moisture is observed in the joint.**

**605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, [10] days prior to use on the project.

**a. Tractor-mounted routing tool.** Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to

remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

~~**b. Concrete saw.** Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.~~

**c. Sandblasting equipment.** The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

**d. Waterblasting equipment.** The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**e. Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

**f. Hot-poured sealing equipment.** The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

**605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**a. Sawing.** All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

**b. Sealing.** Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting, tractor-mounted routing equipment, ~~†concrete saw†~~ and waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be

accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

**c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

**d. Bond-breaking tape.** Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

**605-3.4 Installation of sealants.** Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (~~15 m~~) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to [ 1/8 ] [ 1/4 ] inch (~~3~~ ~~6~~ mm) ±1/16 inch (~~2 mm~~) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

**605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

**605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

#### METHOD OF MEASUREMENT

**605-4.1** Joint sealing material shall be measured by the ~~gallon (liter)~~ ~~pound (kg)~~ ~~linear foot (meter)~~ of sealant in place, completed, and accepted.

#### BASIS OF PAYMENT

**605-5.1** Payment for joint sealing material shall be made at the contract unit price per ~~gallon (liter)~~ ~~pound (kg)~~ ~~linear foot (meter)~~. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

~~Item P-605-5.1 Joint Sealing Filler, [ per gallon (liter) ] [ per pound (kg) ] [ per linear foot (meter) ]~~

Refer to Bid schedule for Basis of Pavement.

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

- ASTM D789 Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
- ASTM D5249 Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
- ~~[ ASTM D5893 Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements ]~~
- [ ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt ]
- ~~[ ASTM D7116 Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Types for Portland Cement Concrete Pavements ]~~

Advisory Circulars (AC)

- AC 150/5340-30 Design and Installation Details for Airport Visual Aids

**END ITEM P-605**

**Item P-608-R**

**Rapid Cure Seal Coat**

**DESCRIPTION**

**608-R-1.1** This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for ~~taxiways and runways~~ with the application of a **suitable aggregate** to maintain adequate surface friction; and airfield secondary and tertiary pavements including ~~Displaced Threshold, Blast Pads, Stopways aprons shoulders, overruns, roads, parking areas,~~ and other general applications with ~~or without~~ aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt -means natural and refined asphalt materials in this specification.

**MATERIALS**

**608-R-2.1 Aggregate.** The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have 100% fractured faces, SiO2 content of 55% minimum, CaO of 3% max, with a sand equivalent greater than 85 and a Mohs hardness of 7 or greater. Additional characteristics as outlined in the following table(s). The Contractor shall submit specialty aggregate manufacturer’s technical data and the specialty aggregate manufacturer’s certification indicating that the specialty aggregate meets the requirements of the specification to the RPR prior to start of construction. The aggregate must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136:

**Aggregate Material Gradation Requirements**

Sieve Designation	Percentage by Weight Passing Sieves
No. 8	100
No. 14	98-100
No. 16	85-100
No. 30	15-45
No. 50	0-8
No. 70	0-2

**Aggregate Characteristics**

Test	Standard	Range
Micro-Deval	ASTM D7428	15% max
Magnesium Sulfate Soundness	ASTM C88	2% max
Aggregate Angularity	ASTM C1252 – Test Method A	45% min
Moisture Content (%)	ASTM C566	2% max
Bulk Dry Specific Gravity	ASTM C128	2.6 – 3.0
Absorption (%)	ASTM D2216	3% max
Mohs Hardness	Mohs Scale	7 min

The Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. The Contractor’s certification may be subject to verification by testing the material delivered for use on the project.

**608-R-2.2 Asphalt material.** The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement, and have a 5-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

**Properties for Asphalt Sealing Material**

Properties	Specification	Limits
Kinematic Viscosity at 140°F (60°C)	ASTM D4402	10-30 cSt
Percent Residue by Distillation	ASTM D402	30-45%

**Tests on Residue from Distillation**

Properties	Specification	Limits
Penetration at 77°F (25°C)	ASTM D5	2-12 dmm
Softening Point	ASTM D36	180-200
Solubility in 1,1,1 Trichloroethylene	ASTM D2042	99% min.
HCl Precipitation Value		18-25

The Contractor shall provide a copy of the manufacturer’s Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer’s facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. The COA shall be provided to and approved by the RPR before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations due to the flammability of the material; avoid sparks and open flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

**608-R-2.3 Seal Coat with Aggregate.** The Contractor shall submit friction test data from at least two (2) airport projects identified under 608-R-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (~~65 or 95 km/h~~) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

**COMPOSITION AND APPLICATION RATE**

**608-R-3.1 Application Rate.** The approximate amounts of materials per square yard (~~square meter~~) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer’s representative for control strip evaluations, and approved by the RPR from the test area/sections evaluation.

**Application Rate**

<b>Dilution Rate</b>	<b>Quantity of Sealer gal/yd<sup>2</sup> (<del>l/m<sup>2</sup></del>)</b>	<b>Quantity of Aggregate lb/yd<sup>2</sup> (<del>kg/m<sup>2</sup></del>)</b>
N/A	0.08-0.15 ( <del>0.36-0.68</del> )	0.40-0.50 ( <del>0.11-0.22</del> )

**608-R-3.2 Control areas and control strips.** A qualified manufacturer’s representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by the RPR.

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

**a. For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor’s manufacturer’s representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

**b. For runway and high-speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet (90 m) long by 12 feet (~~3.6 m~~) wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

**c. Control strip.** If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

## CONSTRUCTION METHODS

**608-R-4.1 Worker safety.** The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by the Contractor.

**608-R-4.2 Weather limitations.** The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four (4) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F (14°C) and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

**608-R-4.3 Equipment and tools.** The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

**a. Pressure distributor.** The sealer shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined

flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute). The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot (~~3.7 m~~), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (~~0.15 to 0.80 liters per square meter~~). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.

**c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

**d. Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

**608-R-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

**[a. New asphalt pavement surfaces.** Allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface. A period of at least 30 days at 70°F (21°C) daytime temperatures should elapse between the placement of a hot mixed asphalt concrete surface course and the application of the surface treatment.

Perform a water-break-free test to confirm that the surface oils have degraded and dissipated. (Cast approximately one gallon (4 liters) of clean water out over the surface. The water should sheet out and wet the surface uniformly without crawling or showing oil rings.) If signs of crawling or oil rings are apparent on the pavement surface, additional time must be allowed for additional curing and retesting of the pavement surface prior to treatment.]

**608-R-4.5 Application of asphalt sealer.** The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70°F to 90°F, but depending on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F.

Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to the Owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

***Caution.** Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is the Contractor's responsibility to understand and adhere to these standards in regards to staying within the recommended application temperatures of this material and at all times during production.*

**608-R-4.6 Application of aggregate material.** Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

## QUALITY CONTROL (QC)

**608-R-5.1 Manufacturer's representation.** The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

**608-R-5.2 Contractor qualifications.** The Contractor shall provide the RPR with the seal coat Contractor’s qualifications for applicators, personnel and equipment. The Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three (3) applications similar to this project in the past two (2) years.

**MATERIAL ACCEPTANCE**

**608-R-6.1 Application rate.** The rate of application of the asphalt emulsion shall be verified at least twice per day.

**608-R-6.2 Friction tests.** Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline. The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

**METHOD OF MEASUREMENT**

**608-R-7.1 Asphalt surface treatment.** The quantity of asphalt surface treatment shall be measured by the square yards ~~+square meters+~~ of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

**BASIS OF PAYMENT**

**608-R-8.1** Payment shall be made at the contract unit price per square yard ~~+square meter+~~ for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, ~~+including the friction testing and all work required to meet AC 150/5320-12,+~~ and any costs associated with furnishing a qualified manufacturer’s representative to assist with control strips.

**608-R-8.2** Payment shall be made at the contract unit price per lump sum for friction testing and all work required to meet AC 150/5320-12.

Payment will be made under:

- Item P-608-R-8.1 Rapid Cure Seal Coat – per square yard
- Item P-608-R-8.2 Runway Friction Testing – per lump sum

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C128	Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM C1252	Standard Test Methods for Uncompacted Void Content of Fine Aggregate
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D36	Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
ASTM D402	Standard Test Method for Distillation of Cutback Asphalt
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D6433	Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
ASTM D6997	<u>Standard Test Method for Distillation of Emulsified Asphalt</u>
ASTM D7428	Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements
AC 150/5380-7	Airport Pavement Management Program (PMP)

**END OF ITEM P-608-R**

"General Decision Number: FL20210176 01/01/2021

Superseded General Decision Number: FL20200176

State: Florida

Construction Type: Highway

County: Marion County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* SUFL2013-037 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 12.15	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.79	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 12.68	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.82	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.95	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.11	0.00
LABORER: Common or General.....	\$ 9.63	0.00
LABORER: Flagger.....	\$ 12.02	0.00
LABORER: Grade Checker.....	\$ 13.52	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 13.94	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.00	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.70	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.38	0.00
OPERATOR: Bulldozer.....	\$ 15.74	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00

OPERATOR: Crane.....	\$ 20.38	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 14.13	0.00
OPERATOR: Drill.....	\$ 14.71	0.00
OPERATOR: Forklift.....	\$ 11.63	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
OPERATOR: Loader.....	\$ 12.00	0.00
OPERATOR: Mechanic.....	\$ 16.68	0.00
OPERATOR: Milling Machine.....	\$ 14.06	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.90	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 13.76	0.00
OPERATOR: Tractor.....	\$ 9.52	0.00
OPERATOR: Trencher.....	\$ 19.99	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.32	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.32	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

TRUCK DRIVER: Lowboy Truck.....	\$ 15.64	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.42	0.00

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

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

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

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

Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

"

# CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

FOR

## CRACK REPAIR AND SEALING RUNWAY 18/36

AT

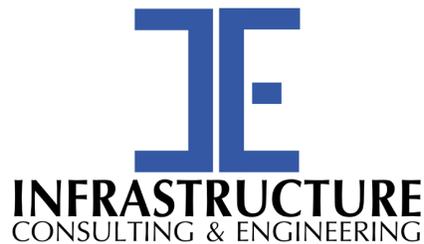


FAA AIP Project No. 3-12-0055-030-2021  
FDOT FM No.

FOR

## CITY OF OCALA, FLORIDA

PREPARED BY:



5550 W. Idlewild Avenue, Suite 115  
Tampa, Florida 33634

FL Certificate of Authorization No. 30862

MAY 2021

TABLE OF CONTENTS

CONSTRUCTION SAFETY AND PHASING PLAN  
For  
CRACK REPAIR AND SEALING RUNWAY 18/36  
at  
OCALA INTERNATIONAL AIRPORT

1.	Introduction.....	3
2.	Project Description.....	3
3.	Coordination .....	3
4.	Phasing.....	4
5.	Areas and Operations Affected By Construction Activities.....	4
6.	Protection of Navigation Aids (NAVAIDS).....	4
7.	CONTRACTOR ACCESS .....	4
8.	Wildlife Management.....	5
9.	Foreign Object Debris (FOD) Management.....	5
10.	Hazardous Materials (HAZMAT) Management.....	5
11.	Notification of Construction Activities .....	5
12.	Inspection Requirements .....	6
13.	Underground Utilities.....	6
14.	Penalties.....	6
15.	Special Conditions.....	6
16.	Runway and Taxiway Visual Aids.....	6
17.	Marking and Signs FOR ACCESS Routes.....	7
18.	Hazard Marking and Lighting.....	7
19.	Protection of Runway and Taxiway Safety Areas and Object Free Areas.....	7
20.	Other Limitations on Construction.....	8

APPLICABLE DOCUMENTS INCORPORATED BY REFERENCE (<https://www.faa.gov/>):

FAA AC 150/5370-2G – Operational Safety on Airports During Construction

FAA AC 150/5210-5D – Painting, Marking, and Lighting of Vehicles used on Airports

FAA AC 150/5200-18C – Airport Safety Self Inspection

Plan Sheet G1.1 to G1.3 – Construction Safety and Phasing Plan Notes

Plan Sheet C1.1 and C1.2 – Project Layout Plan

Plan Sheet G2.1 – General Notes

**CONSTRUCTION SAFETY AND PHASING PLAN**

**For**

**CRACK REPAIR AND SEALING RUNWAY 18/36**

**At**

**OCALA INTERNATIONAL AIRPORT**

**1. INTRODUCTION**

This Construction Safety and Phasing Plan (CSPP) has been prepared as a supplement to the contract documents for the Runway 18-36 Rehabilitation Crack Repair and Seal Coat project at the Ocala International Airport to set forth requirements for operational safety during the construction phase of the project. The contractor is required to become familiar with and follow the procedures set forth in this plan. **In addition, the contractor must, after reviewing the CSPP and prior to receiving a Notice to Proceed (NTP), prepare a Safety Plan Compliance Document (SPCD) in accordance with FAA AC 150/5370-2F – Operational Safety on Airports During Construction, found at the link [https://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150\\_5370\\_2f.pdf](https://www.faa.gov/documentLibrary/media/Advisory_Circular/150_5370_2f.pdf), describing how the contractor will comply with the CSPP.**

**2. PROJECT DESCRIPTION**

The construction operations intended for this project at the Ocala International Airport (OCF) are along Runway 18-36. A seal coat is required to limit the iron oxide from the aggregate and rust surface water flow affecting the white edge markings. It shall also serve to rejuvenate and slow the raveling of existing pavement and provide a black surface for pilot visibility. A crack seal program will be employed before sealing. Sealcoating protects and prolongs the life expectancy of asphalt pavement by filling surface damage and providing a protective layer to keep out damaging UV rays, fluids, and water. A fresh seal coat application enhances the appearance of runway asphalt. The limits of the project area are identified in Appendix A, See Sheet C1.1 and C1.2 – Project Layout Plan. Project duration is 14 days. All work shall be performed at night while the runway and the airport are closed.

**3. COORDINATION**

- a. Kickoff Meeting: Prior to starting work, a kickoff meeting will be held with the contractor, employees, and sub-contractors to review the important elements of safety and operations on an active airport.
- b. Contractor Progress Meetings: Progress meetings shall be held on a weekly basis at the airport at which operational schedule will be discussed. Additional meetings will be held when requested by the Owner of the Contractor. The contractor's project manager and site superintendent shall be present at a minimum. Representatives of subcontractors and the Engineer will be asked to attend when the contractor feels their presence is needed or when the Owner requests their attendance.
- c. Scope or Schedule Changes: Proposed scope and/or schedule changes will be discussed at each progress meeting along with their impact on the CSPP and the need to revise the CSPP.

- d. FAA ATO Coordination: A representative of the FAA Air Traffic Control Tower (ATCT) will be invited to attend all progress meetings. The ATCT representative will be notified of all changes to schedule and upcoming NOTAMS.

**4. PHASING**

Contractor shall be permitted to phase the construction in a manner that suites him, provided the progresses sequentially and control is maintained of forces by the site superintendent.

**TABLE 1 – OPERATIONS EFFECTS**

Project	Ocala International Airport Runway 18-36 Rehabilitation
<b>Scope of Work</b>	Crack Repair and Sealing
<b>Description of Work</b>	Issue NOTAMS closing runway 18-36 and runway 8-26. turn off all airfield lighting, Place lighted "x" closure on runway 18-36 and yellow tarp closure "x's" on Runway 8-26. Place barricades and seal cracks, sealcoat runway 18-36, turn on Airfield lighting, cancel NOTAMS, open both runways.
<b>Impact</b>	Airport will be closed to all takeoff and landing operations.
<b>Runway 18-36</b>	Closed 9pm to 6am
<b>Runway 8-26</b>	Closed 9pm to 6am

**5. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITIES**

These areas are shown on the Project Layout Plan and Phasing Plan of the construction drawings. Airport tenants will be briefed on the phasing plan and NOTAMS will be issued prior to runway closures if necessary. No work will occur within a Runway Object Free Zone (ROFZ) without prior closure of the affected runway. There are no permanent structures included in this project that penetrate the FAR Part 77 airspace other than Taxiway guidance signs mounted on frangible bases.

**6. PROTECTION OF NAVIGATION AIDS (NAVAIDS)**

The ILS, PAPI's, VORTAC and other navigational aids are located outside of the work and movement areas. Marking of utilities will be performed by sunshine one call and where the service does not provide locates, airport and City staff will assist with as-built information.

**7. CONTRACTOR ACCESS**

- a. Contractor access will be provided from Gate 15 at the south end of the airport and/ or Gate 5 at the south end of the airport.
- b. Contractor's employee vehicles will be permitted to park at the staging area near Gate 15.
- c. Radio Communications: The contractor will monitor Ocala CTAF 119.25 in the event of an accidental or emergency landing.

**8. WILDLIFE MANAGEMENT**

There are no wildlife issues at the airport that this project will affect. The following wildlife attractant mitigation procedures are in place:

- a. The contractor will be required to immediately collect and dispose of any food scraps from construction personnel activity.

**9. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT**

The contractor will be required to continuously clear the project site of any and all debris capable of being blown by wind onto active airfield areas. Any debris or dirt from the project site deposited on any airfield pavement shall be cleaned immediately by a motor driven sweeper or vacuum, which the contractor is required to have onsite at all times. Sweepers must be equipped with non-metallic bristles. A program of regular airfield pavement inspection shall be planned by the contractor and conducted with the Airport Director and the Engineer. The contractor shall utilize a water truck for the purpose of controlling dust, if warranted.

**10. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT**

The contractor will not be required or allowed to bring hazardous materials onsite and will not be required to provide a plan for the management of such materials.

The contractor will be required to file with the FDEP a Notice of Intent (NOI) to use discharges for large and small construction projects.

**11. NOTIFICATION OF CONSTRUCTION ACTIVITIES**

- a. The Owner shall maintain and distribute a list of responsible representatives/points of contacts with phone numbers and e-mail addresses. For the Owner this shall include the Airport Director, Operations Manager, and Engineer. Contacts from the Contractor will include the Project Manager, Site Superintendant, Safety Officer, and any subcontractor representatives. It will also include representatives from the FAA ADO office, and the Engineer of Record. As required in Section 01030 "Airport Project Procedures" the Contractor's Safety Officer shall be on call 24 hours a day for emergency maintenance of airport hazard lighting, barricades, and other safety features.
- b. Notices to Airmen (NOTAM's) are required. Runway closure 9 PM- 6 AM. Contractor shall be required to finish all work, clean the site of FOD and have runway ready for aircraft by 6 AM. Actual opening of runway will be 7 AM which will allow time for inspection by airport staff and removal of barricades, lighted X's, etc. All asphalt material (seal coat, crack filler) shall be fully cured by deadline.
- c. The contractor will need to call 911 and the Airport Operations Manager or Director for medical, firefighting and police response.
- d. All of the above information, including the appropriate phone numbers will be distributed at the pre-construction conference.
- e. The FAA will need to be notified of equipment and operations that affects navigable airspace. Upon notice of award, the contractor will be asked to provide the Airport Manager with a list of equipment

and their heights so this can be reported to the FAA using form 7460-1 and/or the FAA OE/AAA website.

- f. There are no NAVAIDs affected by this project.

**12. INSPECTION REQUIREMENTS**

A qualified RPR employed by the EOR will perform daily inspections of the work. The Engineer of Record will make periodic inspection to verify compliance with the phasing and safety plan and as needed to resolve questions or disputes.

**13. UNDERGROUND UTILITIES**

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

**14. PENALTIES**

Per Section 01030 of the contract documents:

Any fines or assessments levied against the Sponsor as a result of unauthorized intrusions in the AOA or other violations by the Contractor's personnel or those of his subcontractors will be passed on to the Contractor. In addition, the Contractor will be subject to a **fine of \$1,000.00** per incident, assessed by the Sponsor.

**RUNWAY INCURSIONS:** Punitive damages will be assessed for any runway incursion as defined by the FAA. **For the first incursion a fine of \$1,000 will be assessed. The second incursion will result in a \$5,000 fine.** The Contractor is to include airport familiarization in weekly meetings to reduce the possibility of the occurrence of runway incursions.

**15. SPECIAL CONDITIONS**

The airport has not identified any special conditions requiring any special response/ mitigation plan. In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any ARFF (Airport Rescue and Firefighting) vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

**16. RUNWAY AND TAXIWAY VISUAL AIDS**

At the time of work, all Visual Aids shall be de-activated of the vault.

**17. MARKING AND SIGNS FOR ACCESS ROUTES**

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix A, Sheet G1.1 to G1.2. It shall be the contractor’s responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications.

**18. HAZARD MARKING AND LIGHTING**

1. Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the contractor for the duration of construction operations. Airfield barricades will be required to have red flashing or steady burning lights. In the event night work is required, the Contractor’s vehicles will be required to have yellow flashing beacons. Addition requirements are in AC 150/5210-5D – Painting, Marking, and Lighting of Vehicles used on Airports, attached herein as Appendix “B”. The contractor’s Safety Officer, as discussed in Section 11 above will be responsible for maintenance of barricades. Runway lighted X’s shall be on runway 18-36 in addition to yellow, nylon tarp on the secondary runway. Contractor will be required to maintain airport provided lighted X by checking and replacing bulbs, filling with gas and performing scheduled oil changes. Trailers mounted light plants shall adequately illuminate all areas of construction operations.

**19. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS AND OBJECT FREE AREAS.**

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations. Reference Section 9 Notification of construction activities and Section 14 Runway and taxiway visual aids for taxiway closure requirements. Reference Section 16 Hazard marking and lighting for hazard marking. Reference Section 18 Other limitations on construction for height restrictions (as required).

<i>Runway</i>	<i>RSA Distance from Centerline (ft)</i>	<i>RSA Width (ft)</i>	<i>Length Beyond Threshold</i>
Runway 18-36	250	500	1000
Runway 8-26	75	150	300

Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use.

<i>Runway</i>	<i>ROFA Distance from Centerline (ft)</i>	<i>ROFA Width (ft)</i>	<i>Length Beyond Threshold</i>
Runway 18-36	400	800	1000
Runway 8-26	250	500	300

**20. OTHER LIMITATIONS ON CONSTRUCTION**

Beyond the limitations previously discussed in the Phasing section the following limitations apply:

a. Prohibitions.

The following prohibitions are in effect for the duration of this project:

- I. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- II. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.
- III. No use of flare pots within the AOA.

b. Restrictions.

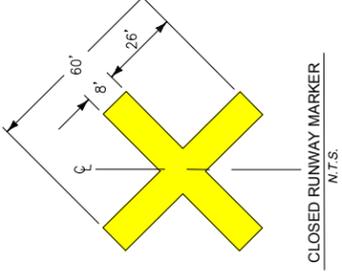
- I. Construction suspension required during specific airport operations – NA.
- II. Areas that cannot be worked on simultaneously – NA.
- III. Day or night construction restrictions – For the performance of any night work, reference section 209.b Vehicle and pedestrian operations.



LEGEND	
	CONTRACTOR'S STAGING AREA
	PROJECT LIMITS FOR SEAL COAT AND CRACK SEAL
	CONTRACTOR'S HAUL ROUTE
	PROVIDE CONTRACTOR CONTINUES ACCESS FOR AIRPORT CLIENTS, PERSONNEL, SECURITY & FIRE DEPT. DURING ALL PHASES OF CONSTRUCTION
	TYPE II LOW PROFILE BARRICADES
	FLAG PERSON/ GATE SECURITY REQUIRED
	CONSTRUCTION SIGN (SEE SIGN TYPES)
	CFR PART 77 IMAGINARY SURFACE ELEVATION
	60.00 MSL

**SEAL COAT NOTES:**

- APPLICATION OF RAPID SET SEAL COAT SHALL BE APPLIED ONLY IN AN AMOUNT THAT THE SURFACE SHALL BE CURED, WITHOUT ANY TACKINESS OR TRACKING, BY THE DESIGNATED RUNWAY OPENING TIME AND BE READY FOR AIRCRAFT TRAFFIC.
- ALL AIRFIELD EDGE LIGHTING SHALL BE DEACTIVATED AT THE TIME CLOSURE X'S ARE PLACED AND BEFORE WORK CAN BEGIN
- SINCE THE WORK IS PERFORMED IN PHASES AND CONTRASTING PAVEMENT WILL BE EVIDENT, APPLICATION OF SEAL COAT SHALL BE PERFORMED BEGINNING FROM ONE END, CONTINUING EACH NIGHT SEQUENTIALLY TOWARDS THE OTHER. PERFORM APPLICATION FULL WIDTH, WITH NO GAPS, AND SQUARE OFF PAVING LANES IN A PERPENDICULAR LINE TO THE RUNWAY.
- ALL PAVEMENT MARKINGS SHALL BE PROTECTED FROM ASPHALT DISTRIBUTOR BY MEANS OF TAPE, CARDBOARD, ROOFING TILES OR ANY MEANS TO AVOID OVERSPRAY OR LEACHING OF ASPHALT MATERIAL. CONTRACTOR SHALL ALSO ENSURE INTEGRITY OF REFLECTIVE BEADS IN EXISTING MARKINGS. ANY DAMAGE TO BEAD APPLICATION OR STAINING/DISCOLORATION OF MARKING SURFACE SHALL BE REPAIRED BY THE CONTRACTOR BY RE-MARKING (WITH NEW BEAD PLACEMENT) AT THEIR EXPENSE.
- CRACK SEALING WORK SHALL BE COMPLETED AND ACCEPTED BY THE ENGINEER PRIOR TO APPLICATION OF SEAL COAT.
- SEE SPECIFICATION P-608R FOR FRICTION TEST REQUIREMENTS.



**RUNWAY CLOSURE NOTES:**

- TEMPORARY CLOSED RUNWAY MARKERS ARE TO BE YELLOW AND MADE OF FABRIC, COLORED PLASTIC, PAINTED SHEETS OF PLYWOOD OR SIMILAR MATERIAL APPROVED BY THE ENGINEER. THEY ARE TO BE SECURED TO PREVENT MOVEMENT BY DROP WASH OR WIND USING SAND BAGS OR OTHER MEANS APPROVED BY THE ENGINEER.



**INFRASTRUCTURE CONSULTING & ENGINEERING**  
 5550 WEST IDLEWILD AVE. SUITE 115  
 TAMPA, FLORIDA 33634 (813) 330-2701  
 CERTIFICATE OF AUTHORIZATION NO.: 30862

Designer: HJ  
 Checked by: DH  
 Technician: AM  
 ICE Proj. No.: 20-75-02  
 Engineer or Record:

NOTES:

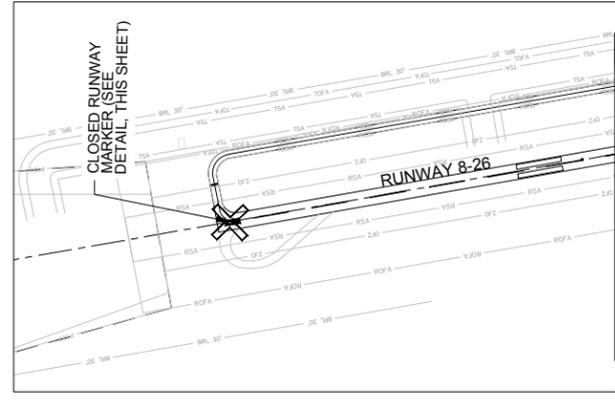
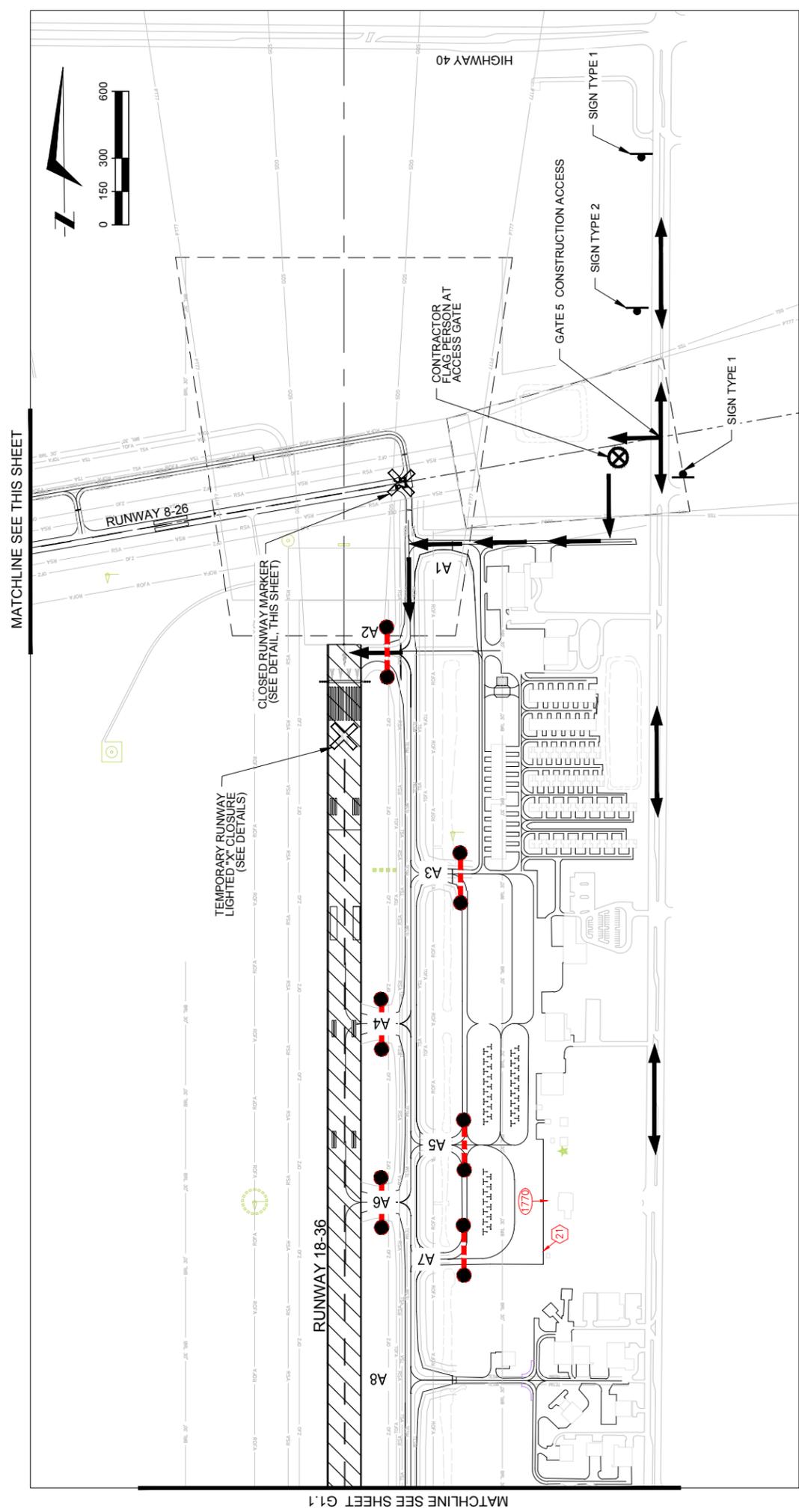
REVISIONS		
No.	Description	Date By

Project Name:  
**CRACK REPAIR AND SEALING RUNWAY 18/36**

Drawing Name:  
**CONSTRUCTION SAFETY AND PHASING PLAN NO.2**

FDOT Project No.:	FAA AIP Project No.:
Date:	Issue:
Scale:	Drawing Number:

3-12-0055-030-2021  
 MAY 2021  
 AS SHOWN  
 G1.2











**The Plan Set for Crack Repair and Sealing Runway 18/36 dated May 2021 is available for inspection and copying at 1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, Florida 34470.**

<b>TITLE</b>	For Signature: Asphalt Crack Seal/Fog Seal of Runway 18-36...
<b>FILE NAME</b>	For Signatures - ... 210428 (002).pdf
<b>DOCUMENT ID</b>	250bdb5c51a37fe96f1519d0c813e112056049a9e
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

Document History



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**09 / 13 / 2021**  
08:47:32 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and Gee Asphalt Systems, Inc. (skukuzke@geeasphalt.com) from plewis@ocalafl.org  
IP: 216.255.240.104



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22:58:36 UTC-4

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The document has been completed.

<b>TITLE</b>	Agreement for Asphalt Crack Seal/Fog Seal of Runway 18-36...
<b>FILE NAME</b>	For Council - Asp... - AIR 210428.pdf
<b>DOCUMENT ID</b>	777d65fa20d1f50a0cc463b9609cb703e5225aab
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



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14:05:41 UTC-4

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13:47:45 UTC-4

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