

**HARNETT REGIONAL JETPORT  
NEW TERMINAL BUILDING  
WBS NO. 36237.25.15.1  
615 AIRPORT RD  
ERWIN, NC 28229**

**PROJECT MANUAL – VOLUME A  
SEPTEMBER 9, 2022**



**Project Manager & Civil Engineer:**

**Talbert & Bright**  
4810 Shelley Drive  
Wilmington, NC 28405  
(910) 763-5350  
Firm No.: C-0713


**MEP & FP Engineer:**  
**Saber Engineering**  
2923 S. Tryon St., Suite 280  
Charlotte, NC 28202  
(704) 373-0068  
Firm No.: C-2130

**Architect:**

**The Wilson Group Architects**  
PO Box 5510  
Charlotte, NC 28299  
(704) 331-9747  
Cert. No.: 51140



**Structural Engineer:**  
**Stewart**

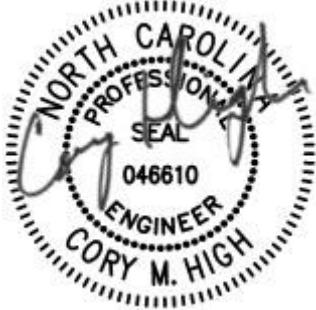
101 N. Tryon St., Suite 1400  
Charlotte, NC 28202  
(704) 373-1907  
Firm No.: C-1051

<p>CIVIL ENGINEER</p>	<p><b>Talbert &amp; Bright</b> Firm No.: NC C-0713</p> <p><b>Name</b> <b>License</b></p> <p>For Specifications Sections accompanied by "Talbert &amp; Bright" in the header area of the document and not otherwise prepared by other design professionals of record.</p>	 <p>A circular professional seal for Lisa T. Caddell, a Professional Engineer in North Carolina. The seal contains the text: "NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036858 9-9-22 LISA T. CADDELL". A handwritten signature in blue ink is written across the seal.</p>
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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

<p>ARCHITECT'S CORPORATION</p>	<p><b>The Wilson Group Architects</b>  NC Certificate No. 51140</p> <p>For Specifications Sections accompanied by "The Wilson Group" in the header area of the document and not otherwise prepared by other design professionals of record.</p>	
<p>ARCHITECT</p>	<p><b>Travis Walker Pence, AIA</b>  NC #9272</p> <p>For Specifications Sections accompanied by "The Wilson Group" in the header area of the document and not otherwise prepared by other design professionals of record.</p>	

<p>STRUCTURAL ENGINEER</p>	<p><b>Stewart</b> Firm No.: NC C-1051</p> <p><b>Cory High, PE</b> License No.: 046610</p> <p>For Specifications Sections accompanied by "Stewart" in the header area of the document and not otherwise prepared by other design professionals of record.</p>	
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1.2 SPECIFICATIONS ARE PROVIDED ON THE RESPECTIVE ENGINEERING DRAWINGS FOR PLUMBING, HVAC, ELECTRICAL, AND FIRE DETECTION WORK.

END OF DOCUMENT 000107

SECTION 001100 – TABLE OF CONTENTS

**VOLUME A**

Division	Section Title
----------	---------------

**PROCUREMENT AND CONTRACTING DOCUMENTS GROUP**

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

000101	COVER	
000107	SEALS PAGE	
001100	TABLE OF CONTENTS	
	APPENDIX 'A' – ADVERTISEMENT	*
	APPENDIX 'B' – PROPOSAL REQUIREMENTS AND CONDITIONS (BID FORM)	*
	APPENDIX 'C' – DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES)	*
	APPENDIX 'D' – FEDERAL CONTRACT PROVISIONS	*
	APPENDIX 'E' – CONTRACT AND BONDS	*
	APPENDIX 'F' – FORMS	*
	APPENDIX 'G' – CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)	*
002315	BIDDER'S REQUEST FOR INFORMATION FORM	
002615	BIDDER'S SUBSTITUTION REQUEST FORM	
003100	AVAILABLE INFORMATION	
	GEOTECHNICAL BORING REPORT (TERMINAL)	*
	SURVEY TO IDENTIFY ASBESTOS-CONTAINING MATERIALS	*
	SURVEY TO IDENTIFY LEAD-BASED PAINTS	*

**SPECIFICATIONS GROUP**

*General Requirements Subgroup*

**DIVISION 01 - GENERAL REQUIREMENTS**

	PROJECT SPECIAL PROVISIONS	*
011000	SUMMARY	
012100	ALLOWANCES	
012600	CONTRACT MODIFICATION PROCEDURES	
012900	PAYMENT PROCEDURES	
013100	PROJECT MANAGEMENT AND COORDINATION	
013200	CONSTRUCTION PROGRESS DOCUMENTATION	
013300	SUBMITTAL PROCEDURES	
013301	CAD FILE DRAWING RELEASE FORM	
014000	QUALITY REQUIREMENTS	
014200	REFERENCES	
016000	PRODUCT REQUIREMENTS	
017300	EXECUTION	
017700	CLOSEOUT PROCEDURES	

017823	OPERATION AND MAINTENANCE DATA	
017839	PROJECT RECORD DOCUMENTS	
017900	DEMONSTRATION AND TRAINING	
GENERAL CONDITIONS		
SECTION 10	– DEFINITION OF TERMS	*
SECTION 20	– PROPOSAL REQUIRMENTS AND CONDITIONS	*
SECTION 30	– AWARD AND EXECUTION OF CONTRACT	*
SECTION 40	– SCOPE OF WORK	*
SECTION 50	– CONTROL OF WORK	*
SECTION 60	– CONTROL OF MATERIALS	*
SECTION 70	– LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	*
SECTION 80	– EXECUTION AND PROGRESS	*
SECTION 90	– MEASUREMENT AND PAYMENT	*
SUPPLEMENTAL GENERAL CONDITIONS		*

## **VOLUME B**

### *Facility Construction Subgroup*

#### **DIVISION 02 – EXISTING CONDITIONS**

024116 STRUCTURE DEMOLITION

#### **DIVISION 03 – CONCRETE**

030522 CRYSTALLINE WATERPROOFING ADMIXTURE  
031000 CONCRETE FORMING AND ACCESSORIES  
032000 CONCRETE REINFORCING  
033000 CAST-IN-PLACE CONCRETE  
033503 WATER VAPOR EMISSION CONTROL  
033533 STAMPED CONCRETE FINISHING  
034500 POLYMER MODIFIED GLASS REINFORCED CONCRETE

#### **DIVISION 04 – MASONRY**

042000 UNIT MASONRY  
044313.16 ADHERED STONE MASONRY VENEER

#### **DIVISION 05 – METALS**

051200 STRUCTURAL STEEL FRAMING  
053100 STEEL DECKING  
055000 METAL FABRICATIONS  
055213 PIPE AND TUBE RAILINGS

#### **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

061000 ROUGH CARPENTRY  
061753 SHOP-FABRICATED WOOD TRUSSES  
062023 INTERIOR FINISH CARPENTRY  
064116 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS  
064023 INTERIOR ARCHITECTURAL WOODWORK  
064300 WOOD STAIRS AND RAILINGS

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

072100	THERMAL INSULATION
072199	FOAMED-IN-PLACE INSULATION
072500	WEATHER BARRIERS
074113.16	STANDING-SEAM METAL ROOF PANELS
074646	FIBER-CEMENT SIDING
076200	SHEET METAL FLASHING AND TRIM
079200	JOINT SEALANTS

**DIVISION 08 – OPENINGS**

082150	SIMULATED STILE AND RAIL COMPOSITE INTERIOR DOORS
083513	FOLDING DOORS
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100	DOOR HARDWARE
088000	GLAZING
089119	FIXED LOUVERS

**DIVISION 09 – FINISHES**

092900	GYPSUM BOARD
093013	CERAMIC TILING
095113	ACOUSTICAL PANEL CEILINGS
095423	LINEAR METAL CEILINGS
096513	RESILIENT BASE AND ACCESSORIES
096519	RESILIENT TILE FLOORING
096816	SHEET CARPETING
099113	EXTERIOR PAINTING
099123	INTERIOR PAINTING
099300	STAINING AND TRANSPARENT FINISHING
099313	EXTERIOR STAINING AND FINISHING

**DIVISION 10 – SPECIALTIES**

101416	PLAQUES
101419	DIMENSIONAL LETTER SIGNAGE
101423.13	ROOM-IDENTIFICATION SIGNAGE
102113.16	PLASTIC-LAMINATE-CLAD TOILET COMPARTMENTS
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES
104413	FIRE PROTECTION CABINETS
104416	FIRE EXTINGUISHERS
107313	TRANSLUCENT CUSTOM AWNINGS
107516	GROUND-SET FLAGPOLES

**DIVISION 11 – EQUIPMENT**

113100	APPLIANCES
--------	------------

**DIVISION 12 – FURNISHINGS**

122413	ROLLER WINDOW SHADES
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS

**DIVISION 14 – CONVEYING EQUIPMENT**

142123.16 MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER  
ELEVATORS

**DIVISION 22 – PLUMBING**

220001 PLUMBING WORK

**DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING**

230001 HVAC WORK

**DIVISION 26 – ELECTRICAL**

260001 ELECTRICAL WORK

**DIVISION 27 – TELECOMMUNICATIONS**

270100 TELECOMMUNICATIONS OUTLINE OF WORK  
270544 SLEEVES AND SLEEVE SEALS FOR COMMUNICATION PATHWAYS  
271100 COMMUNICATIONS EQUIPMENT ROOM FITTINGS  
271500 COMMUNICATIONS HORIZONTAL CABLING  
274000 AUDIOVISUAL SYSTEMS

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

281000 ACCESS CONTROL SYSTEMS  
282300 SURVEILLANCE VIDEO MANAGEMENT SYSTEMS (VMS)

*Site and Infrastructure Subgroup*

**DIVISION 31 - EARTHWORK**

313116 TERMITE CONTROL

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

321720 DETECTABLE WARNING SURFACES  
323121 PRE-ENGINEERED METAL PANEL SCREENWALL ENCLOSURE  
C-95 CIVIL SITE WORK CONTRACT PAY ITEMS AND CLARIFICATIONS \*  
TCI TEMPORARY CONSTRUCTION ITEMS \*  
C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND \*  
SILTATION CONTROL  
C-105 MOBILIZATION \*  
P-101 PREPARATION AND REMOVAL OF EXISTING PAVEMENT \*  
P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT \*  
P-209 CRUSHED AGGREGATE BASE COURSE \*  
PMBP PLANT MIX BITUMINOUS PAVEMENT \*  
P-602 EMULSIFIED ASPHALT PRIME COAT \*  
D-701 PIPE FOR STORM DRAINAGE AND CULVERTS \*  
D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES \*  
D-752 CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS \*  
STRUCTURES  
F-162 CHAIN-LINK FENCE \*



T-901	SEEDING	*
T-904	SODDING	*
T-908	MULCHING	*
32 90 00	FINAL GRADING AND LANDSCAPING	*
26 00 00SE	ELECTRICAL, BASICS	*
26 05 00SE	BASIC MATERIALS AND METHODS	*
26 05 19SE	CONDUCTORS AND CA	*
26 05 26SE	GROUNDING AND BONDING	*
26 05 33SE	RACEWAYS AND BOXES	*
26 05 53SE	ELECTRICAL INFORMATION	*
26 22 00SE	DRY-TYPE TRANSFORMERS (600V AND LESS)	*
26 24 16SE	PANELBOARDS	*
26 28 16SE	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	*

\* Denotes specifications that are not organized under CSI MasterFormat.

END OF TABLE OF CONTENTS

# **APPENDIX 'A'**

## **ADVERTISEMENT**

## ADVERTISEMENT

### Notice to Bidders

Sealed bids, subject to the conditions herein, will be received until 2:00 p.m., October 12, 2022, at the Harnett Regional Jetport, 615 Airport Road, Erwin, North Carolina 28339 and then opened and publicly read for furnishing all labor and materials and performing all work connected with: **New Terminal Building** as indicated in the plans and specifications dated September 2022.

A Pre-Bid Meeting will be held at 2 p.m., September 21, 2022, at Harnett Regional Jetport Conference Room, 615 Airport Road, Erwin, North Carolina 28339. Attendance at the Pre-Bid meeting is NOT mandatory, ***however it is strongly recommended that all prospective bidders have a qualified representative at this Pre-Bid Meeting.***

The project shall consist of furnishing all labor, materials, and equipment and performing all work required to satisfactorily complete the New Terminal Building project. Items of work include demolition of existing terminal building, construction of a temporary terminal and supporting infrastructure, construction of a new terminal building, site improvements, asphalt paving, and miscellaneous items required to complete the general aviation terminal building and parking lot.

Bid Forms, Plans, Specifications, and Contract Documents will be available on Friday, September 9, 2022 and will be on file at the Harnett Regional Jetport, 615 Airport Road, Erwin, North Carolina 28339; Talbert & Bright, Inc., 4810 Shelley Drive, Wilmington, North Carolina; and with the online plan room Construct Connect, [www.constructconnect.com](http://www.constructconnect.com); and may be obtained from Talbert & Bright, Inc., 4810 Shelley Drive, Wilimington, North Carolina, 28405 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday upon the non-refundable payment of one hundred dollars (\$100.00) for a PDF copy set of plans and specifications, which will be sent via email. For faster service, please email a copy of your request to [bids@tbilm.com](mailto:bids@tbilm.com), including a copy of your Airport, and project name for which you are requesting documents. Any subsequent addenda will only be issued directly to Construct Connect and to Talbert & Bright, Inc. registered plan holders.

Each bid must be accompanied by a Bid Bond, a deposit of cash or by a certified check payable to Harnett County, and drawn on some bank or trust company authorized to do business in the State of North Carolina, for an amount equal to 5% of the total base bid, as a guarantee that if the bid is accepted, the required Contract will be executed and the required Performance Bond and Payment Bond furnished within fifteen (15) days after receipt of written notice of formal award of Contract.

***IMPORTANT NOTICE TO BIDDERS: Each bidder for this project shall be registered as a prequalified bidder with the NCDOT at the time of bid opening. All subcontractors for the project should be registered as a pre-qualified subcontractor with the NCDOT prior to starting any work. The proposed Contract for this project is subject to the Disadvantaged Business Enterprise Program Bid Conditions contained in Appendix 'C' and to the Federal Contract Provision Requirements contained in Appendix 'D' of the Contract Documents.***

Prospective bidders should read the instructions for preparing bids in Section 20 of the General Conditions of the project specifications carefully before submitting their bids.

Envelopes containing proposals must be sealed, addressed to Natalie Pusser, Airport Operations Manager, Harnett Regional Jetport, 615 Airport Road, Erwin, North Carolina 28339, and marked on the envelope as follows:

**“PROPOSAL FOR NEW TERMINAL BUILDING”**

**SPECIAL NOTE:** Harnett County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Harnett County hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement, that the bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 1% of the dollar value of the project to Disadvantaged Business Enterprises DBE. Only firms certified as an DBE by the NCDOT Unified Certification Program may be applied to the goal. In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit with the bid information concerning the DBEs that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive.

All proposals shall be prepared on the basis of the Minimum Wage Rates as established by the Secretary of Labor and as included in Appendix ‘D’ of these specifications.

It is the intent of Harnett County to award the base bid and bid alternate to the lowest responsible qualified bidder; however, the award of this contract is contingent upon the availability of Federal, State, and Local funds.

Harnett County reserves the right to reject any or all proposals.

Coley B. Price  
Assistant County Manager  
Harnett County Manager’s Office

**APPENDIX 'B'**  
**PROPOSAL REQUIREMENTS**  
**AND CONDITIONS**

## PROPOSAL REQUIREMENTS AND CONDITIONS

### NEW TERMINAL BUILDING HARNETT REGIONAL JETPORT

### COUNTY OF HARNETT ERWIN, NOORTH CAROLINA

DATE: \_\_\_\_\_

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items, listed below in strict accordance with the Advertisement (Notice to Bidders), Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within thirty (30) days after the date of the opening of the Proposals, that it will execute a contract in accordance with the Proposal as accepted, and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

**Bidder shall complete all line items and total amount of Base Bid and Bid Alternate.** Failure to submit prices and amount for each item shall be cause for rejection of Bid. The OWNER reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid. It is the intent of the OWNER to award one contract for all work depending on the availability of local, state, and federal funding.

Contract award will be made on the basis of the lowest responsive qualified bidder (at the time of initial award) for work in the best interest of the OWNER and subject to the availability of local, state, and federal funding. The OWNER reserves the right to reject any or all bids and to waive formalities and technicalities.

### IMPORTANT NOTICE

**Each bidder for this project shall be registered as a prequalified bidder with the NCDOT at the time of the bid opening.**

The Contractor's attention is directed to the requirements of Appendix "C", Disadvantaged Business Enterprise Program and the Equal Employment Opportunity Requirements in Appendix "D", **which must be submitted with the Proposal.**

**The undersigned understands that the entirety of Section 20 and Appendix "C" and "D" of these specifications shall be considered a part of the Proposal, and that if**

**we are notified by the ENGINEER that we are the low bidder(s), we shall submit the information required, hereinafter related to these requirements, within ten (10) days of such notification.**

The Bidder is aware of subcontract requirements to obtain the goal of \_\_\_\_\_% of **Disadvantaged Business Enterprise participation** established for this contract; has completed and is submitting, along with the bid proposal, required information (see "Disadvantaged Business Enterprise Program") describing actions taken in order to achieve such goals; and understands that meeting or exceeding the stated goals is a condition for being awarded this contract.

***Failure to submit the above information may be grounds for rejection of our proposal.***

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

Wages not less than the minimum rates of wages, as predetermined for this project by the Secretary of Labor, were used in the preparation of this Proposal.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The undersigned agrees that, if awarded the contract(s), it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed, and that it will complete the work within the time specified above and in accordance with the Specifications.

Enclosed is security in the amount of 5% of the total base bid, consisting of (Cash, Certified Check, or Bid Bond) \_\_\_\_\_ payable to **County of Harnett**

\_\_\_\_\_  
Name of Bidder

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title of Signing Official)

(Seal)

N.C. Contractor's License No. \_\_\_\_\_

**For Corporation, provide Name and Post Office Address for the President, Secretary, and Treasurer.**

**President**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Secretary**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Treasurer**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Partnership provide Name and Address for each Partner:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Individual, provide Name and Post Office Address:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Failure to complete blank spaces may be grounds for rejecting bid.



In accordance with the requirements of North Carolina General Statute 143-128\*,  
identify the following:

**General Contractor:** \_\_\_\_\_

**Heating, Ventilating, and  
Air Conditioning Sub-Contractor:** \_\_\_\_\_

**Plumbing Sub-Contractor:** \_\_\_\_\_

**Electrical Sub-Contractor:** \_\_\_\_\_

\*Bidders shall familiarize themselves with the requirements of this Statute.

### 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 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 Opportunity clause of this contract.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S. C. 1001.

**(Reference: 41 CFR § 60)**

## TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will

incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**(Reference: 49 U.S.C. § 50104; 49 CFR part 30)**

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

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

### **Certifications**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**  
(Bidder or Offeror Certification)

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

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**  
(Lower Tier Contract Certification)

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

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)**

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**(Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A)**

## **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

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

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - 2. To faithfully comply with providing US domestic products.
  - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  - 4. To furnish US domestic product for any waiver request that the FAA rejects.
  - 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **REQUIRED DOCUMENTATION**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United



States is more than 60% of the cost of all components and subcomponents of the "facility".  
The required documentation for a type 3 waiver is:

Listing of all manufactured products that are not comprised of 100% US domestic content  
(Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing  
and products excluded by Federal Acquisition Regulation Subpart 25.108; products of  
unknown origin must be considered as non-domestic products in their entirety)

Cost of non-domestic components and subcomponents, excluding labor costs associated  
with final assembly and installation at project location.

Percentage of non-domestic component and subcomponent cost as compared to total  
"facility" component and subcomponent costs, excluding labor costs associated with final  
assembly and installation at project location.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**FORM OF NON-COLLUSION AFFIDAVIT**  
(This Affidavit is Part of the Proposal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is

\_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_ the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative to any association or to any member or agent thereof.

\_\_\_\_\_  
*Signature of Offeror*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_, Notary Public  
*Notary's Printed or Typed Name*

My Commission expires \_\_\_\_\_, 20\_\_.

**Listing of DBE Subcontractors  
To Be Submitted With The Bid**

***Harnett Regional Jetport  
New Terminal Building***

The Bidder hereby proposes the following DBE participation in accordance with Appendix C:

DBE Subcontractor or Supplier Name and Address	NCDOT Reporting Number	Cert. Type (DBE)	Work To Be Performed	Subcontract Amount	Amount Applicable to Goal
Total Applicable DBE Participation					
Base Bid Amount					
DBE Participation Proposed - Base Bid (%)					
DBE Participation Goal – Base Bid(%)					<b>%</b>

Bidder (Firm Name)	Signature	Date

Bidder must complete above “Listing of DBE Subcontractors” form and submit with bid. Letter of Intent, Page B-15 must be submitted by the apparent low bidder for all DBE subcontractors no later than 2:00 pm of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 am on the next official state business day.

**Listing of DBE Subcontractors  
To Be Submitted With The Bid**

***Harnett Regional Jetport  
New Terminal Building***

The Bidder hereby proposes the following DBE participation in accordance with Appendix C:

DBE Subcontractor or Supplier Name and Address	NCDOT Reporting Number	Cert. Type (DBE)	Work To Be Performed	Subcontract Amount	Amount Applicable to Goal
Total Applicable DBE Participation					
Bid Alternate Amount					
DBE Participation Proposed – Bid Alternate (%)					
DBE Participation Goal – Bid Alternate(%)					<b>%</b>

Bidder (Firm Name)	Signature	Date

Bidder must complete above “Listing of DBE Subcontractors” form and submit with bid. Letter of Intent, Page B-15 must be submitted by the apparent low bidder for all DBE subcontractors no later than 2:00 pm of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 am on the next official state business day.



LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

**CONTRACT:**

**NAME OF BIDDER:**

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please check all that apply:

Minority Business Enterprise (MBE) \_\_\_\_\_

Women Business Enterprise (WBE) \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ \_\_\_\_\_

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

**Affirmation**

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

\_\_\_\_\_  
Name of MBE/ WBE/ DBE Subcontractor

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACH**

**“EVIDENCE OF COMPETENCY”**

**and**

**“EVIDENCE OF FINANCIAL RESPONSIBILITY”**

**per**

**SECTION 20-02 OF THE GENERAL CONDITIONS**

Harnett Regional Jetport (HRJ)  
 New Terminal Building  
 TBI No. 2701-1701/1801

**Base Bid**

Item	Spec.	Description	Unit Price in Words	Unit	Quantity	Unit Price	Ext. Total
1	C-105	Mobilization		LS	1		
2	Section 95-01	Temporary Terminal Rental		Month	20		
3	Section 95-02	Temporary Terminal Utility Hookups		LS	1		
4	Section 95-03	Terminal Site Demolition		LS	1		
5	Section 95-04	Install New 1 1/2" Water Service and All Appurtenances		LS	1		
6	Section 95-05	Install New 6" PVC Sanitary Sewer Service and All Appurtenances		LS	1		
7	Section 95-06	Terminal Site Electrical		LS	1		
8	Section 95-07	Terminal Site Communications		LS	1		
9	TCI	Temporary Construction Items		LS	1		
10	C-102	Temporary Construction Entrance		Each	1		
11	C-102	Installation and Removal of Silt Fence		LF	1,500		
12	C-102	Temporary Drop Inlet Protection		Each	4		
13	C-102	Temporary Rock Pipe Inlet Protection		Each	1		
14	C-102	Dewatering Structure/Bag		Each	1		

Harnett Regional Jetport (HRJ)  
 New Terminal Building  
 TBI No. 2701-1701/1801

**Base Bid**

Item	Spec.	Description	Unit Price in Words	Unit	Quantity	Unit Price	Ext. Total
15	C-102	Temporary Seeding and Mulching		Acre	3		
16	C-102	Rip Rap Outlet Protection		SY	20		
17	C-102	Concrete Washout Structure		Each	2		
18	P-101	Removal of Existing Asphalt Pavement		SY	1,650		
19	P-101	Milling Existing Asphalt Pavement		SY	450		
20	P-152	Unclassified Excavation		CY	1,250		
21	P-152	Undercut Excavation		CY	120		
22	P-152	Borrow Excavation		CY	60		
23	P-152	Terminal Site Grading		LS	1		
24	P-209	Crushed Aggregate Base Course		CY	500		
25	PMBP	Bituminous Surface Course (NCDOT Type S-9.5C)		Ton	315		
26	P-602	Emulsified Asphalt Prime Coat		Gal	800		
27	Section 95-08	Concrete Curb & Gutter		LF	250		
28	Section 95-9	5" Concrete Sidewalk		SY	540		



Harnett Regional Jetport (HRJ)  
 New Terminal Building  
 TBI No. 2701-1701/1801

**Base Bid**

Item	Spec.	Description	Unit Price in Words	Unit	Quantity	Unit Price	Ext. Total
29	Section 95-10	Accessible Curb Ramp		Each	3		
30	Section 95-11	Concrete Dumpster Pad		LS	1		
31	Section 95-12	Paint Pavement Marking Lines, 4"		LF	820		
32	Section 95-13	Handicap Parking Sign		Each	4		
33	Section 95-14	6" Schedule 40 PVC Pipe (Roof Drain)		LF	230		
34	Section 95-14	8" Schedule 40 PVC Pipe (Roof Drain)		LF	175		
35	D-701	15" RC Pipe Class III		LF	150		
36	D-701	15" RC Pipe Class IV		LF	60		
37	D-751	Concrete Drop Inlet		Each	1		
38	D-752	15" RC Flared End Section		Each	3		
39	F-162	6' Chain-Link Fence Removal		LF	300		
40	F-162	6' Chain-Link Fence with 3 Strand Barbed Wire		LF	360		
41	F-162	5'-0" Pedestrian Gate		Each	2		
42	T-901	Seeding		Acre	3		

Harnett Regional Jetport (HRJ)  
 New Terminal Building  
 TBI No. 2701-1701/1801

**Base Bid**

Item	Spec.	Description	Unit Price in Words	Unit	Quantity	Unit Price	Ext. Total
43	T-901	Watering		1,000 Gal	40		
44	T-904	Sodding (Bermuda)		SY	1,600		
45	T-905	Topsoil - Obtained on Site		CY	200		
46	T-905	Topsoil - Furnished from Off the Site		CY	1,500		
47	T-908	Mulching		Acre	3		
48	Section 95-15; Section 32 90 00	Landscaping		LS	1		
49	Electrical Specifications	Parking Lot Lighting		LS	1		

**Building Work Items**

50	Project Manual	Terminal Building		LS			
51	Section 012100	Allowance No. 1 Building Permit and Misc. Fees		LS	1	\$50,000.00	\$50,000.00

**Total - Base Bid**

Harnett Regional Jetport (HRJ)  
 New Terminal Building  
 TBI No. 2701-1701/1801

**Bid Alternate 1**

Item	Spec.	Description	Unit Price in Words	Unit	Quantity	Unit Price	Ext. Total
1	P-152	Unclassified Excavation		CY	360		
2	P-152	Undercut Excavation		CY	40		
3	P-152	Borrow Excavation		CY	35		
4	P-209	Crushed Aggregate Base Course		CY	300		
5	PMBP	Bituminous Surface Course (NCDOT Type S-9.5C)		Ton	150		
6	P-602	Emulsified Asphalt Prime Coat		Gal	380		
7	Section 95-08	Concrete Curb & Gutter		LF	475		
8	Section 95-12	Paint Pavement Marking Lines, 4"		LF	1,200		
9	D-701	15" RC Pipe Class III		LF	140		
10	D-751	Concrete Drop Inlet "Doghouse"		Each	1		
11	D-751	Curb Inlet		Each	3		

**Total - Bid Alternate 1** \_\_\_\_\_

**Note: Contract award will be made to the lowest responsive qualified bidder for the base bid and any selected alternatives based on the discretion of the OWNER and subject to the availability of local, state, and federal funding.**

**APPENDIX 'C'**  
**DISADVANTAGED BUSINESS**  
**ENTERPRISE PROGRAM**

**DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):**

(10-16-07)(Rev. 1-15-19)

102-15(J)

SP1 G63

**Description**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

**Definitions**

*Additional DBE Subcontractors* - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

*Committed DBE Subcontractor* - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

*Contract Goal Requirement* - The approved DBE participation at time of award, but not greater than the advertised contract goal.

*DBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

*Disadvantaged Business Enterprise (DBE)* - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

*Goal Confirmation Letter* - Written documentation from County of Harnett to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

*Local Government Agencies (LGA)* - The entity letting the contract. For this project, the County of Harnett is the entity letting the contract.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*Replacement / Substitution* – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

*Standard Specifications* - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

### **Forms and Websites Referenced in this Provision**

*DBE Payment Tracking System* - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.

<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.

<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBEIS%20Subcontractor%20Payment%20Information.pdf>

*RF-1 DBE Replacement Request Form* - Form for replacing a committed DBE.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

## **DBE Goal**

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **[number to the nearest tenth] %**

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to County of Harnett.

## **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the DBE goal is more than zero,*
- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
  - (2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The County of Harnett will not consider these bids for award and the proposal will be rejected.
  - (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.
- (B) *If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

### **DBE Prime Contractor**

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.



For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the County of Harnett no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday, or an official state holiday. In that situation, it is due in the office of the **ENGINEER/** County of Harnett no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the **ENGINEER/** County of Harnett no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **ENGINEER/** County of Harnett no later than 10:00 a.m. on the next official state business day.

### **Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to County of Harnett documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and six copies of this information shall be received in the office of the **ENGINEER/** County of Harnett no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday, or an official state holiday. In that situation, it is due in the office of the **ENGINEER/** County of Harnett no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

County of Harnett will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable, good faith efforts to meet the DBE goal.

In addition, County of Harnett may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, County of Harnett may view this,

in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If County of Harnett does not award the contract to the apparent lowest responsive bidder, County of Harnett reserves the right to award the contract to the next lowest responsive bidder that can satisfy to County of Harnett that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

### **Non-Good Faith Appeal**

The **ENGINEER/** County of Harnett will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the **ENGINEER/** County of Harnett .The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting DBE Participation Toward Meeting DBE Goal**

#### **(A) Participation**

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

#### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

#### **(C) Subcontracts (Non-Trucking)**

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to County of Harnett. County of Harnett's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, County of Harnett will evaluate the amount of

work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

## **DBE Replacement**

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the **ENGINEER/** County of Harnett of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the County of Harnett of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the County of Harnett's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed DBE subcontractor fails or refuses to execute a written contract.
- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (f) The listed DBE subcontractor is not a responsible contractor.
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal.
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required.
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by the County of Harnett, the County of Harnett will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the County of Harnett receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of



work, a good faith effort must be submitted to **ENGINEER/** County of Harnett (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the **ENGINEER/** County of Harnett for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months

### **Changes in the Work**

When the **ENGINEER/** County of Harnett makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the **ENGINEER/** County of Harnett makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the **ENGINEER/** County of Harnett makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the **ENGINEER/** County of Harnett.

When the **ENGINEER/** makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the **ENGINEER/** County of Harnett.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

### **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. County of Harnett reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the **ENGINEER/** County of Harnett a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

## **Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the **ENGINEER/** County of Harnett with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the **ENGINEER/** County of Harnett for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the **ENGINEER/** County of Harnett can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

## **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

**APPENDIX 'D'**  
**FEDERAL CONTRACT**  
**PROVISIONS**

## **APPENDIX 'D'**

### **FEDERAL CONTRACT PROVISIONS**

#### **GENERAL**

The following Contract Clauses implement federal contracting requirements for Airport Improvement Program (AIP) and Obligated Sponsors and shall apply to this Contract.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

##### **Sponsor Contracts**

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 of Title VI of the Civil Rights Act of 1964.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

##### **Sponsor Lease Agreements and Transfer Agreements**

The tenant/concessionaire/lessee 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. If the tenant/concessionaire/lessee transfers its obligation to another, the transferee is obligated in the same manner as the tenant/concessionaire/lessor.

This provision obligates the tenant/concessionaire/lessee or for the period during which the property is owned, used or possessed by the tenant/concessionaire/lessee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

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

reference and made a part of this contract.

- 2. Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The Contractor will include the provisions of Paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor

may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**(Reference: 49 USC § 47123; FAA Order 1400.11)**

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

**(Reference: 29 U.S.C. § 201, et seq.)**

### **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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

**(Reference: 20 CFR part 1910)**

### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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.

**(Reference: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38)**

### **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 FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

**(Reference: 49 USC § 50101)**

### **SOLICITATIONS THAT INCLUDE A PROJECT GOAL RACE/GENDER NEUTRAL LANGUAGE**

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

### **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.
- 4) Disqualifying the Contractor from future bidding as non-responsible.



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

**(Reference: 49 CFR part 26)**

### **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 U.S.C. 6201*et seq*).

**(Reference: 2 CFR § 200 Appendix II(H))**

### **RIGHTS TO INVENTIONS**

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

**(Reference: 2 CFR § 200 Appendix II(F); 37 CFR § 401)**

### **VETERAN'S PREFERENCE**

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

**(Reference: 49 USC § 47112(c))**

## **SEISMIC SAFETY (Construction Contracts)**

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

**(Reference: 49 CFR part 41)**

## **COPELAND “ANTI-KICKBACK” ACT**

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

**(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)**

## **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 place where it can easily be seen by the workers.

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

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to Subparagraphs (1)(ii) (B) or (C) of this Paragraph, shall be paid to all workers performing

work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## **2. Withholding.**

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

## **3. Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the

commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in Regulations 29 CFR Part 3;

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

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

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

## **5. Compliance with Copeland Act Requirements.**

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

## **6. Subcontracts.**

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

## **7. Contract Termination: Debarment.**

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

## **8. Compliance With Davis-Bacon and Related Act Requirements.**

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

## **9. Disputes Concerning Labor Standards.**

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

## **10. Certification of Eligibility.**

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

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

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



U.S.C. 1001.

**(Reference: 2 CFR § 200 Appendix II(D); 29 CFR Part 5)**

General Decision Number: NC20210063 01/01/2021

Superseded General Decision Number: NC20200063

State: North Carolina

Construction Type: Building

Counties: Bladen, Cleveland, Columbus, Harnett, Lincoln, Richmond, Robeson, Rowan, Scotland and Wilson Counties in North Carolina.

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

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

\* PLUM0421-004 07/01/2020

	Rates	Fringes
PIPEFITTER (Excluding HVAC System Installation).....	\$ 29.35	12.41

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SUNC2011-044 08/26/2011

	Rates	Fringes
BRICKLAYER.....	\$ 19.09	8.73
CARPENTER (Drywall Hanging Only).....	\$ 18.13	1.31
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 15.93	2.99
CEMENT MASON/CONCRETE FINISHER...	\$ 14.02	0.00
ELECTRICIAN.....	\$ 17.36	3.07
FORM WORKER.....	\$ 16.08	3.48
GLAZIER.....	\$ 18.16	0.87
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 15.41	2.60
IRONWORKER, STRUCTURAL.....	\$ 18.75	5.62
LABORER: Common or General.....	\$ 10.53	1.39
LABORER: Landscape & Irrigation.....	\$ 10.29	1.82

LABORER: Mason Tender-Brick/Cement/Concrete.....	\$ 11.31	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.98	0.91
OPERATOR: Crane.....	\$ 19.25	2.37
OPERATOR: Grader/Blade.....	\$ 15.71	1.49
PAINTER: Brush, Roller and Spray.....	\$ 14.60	1.97
PLUMBER, Excludes HVAC Unit Installation.....	\$ 17.42	2.29
ROOFER.....	\$ 13.55	0.80
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 15.29	0.00
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 13.09	1.28
TRUCK DRIVER: Dump Truck.....	\$ 13.14	1.01

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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

### **TEXTING WHEN DRIVING**

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

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

**(Reference: Executive Order 13513, DOT Order 3902.10)**

### **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: (24.7%)

Goals for female participation in each trade: (6.9%)

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

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

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

**(Reference: 41 CFR part 60-4, Executive Order 11246)**

**EQUAL OPPORTUNITY CLAUSE**  
(EEO Contract 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(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**  
(EEO Specification)

1. As used in these specifications:
  - b. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - c. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority.
  - d. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - e. "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).
    - (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 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,

etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally,) the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to

Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

**(Reference: 2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246)**

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

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

The list of EPA-designated items is available at [www.epa.gov/epawaste/conserve/tools/cpg/products/](http://www.epa.gov/epawaste/conserve/tools/cpg/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.
- c) Is only available at an unreasonable price.

**(Reference: 2 CFR § 200.322; 40 CFR part 247)**

### **TERMINATION FOR CONVENIENCE** (Construction & Equipment Contracts)

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

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

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work.
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers.

- d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

### **TERMINATION FOR DEFAULT (Construction)**

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

### **TERMINATION FOR DEFAULT (Equipment)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed.
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms.
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions.
4. Fails to comply with material provisions of the Contract.
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements.
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at



the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

**(Reference: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-90)**

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. 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.

**(Reference: 2 CFR § 200 Appendix II (E))**

## **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 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.

**(Reference: 2 CFR § 200 Appendix II(A))**

## **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 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.  
**(Reference: 2 CFR § 200, Appendix II(G))**

**APPENDIX 'E'**  
**CONTRACT AND BONDS**

## CONTRACT

This AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between the **County of Harnett**, hereinafter called the OWNER, and **Contractor's name and address**, hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agree that:

### 1. **Scope of Work:**

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

### **NEW TERMINAL BUILDING HARNETT REGIONAL JETPORT**

#### **Specifications and Contract Documents:**

- a. Project Plans prepared by Talbert & Bright, Inc. Dated September 2022
- b. Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- e. Technical Provisions (Construction Details)
- f. Proposal (Accepted as modified) in the amount of \$ \_\_\_\_\_
- g. Performance and Payment Bonds
- h. Appendices (Excluding subsurface investigation/testing data)
- i. Addenda
- j. Contract Modifications

ORIGINAL PROPOSAL:

TOTAL ADDITIONS:

TOTAL DEDUCTIONS:

CURRENT CONTRACT AMOUNT:

The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.

2. **Independent Contractor:** The Contractor shall perform duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the County.
3. **Conformance with Law:** The Contractor shall at all times during the term of this

contract strictly adhere to all applicable local, federal and state laws and implementing regulations as they currently exist and may hereafter be amended. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this contract. This Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific programs(s) which is/are the subject of this contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances and certification, upon which the County relies.

- a. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion, and/or handicap, in performance of work under this contract.
- b. At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
- c. The contractor certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien.

The County of Harnett is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

4. Integration of Understandings: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletions, subsequent renewal, deletion, or other amendment hereto shall have any force or affect unless embodied herein in writing signed by both parties.
5. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than seven (7) days after issuance of notice.
6. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.
7. On or before the 20th day of each calendar month, the OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor. Prior to 50 percent completion of the project, the OWNER shall may retain up to 5 percent of any periodic payment due Contractor. The balance, 95 percent of the amount

of payable, less all previous payments shall be certified for payment. Retainage will be retained by the OWNER to final payment.

When the project is 50 percent complete, the OWNER, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the architect, ENGINEER, or OWNER has been corrected by the Contractor and accepted by the architect, ENGINEER or OWNER. If the OWNER determines the Contractors' performance is unsatisfactory, the retainage may be reinstated up to the maximum amount of 5 percent.

8. Payment of the balance due the Contractor shall occur within 30 days of completion of all work covered by this contract, acceptance of same by the OWNER, and the submission of proof to the OWNER of payment in full of all labor and material by the Contractor.
9. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the OWNER shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.
10. Indemnification/Limit of Liability: The Contractor shall indemnify and hold harmless the OWNER, its officers, agents, employees and consultants, from and against any and all losses or costs including but not limited to litigation and settlement costs, counsel fees, claims, suits, action, damages, liability, and expenses, occasioned wholly or in part by the Contractor's negligent act(s) or willful omissions or fault or the negligent acts or willful omissions or fault of the Contractor's agents, subcontractors, suppliers, employees, or servants in connection with this agreement, including but not limited to those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of the agreement and any infringement or violation of any proprietary right (including but not limited to patent, copyright, trademark, service mark and trade secret). The indemnity obligations under this paragraph will survive termination of the agreement.

Dispute resolution shall be resolved in the Superior Court for the County or other political subdivision in which the project is located. The law to be applied is the Laws of the State of North Carolina. In the event the Parties are found to be jointly

at fault for any claim, action, loss or damage that results from their respective obligations under this agreement, the Contractor shall indemnify **County of Harnett** to the extent of the Contractor's fault.

11. **Controlling Law**: This contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
12. **Mediation**: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and the North Carolina General Statutes. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
13. **Use of County Name prohibited**: Contractor may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions.
14. **Severance Clause**: in the event any provision of this Agreement is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.
15. **Non-appropriation Clause**: Contractor acknowledges that OWNER is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Contractor's obligations under this contract, then this contract shall automatically expire without penalty to Contractor thirty (30) days after written notice to OWNER of the non-appropriation of public funds.



IN WITNESS WHEREOF, the OWNER and Contractor hereto have executed this Contract on the day and date first above written in four counterparts, be deemed an original Contract.

BY:

BY:

\_\_\_\_\_  
**COUNTY OF HARNETT**

\_\_\_\_\_  
**CONTRACTOR'S NAME**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name:  
Title:

Executed in quadruple

**PERFORMANCE BOND**  
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

**CONTRACTOR NAME**  
**CONTRACTOR ADDRESS**

as Principal, hereinafter called Contractor and \_\_\_\_\_, a corporation duly organized in the State of \_\_\_\_\_ and licensed under laws of and authorized to do business in the State of North Carolina as Surety, hereinafter called Surety, are held firmly bound unto

**COUNTY OF HARNETT**  
**102 EAST FRONT STREET**  
**LILLINGTON, NORTH CAROLINA 27546**

hereinafter called OWNER, in the amount of write in words (\$ amount) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ 2021, entered into a Contract with OWNER for **New Terminal Building**, in accordance with drawings and specifications prepared by:

**TALBERT & BRIGHT, INC.**  
**4810 SHELLEY DRIVE**  
**WILMINGTON, NORTH CAROLINA 28405**

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER and Contractor.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or,

if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price, but not exceeding (including other costs and damages for which the Surety may be liable hereunder), the amount set forth in the second paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable by OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor. It is the intent for the contract to be completed within the contract time or liquidated damages will be assessed in accordance with the specifications.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ 2021.

**BY:**

**BY:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Name (Seal)

\_\_\_\_\_  
Name (Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**WITNESS:**

**WITNESS:**

**BY:**

\_\_\_\_\_  
Licensed Resident Agent (Signature)

\_\_\_\_\_  
Licensed Resident Agent (Typed)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

**LABOR AND MATERIAL PAYMENT BOND**  
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

**CONTRACTOR NAME**  
**CONTRACTOR ADDRESS**

as Principal, hereinafter called Principal, and \_\_\_\_\_ corporation duly organized in the State of \_\_\_\_\_ and licensed under the laws of and authorized to do business in the State of North Carolina as Surety, hereinafter called Surety, are held firmly bound unto

**COUNTY OF HARNETT**  
**102 EAST FRONT STREET**  
**LILLINGTON, NORTH CAROLINA 27546**

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of **write in words** (\$ **amount**) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_ 2021 entered into a contract with OWNER for **New Terminal Building** in accordance with drawings and specifications prepared by:

**TALBERT & BRIGHT, INC.**  
**4810 SHELLEY DRIVE**  
**WILMINGTON, NORTH CAROLINA 28405**

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
  - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BY:**

**BY:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Name (Seal)

\_\_\_\_\_  
Name (Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**WITNESS:**

**WITNESS:**

**BY:**

\_\_\_\_\_  
Licensed Resident Agent (Signature)

\_\_\_\_\_  
Licensed Resident Agent (Typed)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

# **APPENDIX 'F'**

## **FORMS**



**TALBERT & BRIGHT, INC.  
CHANGE ORDER**

NO.: \_\_\_\_\_

DATED \_\_\_\_\_

GRANT NO: 36237.25.15.1 TBI NO: 2701-1701/1801

PROJECT: New Terminal Building AIRPORT: Harnett Regional Jetport

OWNER: County of Harnett

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

CONTRACT FOR: \_\_\_\_\_ DATE: \_\_\_\_\_

TO: \_\_\_\_\_, (CONTRACTOR)

ORIGINAL CONTRACT AMOUNT \$ \_\_\_\_\_

PREVIOUS CHANGES \$ \_\_\_\_\_

CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER \$ \_\_\_\_\_

NET (INCREASE) (DECREASE) RESULTING FROM THIS CHANGE ORDER \$ \_\_\_\_\_

CURRENT CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER \$ \_\_\_\_\_

NET CONTRACT (INCREASE) (DECREASE) RESULTING FROM THIS CHANGE ORDER \_\_\_\_\_ (WORKING DAYS)

CURRENT CONTRACT TIME INCLUDING THIS CHANGE ORDER \_\_\_\_\_ (WORKING DAYS)

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;
- B. The rights of the Owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as a consequence of the aforementioned changes are satisfied.

RECOMMENDED FOR ACCEPTANCE: TALBERT & BRIGHT, INC.:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED BY CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_, (CONTRACTOR NAME)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED BY OWNER: \_\_\_\_\_, (OWNER NAME)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

YOU ARE DIRECTED TO MAKE THE CHANGES NOTED BELOW IN THE SUBJECT CONTRACT:

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
NET ADDITIONS OR DELETIONS			
NET ADDITIONS OR DELETIONS			

REASON FOR CHANGE:

---

ITEM NO -

---

ITEM NO -

---

ITEM NO -

---

**ESTIMATE FOR PARTIAL PAYMENT**

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

---

Grant No. <u>36237.25.15.1/36237.25.17.1</u>	TBI No.: <u>2701-1701/1801</u>
Project Name: <u>New Terminal Building</u>	Airport: <u>Harnett Regional Jetport</u>
Contractor: _____	Contract Date: _____
Contract for: _____	
Application Date: _____	Period Ending: _____

---

Original Contract Price	_____
Net Change Orders	_____
Current Contract Price	_____
Total Amount Earned (Col. 9)	_____
Retained Percentage (____%)	_____
Total Earned Less Retained	_____
Total Previously Approved	_____
Amount Due This Estimate	_____
Total Amount Due	_____

---

**CERTIFICATE OF CONTRACTOR**

The undersigned certifies to the best of his knowledge and belief that all items, units, quantities and prices for work and material herein are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the Construction Contract and all authorized changes thereto; that the above is a true and correct statement of the contract up to and including the last day of the period of the estimate; that all previous payments received from the Owner for work performed under the Construction Contract have been applied to discharge all obligations incurred by the undersigned in connection with work covered by prior estimates for partial payment; and that all materials and equipment incorporated in the above project are free and clear of all liens, security interests and encumbrances.

Contractor: \_\_\_\_\_ Title: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

---

**CERTIFICATE OF OWNER'S ENGINEERS**

I certify that I have verified this Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed materials supplied under the Contract.

TALBERT & BRIGHT, INC., WILMINGTON, NORTH CAROLINA

<b>Resident Observer</b>	<b>Project Engineer</b>
Name: _____	Name: _____
Date: _____	Date: _____

---

**OWNER'S RECOMMENDATION FOR PAYMENT**

Approved and Payment Recommended \_\_\_\_\_, OWNER  
 BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

Sheet \_\_\_\_ of \_\_\_\_ Sheets

No. And Description of Unit		Contract			Work Done This Period		Work Completed to Date		
Item # (1)	Detailed Estimate (2)	Quantity (3)	Unit Price (4)	Cost Estimate (5)	No. of Units (6)	Amount Earned (7)	No. of Units (8)	Amount Earned (9)	Percent Complete (10)
Totals									

**SALES TAX REPORT**

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

**REPORTING PERIOD:** \_\_\_\_\_

Sheet \_\_\_\_ of \_\_\_\_ Sheets

**PROJECT NAME:** New Terminal Building

**GRANT #:** 36237.25.15.1/36237.25.17.1

**AIRPORT:** Harnett Regional Jetport

						Sales Tax this Period		
Invoice No.	Invoice Date	Vendor's Name	Vendor's County	Total Invoice Amount	Pre-Tax Invoice Amount	State Tax	County Tax	Total Tax
<b>Total Sales Tax This Period</b>								

				Cumulative Sales Tax To Date, Including This Period		
Vendor's Name	Vendor's County	Cumulative Amount of Invoices	Cumulative of Pre-Tax Amount	Cumulative State Tax	Cumulative County Tax	Cumulative Tax
<b>Total Cumulative Sales Tax</b>						

**Certification:**

I certify that the above figures only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure, or finished product. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

\_\_\_\_\_  
(Firm Name)

Sworn To & Subscribed Before Me  
This The \_\_\_\_ Day of \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Notary Public)

(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
County, North Carolina  
My Commission Expires: \_\_\_\_\_



Talbert & Bright: 2701-1701/1801  
WBS No.: 36237.25.15.1

Harnett Regional Jetport (HRJ) New Terminal Building  
September 9, 2022

**TALBERT & BRIGHT, INC.**  
**PROJECT DIARY**

Project: New Terminal Building TBI No.: \_\_\_\_\_ Week Ending: \_\_\_\_\_

Equipment Working: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approximate No. of Employees: \_\_\_\_\_

---

**SATURDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

**SUNDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

**MONDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

**TUESDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

**WEDNESDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

**THURSDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

**FRIDAY** Date: \_\_\_\_\_ Weather: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Temperature: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Work in Progress: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hours Worked: Contractor: \_\_\_\_\_ RPR: \_\_\_\_\_ Lab: \_\_\_\_\_ Contract Days To Date: \_\_\_\_\_

---

I certify that I have performed the field work and administrative duties for this project, and that through my presence and personal observation of the work and through standard testing methods, the Contractor is accomplishing the contract work in accordance with the requirements of the plans and specifications. (Certification by RPR and Contractor.)

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Project Representative

\_\_\_\_\_  
Date



**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

- OWNER
- ENGINEER
- CONTRACTOR
- SURETY
- OTHER

PROJECT (Name and Address): New Terminal Building  
Harnett Regional Jetport  
Erwin, North Carolina

TO (Owner): Engineer's Project No.: 2701-1701/1801  
Grant No.: 36237.25.15.1/36237.25.17.1  
Contract for: County of Harnett  
Contract Date: \_\_\_\_\_

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

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(insert name and address of Surety Company here)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Surety Company

on bond of (here insert name and address of Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety Company of its obligations to (here insert name and address of Owner)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Owner

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Surety Company  
Signature of Authorized Representative

Attest:  
(Seal):

\_\_\_\_\_  
Title

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by \_\_\_\_\_ to furnish labor and materials for \_\_\_\_\_ work, under a contract \_\_\_\_\_ for the improvement of property described as \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of North Carolina, of which \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ 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, materials, 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.

(SEAL)

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

(SEAL)

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

(Affix corporate seal here)

\_\_\_\_\_  
TITLE





**DBE/MBE/WBE REPLACEMENT REQUEST FORM**

The North Carolina Department of Transportation (NCDOT) is committed to the participation of Disadvantaged, Minority and Women Business Enterprises (DBE/MBE/WBE), in contracting opportunities in accordance with 49 Code of Federal Regulations (CFR). It is the policy of NCDOT to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of the contracts.

In accordance with the Special Provisions the Contractor shall not terminate a committed DBE/MBE/WBE subcontractor for the convenience or perform the work with its own forces or those of an affiliate. Reasonable methods to resolve performance disputes must be applied. The contractor must demonstrate reasonable efforts to replace a committed DBE/MBE/WBE firm that does not perform as intended with another committed **DBE/MBE/WBE** firm. Replacement of a DBE without written approval from NCDOT is a violation of contract provisions and may result in the Contractor being disqualified from bidding for a period of up to 6 months.

**NCDOT Contract / Project Number:** \_\_\_\_\_

**DBE/MBE/WBE being replaced:** \_\_\_\_\_

**Explanation for Replacement:**

**Subcontract Amount:** \_\_\_\_\_

**Amount of Subcontract Remaining:** \_\_\_\_\_

**Line Items:**

If a DBE/MBE/WBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor will make good faith efforts to find another DBE/MBE/WBE subcontractor to substitute for the original DBE/MBE/WBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as DBE/MBE/WBE that was terminated, to the extent needed to meet the contract goal established for the project.

**Replacement Contractor:** \_\_\_\_\_

**Is this a NCDOT Certified DBE/MBE/WBE contractor?** Yes  No

By signing this document, the Contractors and Resident Engineer who is the designated representative of NCDOT, concurs with the process of replacing the named DBE/MBE/WBE subcontractor.

\_\_\_\_\_  
**Prime Contractor Signature** **Date**

\_\_\_\_\_  
**DBE Contractor Signature** **Date**

**INSTRUCTION FOR SUBMITTAL OF  
DBE/MBE/WBE REPLACEMENT REQUEST FORM**

**(IN ADDITION TO SUBMITTING THIS FORM, THE CONTRACT ADMINISTRATOR MUST MAKE SURE THE FOLLOWING ADDITIONAL STEPS ARE SATISFIED.)**

- 1. Prior to starting the replacement process, the prime contractor is responsible for coordinating with the DBE/MBE/WBE subcontractor to see if they are willing and able to perform the work as indicated in their contract.**
- 2. If the DBE/MBE/WBE subcontractor cannot perform the work, the Contract Administrator will coordinate with the State Contractor Utilization Engineer to begin the DBE/MBE/WBE replacement process. The State Contractor Utilization Engineer will work with the Business Opportunity and Workforce Development Unit.**
- 3. The Contract Administrator will make sure the Prime Contractor has submitted all supporting documentation for DBE/MBE/WBE replacement. Letters, emails or any other correspondence between the Prime Contractor, the DBE/MBE/WBE subcontractor, and the Contract Administrator will be considered supporting documentation. This documentation must provide valid reason(s) for replacement (i.e. performance issues, no longer in business). Prime Contractors cannot replace for convenience or perform the work with its own forces or those of an affiliate.**
- 4. The Contract Administrator will make sure the DBE/MBE/WBE subcontractor has been notified and is aware of the replacement requests.**
- 5. If the Prime Contractor is given approval by the Contract Administrator to replace a DBE/MBE/WBE subcontractor, the Contract Administrator will submit all documentation of Good Faith required of the Prime Contractor (Phone logs, emails, any other documentation to support a Good Faith Effort) to the State Contractor Utilization Engineer. The Prime Contractor shall be made aware that he/she needs to make a Good Faith Effort to replace a DBE with a DBE on federal contracts. On state funded contracts Good Faith Efforts shall be made to replace a MBE with a MBE, and a WBE with a WBE.**
- 6. Signature lines on form: Ideally, the form should contain the signature of the original DBE/MBE/WBE subcontractor. However, if this is not possible (i.e. the DBE/MBE/WBE will not sign), then documentation supporting the decision and acknowledgement of the reasons for replacement by the DBE/MBE/WBE subcontractor should be attached.**
- 7. A copy of the replacement documentation and the form should be sent to the State Contractor Utilization Engineer in the Contractual Services Unit.**

**APPENDIX 'G'**  
**CONSTRUCTION SAFETY AND**  
**PHASING PLAN (CSPP)**

# **CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)**

# **TERMINAL SITE IMPROVEMENTS**

**NCDOA GRANT NO: 36237.TBD**

**HARNETT REGIONAL JETPORT (HRJ)  
ERWIN, NORTH CAROLINA**

**Prepared For:  
COUNTY OF HARNETT**

**In Cooperation With:  
FEDERAL AVIATION ADMINISTRATION  
And  
NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION – DIVISION OF AVIATION**

*Engineer:*  
**TALBERT & BRIGHT, INC.**  
*Engineering and Planning Consultants*  
**4810 Shelley Drive**  
**Wilmington, NC 28405**  
**(910) 763-5350**

**TBI No. 2701-1802**  
**April 2021**  
**NC Engineering License No. C-0713**

Construction Safety and Phasing Plan (CSPP)  
Terminal Site Improvements  
Harnett Regional Jetport (HRJ)

April 2021

## **INTRODUCTION**

The existing terminal at Harnett Regional Jetport will be demolished to make way for a new terminal building in the same location. On top of construction of a new terminal building, the parking lot area will be reconstructed with the project as well as alternates to include reconstruction of the parking lot. The new terminal building will have a larger footprint compared to the existing terminal, which will impact adjacent grading and parking lot grading. The adjacent fence to the terminal building will also be removed and replaced, with temporary fence being placed in the interim.

The project will generally include earthwork operations, placement of aggregate base course, pavement, pavement marking, concrete sidewalks, curbing, stormwater modifications, utility improvements, fencing removal and installation, sodding and temporary erosion control items.

This Construction Safety and Phasing Plan has been prepared in accordance with FAA Advisory Circular (AC) 150/5370-2G, Operational Safety on Airports During Construction. The Plan is organized into 19 chapters corresponding to article 2.4 of Chapter 2 of the AC.



## Chapter 1 - COORDINATION

- A. Pre-Bid Conference.** A pre-bid conference for the project will be held prior to the bid opening date. The conference will be attended by the Owner, Engineer and the construction community.
- B. Pre-Construction Conference.** A pre-construction conference will be held following contract award and prior to Notice-to-Proceed. Invitees will include representatives of the Owner, Engineer, contractor, key sub-contractors and suppliers, NCDOT Division of Aviation, and other interested parties.
- C. Construction Progress Meetings.** Progress meetings with representatives of the Owner, Contractor and Engineer will be held throughout the project. These meetings will generally be bi-weekly throughout the project. The purpose of these meetings will be scheduling and coordination of the work activities and discussion of operational safety and security matters. The contractor will be required to have a qualified representative with knowledge of the Airport, Plans, and Safety Measures at each of these meetings. Safety, security, schedule, and local coordination (Airport/NOTAMs, etc.) will be standing agenda items.
- D. Scope or Schedule Changes.** Any work scope changes contemplated will be discussed and coordinated at progress meetings and formally approved as appropriate prior to implementation. The contractor is required to prepare, submit, and regularly update a detailed construction progress schedule for the project. The schedule, and any contemplated changes, will be discussed at the pre-construction conference and all progress meetings.
- E. FAA Coordination.** Any changes to this Construction Safety and Phasing Plan (CSPP) must be made in coordination with Airport Management, the Contractor, Engineer, and the FAA. All changes must be approved by the FAA prior to being implemented.

## Chapter 2 - PHASING

### A. Phase Elements.

The project involves the demolition and construction of a new terminal building as well as reconstruction of the parking lot area. The project will require closure of a section of the apron for the construction of the terminal building and grading tie into the apron. The project is expected to be completed in three phases.

**Phase 1** - Setup of the temporary terminal building, staging area, and contractor staging area,

**Phase 2** - The terminal demolition, new terminal construction, and the reconstruction of the parking lot.

**Phase 3** - Mill and fill of the existing parking lot access road. This item will be phased separately to minimize the impact to airport operations.

The Project Safety Plan and Phasing Plans (Sheets C-101, C-102 and C-103) shows detailed information about phased locations and areas of closures. The areas of operations affected by the construction activity and mitigation of the effects are listed in Chapter 3: Areas of Operations Affected by Construction.

- B. **Construction Safety Drawings.** The project safety plan, notes, and details are on Sheet C-101. The drawings also include sequence of construction notes for all phases, located on Sheets C-102 and C-103. See Safety and Phasing Plan drawings included in **Appendix A**.

### Chapter 3 - AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

**A. Identification of Affected Areas.** The project site is located off Airport Road. Temporary closure of the apron adjacent to the terminal building will be required to construct the terminal building. The apron closure area should not affect the airport operations because temporary centerline marking will be installed to guide aircraft safely around active project site. Lighted barricades will be placed accordingly to mark edge of temporary taxiway, as shown on plan sheet C-103.

**B. Mitigation of Effects.** Mitigation measures for the duration of construction are described below. The required closures are not expected to result in traffic capacity issues at HRJ. It may pose minor inconvenience to the Airport users and tenants.

**Phase 1:** Temporary Terminal construction site is located outside of active air operations.

**Phase 2:** During the construction of Phase 2 (New terminal building and parking lot re-construction) access to the aircraft apron will remain open for the majority of the duration of Phase 2. This was done to allow airside access for tenants, airport operations and fueling operations.

**Phase 3:** Access road mill and fill pavement operations will be completed at the same time Phase 2 pavement operations begin. This will minimize the impact to airside operations due to being the main access route to the airside operations area.

Mitigation of impacts during all areas of construction will also be provided by careful scheduling and coordination of the sequence of the work.

As the work progresses and especially prior to any closures, the Contractor will be required to communicate, coordinate, and cooperate with the Engineer, Resident Project Representative (RPR), and Airport Management regarding the work schedule and status.

## **Chapter 4 - PROTECTION OF NAVIGATION AIDS (NAVAIDs)**

No NAVAIDs will be affected with this project, except the transition of power source for the new power connection. Temporary generator will be coordinated with this project to maintain continuous power to airport NAVAIDs.

The requirements for protection of existing facilities and NAVAIDs are presented in Sections PSP-16 and PSP-17 of the Project Special Provisions.

Airport facilities staff will be invited to all project meetings to assure coordinated efforts to locate and protect the affected infrastructure.

## Chapter 5 - CONTRACTOR ACCESS

**A. Location of Stockpiled Construction Materials.** All stockpiles of materials or equipment shall be located in the contractor staging areas as shown on the plans or as coordinated with the airport. Excess material stockpiled shall not exceed 20 feet in height. All loose items within the staging areas shall be secured at all times. Prior to leaving work each day, the Contractor shall return all construction materials and equipment to the staging areas. No stockpiles will be permitted within the ROFA/TOFA as part of this project.

### **B. Vehicle and Pedestrian Operations**

- 1) **Construction site parking.** Personal cars shall be parked outside of secured airfield areas.
- 2) **Construction equipment parking.** Prior to leaving work each day, Contractor shall return all equipment to the staging areas. For locations of staging areas, see Sheet C-103 of the Plans.
- 3) **Access and haul roads.** Access roads to be used under this Contract shall be those shown on Sheet C-103. The Contractor shall confine his equipment and hauling where practical to existing roads on the Airport. If existing pavement or road surface is damaged by the Contractor's operations, it shall be repaired to its original condition. Metal track vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface.

The Contractor shall conduct his operations in such a manner as to assure that such operations do not impede access to any area of the airfield at any time by the emergency vehicles. Emergency vehicle access shall be a standing agenda item for all progress meetings. The Contractor shall cooperate fully and immediately with any directives issued by Airport Management relative to emergency access.

- 4) **Marking and lighting of vehicles.** All vehicles operating in the AOA shall be lighted or flagged in accordance with FAA Advisory Circular 150/5210-5D, "Painting, Marking, and Lighting of Vehicles Used on an Airport". Copies of the Advisory Circular will be made available upon request.
- 5) **Description of proper vehicle operations.** All construction vehicles must be cleared for access by the Airport Management.

- 6) **Required escorts.** All Contractor personnel, including but not limited to, general laborers, subcontractors, drivers, and journeymen working within active air operations areas must at all times remain within visual and voice range of contractor supervisory personnel. For the purposes of this project, the air operations areas (AOA) refer to all areas within the airport security fence.
- 7) **Situational awareness.** Men, equipment, or other construction-related material are not allowed within the RSA of an open runway at any time.

Movement of construction vehicles will be restricted to construction areas by lighted barricades. See project Phasing Plans for barricade locations.

Contractor will be required to ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the Air Operations Areas (AOA) from the construction site unless authorized.

During construction, adjacent apron will be open to aircraft unless otherwise noted. Aircraft will have the right of way at all times. Contractor shall be aware of the aircraft movements and the jet-blast and/or prop-wash associated with these aircraft. The Contractor shall secure loose items.

## C. Airport Security

- 1) **Fencing and gates.** The Contractor shall coordinate ingress-egress requirements with the Airport Management. All open gates to secured airport areas shall be monitored continuously by Contractor's personnel to control access to secured area or shall be closed and locked. Contractor personnel shall not allow any unauthorized personnel or animals to enter through the construction gate. The Contractor shall be responsible for securing and locking all gates when not in use and at the end of each day's operations.

Prior to entering the secured AOA of the airport each day, the Contractor shall check in with the Airport. Close coordination for access to work areas and schedules between the Contractor, other Contractors working in the project area, and Airport will be required throughout the project. Contractor shall provide a list of all key holders for Contractor's locks seven days prior to construction.

- 2) Airports subject to 49 CFR Part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel. Badging Requirements are not applicable.

## Chapter 6 - WILDLIFE MANAGEMENT

- A. Trash.** The Contractor shall clean all construction areas of litter, loose papers, debris, etc. on a daily basis, or as directed by the Engineer/Airport. Food scraps must be collected and properly disposed of by construction personnel. Prior to the close of daily operations, Contractor shall inspect all active Air Operations Areas and construction areas for litter. All debris shall be cleaned up and properly disposed of prior to release of crews from each shift.
- B. Standing Water.** If wet conditions are encountered during construction, Contractor is responsible for dewatering areas to remove standing water.
- C. Tall Grass and Seeds.** All seeding shall comply with the Seeding Specifications (T-901) to avoid seed mixtures that will attract wildlife. The Contractor shall protect seeded areas against traffic. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.
- D. Poorly Maintained Fencing and Gates.** The airport perimeter fencing and gates shall be carefully protected by the Contractor. Any facilities damaged by the Contractor will be repaired immediately and restored to original condition at Contractor's cost.
- E. Disruption of Existing Wildlife Habitat.** The airport actively manages wildlife. This project is not expected to disrupt any existing wildlife habitat.

Contractor shall notify Airport Management and Engineer immediately of any wildlife encounters and/or sightings.

## **Chapter 7 - FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT**

- 1.** Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. During construction operations, Contractor is responsible for monitoring and controlling FOD to the satisfaction of Airport Management and the Engineer. Prior to the close of daily operations, Contractor shall inspect all construction areas to ensure that they are clear of FOD.
- 2.** Prior to reopening any construction work area, Contractor must perform a walk through with Airport Management and the Engineer to confirm that the areas are free of FOD or other hazards.



## **Chapter 8 - HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT**

- 1.** Contractor shall be responsible for oil management and for expeditious containment and clean-up of spills on the airport property resulting from fuel, lubricant or hydraulic fluid leaks from construction vehicles and/or equipment.
- 2.** The Contractor shall furnish to the Engineer and airport maintenance and safety staff, MSDS sheets for all chemicals used during construction, including but not limited to lime products.
- 3.** Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15A, Management of Airport Industrial Waste.

## Chapter 9 - NOTIFICATION OF CONSTRUCTION ACTIVITIES

### A. Maintenance of a List of Responsible Representatives/Points of Contact

- 1) The Contractor and all subcontractors shall designate a representative and alternate to contact on a 24-hour basis should problems arise. The point of contact provided must be able to coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. The Contractor shall provide a listing of all contact persons of all supervisory personnel and all subcontractors.

Airport Contact:      Harnett Regional Jetport  
                                 Mr. Barry Blevins  
                                 County General Services Director      (910) 814-6152  
                                 Ms. Natalie, FBO      (910) 814-2740

- B. Notices to Airmen (NOTAM).** The Owner will issue the necessary NOTAMS to reflect hazardous and operational conditions. The Contractor shall work with the Engineer and Owner to schedule NOTAM issuance, Airport Operations Area (AOA) closures and shall provide the Owner and Engineer with advance notice of the need to issue or close a NOTAM. It is important that NOTAMS be kept current and reflects the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.

The Contractor shall not begin work unless and until 72 hours prior notice has been given to the Engineer and Airport Management. Crossing of runways or taxiways is allowed only if the runway or taxiway is closed. Contractor is prohibited from entering the runway safety areas and NAVAID critical areas at any time.

- C. Emergency Notification Procedures.** In an emergency situation the Contractor is to call 911 and notify the Airport Management immediately.
- D. Coordination with ARFF Personnel.** Emergency access routes will be coordinated with Airport Management and modified to work around proposed construction areas. See Sheet C-101 for construction work areas. The airport safety staff will be invited to all project meetings for coordination of safety and security matters.

### E. Notification to the FAA

- 1) **Part 77.** It is anticipated that a crane up to 50' in height may be required to construct the terminal building. The Contractor shall provide a minimum 48-hour notice to the Airport prior to the use of the crane to allow the Airport to issue the

appropriate NOTAMS. The crane at 50' will be under the 7:1 transition slope for the 1000' wide primary surface for Runway 5-23 at the terminal location. The Contractor shall be required to provide an obstruction light for the crane and the crane boom shall be lowered when not in use. Operating conditions shall be coordinated with Airport Management.

If Contractor utilizes equipment exceeding 50' in height, the Contractor is responsible for filing a "Notice of Proposed Construction or Alteration" (FAA Form 7460) with FAA prior to erecting equipment. Contractor should allow at least 45 days for FAA review. Detailed instructions can be found on the FAA website: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

Talbert & Bright has submitted FAA Form 7460 for this project.

## **Chapter 10 - INSPECTION REQUIREMENTS**

### **A. Daily Inspections**

- 1) Frequent inspections will be made by the Airport Management during critical phases of the work to ensure that the Contractor is following the recommended airfield safety procedures.

### **B. Final Inspections**

- 1) Prior to final acceptance of the work, Contractor must perform a walkthrough of the construction area with Airport Management and/or the Engineer to confirm that the work areas are free of any hazards.
- 2) Contractor shall be required to remedy any deficiencies immediately, whether caused by negligence, oversight, or project scope change to the satisfaction of Airport Management and the Engineer.

## **Chapter 11 - UNDERGROUND UTILITIES**

- 1)** Underground utilities are known to be located in the project areas. Existing underground utilities including but not limited to underground electric, telephone, water, and sanitary sewer. Locations of utilities if shown on the Plans are approximate only. All utilities and facilities are not necessarily indicated on Plans. It shall be the Contractor's responsibility to locate and protect existing utilities and facilities from damage.
- 2)** All existing facilities will be carefully protected by the Contractor. Any facilities damaged by the Contractor will be repaired immediately and restored to original condition at the Contractor's expense. All runway lights, taxiway lights, signs, and surfaces to remain shall be protected by suitable means. If damaged by the Contractor, these and any other above or below ground facilities shall be repaired at the Contractor's expense, to the satisfaction of the Engineer and the Owner.
- 3)** It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.
- 4)** Should the Contractor damage or interrupt the operations of a utility service or facility outside the project limits by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.
- 5)** The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Contract Owner reserves the right to deduct such costs from any monies due or which may become due to the Contractor.

## **Chapter 12 - PENALTIES**

1. Liquidated Damages are listed in the Project Special Provisions of the Specifications.

## **Chapter 13 - SPECIAL CONDITIONS**

- 1.** The Contractor's supervisory personnel are expected to become knowledgeable regarding the airport's operational, safety and security requirements, actively participate in project meetings, establish effective communications with the RPR, Airport Management and safety personnel and other personnel. The Contractor shall cooperate with the airport and FAA in operational matters and during emergency response situations.
- 2.** The Harnett Regional Jetport does not have an Airport Traffic Control Tower (ATCT). Aircraft pilots operating on the airfield must rely on NOTAMs, markings, barricades, etc. to navigate safely around construction zones. This perspective should be considered when implementing closures and work phase transitions.
- 3.** During temporary apron closures, the Contractor shall move lighted barricades and maintain them to properly notate the closing of the apron.

## **Chapter 14 - RUNWAY AND TAXIWAY VISUAL AIDS**

No runway or taxiway visual aids will be affected by this project.



## **Chapter 15 - MARKING AND SIGNS FOR ACCESS ROUTES**

- 1.** The contractor access routes are shown on Sheet C-101 of the Plans. Access points and on-airport access routes shall be discussed at the pre-construction conference and at progress meetings to address construction needs and airport operational safety and security considerations. Access route physical conditions shall be regularly reviewed. The Contractor is expected to maintain the haul routes in safe, clean, orderly condition at all times. Many of the routes are also used for maintenance access, security checks and emergency response; these routes must be passable at all times and in all weather conditions.
- 2.** The Contractor shall provide signs and markings for access routes on the airport as needed to control and guide the construction traffic. All signs and markings shall be coordinated with the Engineer and airport staff and reviewed for safety and security considerations.
- 3.** The parking lot will be closed for the duration of Phase 2 and 3, as shown on Sheet C-103. However, new temporary parking in Phase 1 shall be completed prior to the closure of existing parking lot in Phase 2.

## Chapter 16 - HAZARD MARKING AND LIGHTING

**A. Purpose.** The hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. Hazard marking and lighting shall also identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast.

### **B. Equipment**

- 1) **Lighted barricades.** Low profile aviation barricades shall be manufactured low-profile aviation barricades. Spacing shall be 5 feet apart or as directed by the Engineer. See detail on Sheet C-101 of the plans for requirements.
- 2) **Lights must be red.** A steady burning red light shall be centered on each lighted barricade and must meet the luminance requirements of the State Highway Department. Lights must be securely mounted on barricades and spaced at no more than 10 feet. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations.
- 3) **Air Operations Area - General.** Barricades are not permitted in any active safety area. Within runway or taxiway object free areas, steady burning red lights mounted on barricades marked with diagonal, alternating orange and white stripes as noted above, shall be provided to separate all construction/maintenance areas from the movement area. All barricades adjacent to any open runway or taxiway/taxilane safety area must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inches above the ground.
- 4) **Maintenance.** The Contractor must have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The Contractor must file the contact person's information with the airport operations. Lighting should be checked for proper operation at least once per day, preferably at dusk.

## **Chapter 17 – WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION**

- 1.** If construction is to be performed during nighttime hours, lighting equipment shall adequately illuminate the work area. Minimum illumination levels must conform to AC 150/5370-10H for nighttime construction efforts.
- 2.** All support equipment, with the exception of haul trucks, shall be equipped with lights to safely illuminate the immediate area.
- 3.** All light towers shall be positioned and adjusted to aim away from active runways to prevent blinding effects. Shielding may be necessary to achieve this. Light towers shall be removed from the work area when reopened to aircraft operations.

## Chapter 18 - PROTECTION

All the affected safety and object free areas are shown on Sheet C-103 in the Plans. Dimensions, location and protection of the RSA, ROFA, OFZ, TSA and TOFA areas of open facilities will be discussed at the pre-construction conference and progress meetings.

**A. Runway Safety Area (RSA).** No Construction will take place in the RSA for this project.

**B. Runway Object Free Area (ROFA).** No Construction will take place in the ROFA for this project.

**C. Taxiway Safety Area (TSA).** No Construction will take place in the TSA for this project.

**D. Taxiway & Taxilane Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate (*extend into*) the taxiway or taxilane object free area during normal operations. Thus, the restrictions are more stringent. Barricades and cones will be used to segregate construction zones from areas open to aircraft. The taxiway object free area width for HRJ is 131 feet wide. Construction activities within the TOFA are subject to the following conditions:

- 1) **No construction may occur within the existing TOFA** while the taxiway is open for aircraft operations. The TOFA dimensions may be temporarily adjusted. For this project, a five-foot clearance shall be maintained between equipment and materials and any part of an aircraft (includes wingtip overhand). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft (Reference AC 150/5370-2G Section 2.22.4.3.5).
- 2) **The airport operator must coordinate** the adjustment of the TOFA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.
- 3) **Five-foot clearance** is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airport personnel rather than construction workers.

- E. Obstacle Free Zone (OFZ).** No Construction will take place in the OFZ for this project.
- F. Runway Approach/Departure Surfaces.** No work is proposed in the runway approaches for this project.

## Chapter 19 - OTHER LIMITATIONS ON CONSTRUCTION

### A. Prohibitions

- 1) **Use of tall equipment.** It is anticipated that a crane up to 50' in height may be required to construct the terminal building. The Contractor shall provide a minimum 48-hour notice to the Airport prior to the use of the crane to allow the Airport to issue the appropriate NOTAMS. The Contractor shall be required to provide an obstruction light for the crane and the crane boom shall be lowered when not in use. Operating conditions shall be coordinated with Airport Management.

If Contractor utilizes equipment exceeding 50' in height, Contractor is responsible for filing a "Notice of proposed Construction" (7460) with FAA prior to erecting equipment. Contractor should allow at least 45 days for FAA review. Detailed instructions can be found on the FAA website:

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

Talbert & Bright has submitted FAA Form 7460 for this project.

- 1) **No use of open flame welding or torches.** Burning of material is not permitted.
- 2) **No use of electrical blasting caps** on or within 1,000 feet of the airport property.
- 3) **No use of flare pots** within the AOA.

### B. Restrictions

- 1) **Night time construction.** Contractor may only work during daylight hours. All equipment must be returned to the staging area at the end of each day.

SECTION 002315 – BIDDER’S REQUEST FOR INFORMATION FORM

Instructions: *Requests for Information are accepted from Prime Bidders only. Subcontractors and Suppliers must submit Requests through a Prime Bidder. Bidders are required to complete this form and submit it no later than 5:00 p.m. (local time), Friday, September 30, 2022. Please complete all sections below and email form to [travis@twgarchitects.com](mailto:travis@twgarchitects.com).*

*Architect’s response will be issued by formal Addendum.*

Date:	
Requested by (Name):	
Email:	
Phone:	
Company Name:	
Related Specification Section & Paragraph #:	
Related Drawing & Detail #:	
Bidder’s Inquiry (incomplete inquiries will not be considered):	

END OF SECTION 002315

SECTION 002615 – BIDDER’S SUBSTITUTION REQUEST FORM

Instructions: *Requests for Substitution are accepted from Prime Bidders only. Subcontractors and Suppliers must submit Requests through a Prime Bidder. Bidders are required to complete this form and provide required attachments and submit it no later than 5:00 p.m. (local time), Friday, September 30, 2022. Please complete all sections below and email form to [travis@twgarchitects.com](mailto:travis@twgarchitects.com).*

*Architect’s response will be issued by formal Addendum. Incomplete submittals will not be considered.*

Date:	
Requested by (Name):	
Email:	
Phone:	
Company Name:	
Related Specification Section & Paragraph #:	
<b>Specified</b> product / Fabrication Method:	
<b>Proposed</b> Product / Fabrication Method:	
Required information for <b>Proposed</b> Product:	<ul style="list-style-type: none"> <li>• Point by Point Comparative Product Data</li> <li>• Tests</li> <li>• Reports</li> <li>• Fabrication Drawings</li> <li>• Samples (Where applicable)</li> </ul>
List of Related Changes / Modifications:	
Differences between proposed substitution and specified product:	
Proposed product / fabrication method affects other parts of the Work:	___ No ___ Yes: explain:
Undersigned certifies:	<ul style="list-style-type: none"> <li>• Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product as utilized for this project, except as noted herein.</li> <li>• Qualifications of manufacturer, installer, and other specified parties</li> </ul>



	<p>meet the specified qualifications.</p> <ul style="list-style-type: none"><li>• Same special warranty will be furnished for proposed substitution as for specified product.</li><li>• Same maintenance service and source for replacement parts, as applicable, is available as that specified.</li><li>• Proposed substitution does not affect dimensions and functional clearances, except as noted herein.</li></ul>
For the Bidder:	<p>_____</p> <p>Bidder Company Name:</p> <p>_____</p> <p>Submitted by Name (print):</p> <p>_____</p> <p>Signed:</p> <p>_____</p> <p>Date:</p>
For the Manufacturer:	<p>_____</p> <p>Manufacturer Company Name:</p> <p>_____</p> <p>Submitted by Name (print):</p> <p>_____</p> <p>Signed:</p> <p>_____</p> <p>Date:</p>

END OF SECTION 002615

## SECTION 003100 – AVAILABLE INFORMATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Document with its referenced attachments is part of the Bidding Requirements for this project and is not part of the Contract Documents. It includes the following:
1. Geotechnical Boring Report.
  2. Survey to Identify Asbestos-Containing Materials.
  3. Survey to Identify Lead-Based Paints.

#### 1.2 PROJECT CONDITIONS

- A. Geotechnical Data
1. Subsurface investigation reports have been prepared by an independent agency and are attached to this Section.
  2. These reports were obtained by the Owner for reference purposes only and are not part of the Contract Documents. Test boring records are included for Bidders' convenience and information, but are not a warranty of subsurface conditions.
  3. Prior to the Bid date, Bidders may make their own subsurface investigation to satisfy themselves as to the site and subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the Architect / Engineer or Owner.

END OF SECTION 003100



Geotechnical and Construction Materials Testing Services

October 11, 2018

**Ms. Lisa Caddell, P.E.**  
**Talbert & Bright, Inc.**  
4810 Shelley Drive  
Wilmington, North Carolina 28405

Re: Report of Subsurface Investigation  
Harnett Regional Jetport – Terminal Improvements  
Erwin, North Carolina  
GeoTechnologies Project No. 1-18-0626-EA

Ms. Caddell:

GeoTechnologies, Inc. has completed a subsurface investigation for the proposed terminal improvements project at Harnett Regional Jetport. The project will involve demolition of the existing terminal building and construction of a new building in approximately the same location. The purpose of this investigation was to evaluate subsurface conditions for support of foundations and pavements. This report presents the findings of the investigation and our recommendations for parameters for foundation support and pavement design.

### **SUBSURFACE INVESTIGATION PROGRAM**

Subsurface conditions at the site were investigated by drilling 6 test borings at the approximate locations shown on the attached Figure 1. Four borings (B-1 – B-4) were performed at the approximate corners of the new building, and two borings were performed in a proposed parking expansion area (B-5, B-6) to the north of the existing lot. Borings were located in the field by sighting off of existing landmarks. The borings were drilled with a trailer-mounted CME 45 drill rig turning hollow stem augers, and the borings were sampled at selected intervals using standard penetration test (SPT) techniques (ASTM D-1586) with an automatic hammer. Borings for the building were extended to 20 to 25 feet below existing grade, while parking area borings were extended to 5 feet below existing grade. All boreholes were backfilled upon completion.

### **PROJECT DESCRIPTION**

The project site is relatively flat and level, with the existing terminal sitting slightly elevated from the surrounding pavements. The new terminal building will be constructed in approximately the same area where the existing building sits. Approximately 7 new parking spaces will be added to the parking lot along the west edge near the entrance. Aside from grading for construction of the new pavement area, grading operations are expected to be minimal.

### **SUBSURFACE CONDITIONS**

A generalized subsurface profile prepared from the test boring data is attached to this report as Figure 2 to graphically illustrate subsurface conditions encountered at this site. More detailed descriptions of the conditions encountered at the individual test boring locations are then presented on the attached test boring records.

Approximately 3 inches of topsoil is present at the surface in the grassy areas where the borings were performed. The near surface soils consisted of moderately plastic clayey silts with a Unified Soil Classification of MH. These soils extended to approximately 9 to 10 feet below existing grade. Below these soils were clayey fine sands with a Unified Soil Classification of SC extending to the boring termination depths of 20 to 25 feet. SPT penetration

resistances ranged from 6 to 20 blows per foot (bpf) in the upper 5 feet, 11 to 20 bpf from 5 to 10 feet, and 2 to 15 below 10 feet. The boreholes caved at the water table at the time of boring between 15 and 16 feet.

### **LABORATORY TESTS**

Laboratory testing included standard Proctor compaction (ASTM D-698), laboratory soaked CBR test (ASTM D-1883), Atterberg Limits (ASTM D-4318), Grain Size Analysis (ASTM D-1140) and Natural Moisture Content tests (ASTM D-2216). A bulk sample was collected and combined from the upper 3 feet of the pavement area borings. A summary of laboratory tests is included in the attachments as Table 1.

Standard Proctor maximum dry density was 98.0 pounds per cubic foot with an optimum moisture content of 24.0 percent. The percent passing the #200 sieve was 53.1 percent. The liquid limit was 60 percent, the plastic limit 34 percent, and the plasticity index 26 percent. A laboratory soaked CBR sample produced CBR values of 8.4 percent at both 0.1 and 0.2 inch of penetration with 0.2 percent swell. The bulk sample was a fine sandy clayey silt with a Unified Soil Classification of MH.

Natural moisture contents in the 1 to 2.5-foot sample ranged from 21.8 to 24.5 percent with an average of 23.0 percent. Natural moisture contents in the 3.5 to 5-foot sample from borings B-5 and B-6 ranged from 22.3 to 24.1 percent.

### **RECOMMENDATIONS**

The following recommendations are made based upon a review of the attached test boring data and laboratory tests, our understanding of the proposed construction, and past experience with similar projects and subsurface conditions. Additionally, should subsurface conditions adverse to those indicated by this report be encountered during construction, we should be notified to comment on those conditions.

#### **Site Grading Considerations**

Grading should begin with the removal of all vegetation and topsoil. Following removal of these materials, areas at or near grade and areas to receive fill should be proofrolled with a loaded dump truck in the presence of a geotechnical engineer to identify areas which require repair. Any area which appears unstable in the opinion of the engineer should be undercut to soils of firm bearing and be backfilled with properly compacted structural fill unless directed otherwise.

Most of the near surface soils are dry of optimum moisture content and within 2 percent of optimum. The soils were slightly wet of optimum moisture content at boring B-6. We recommend performing grading operations during the warmer, typically dryer months of May through September. Wet soils can be dried by discing regularly during suitable weather. Performing grading operations during the cooler, wetter months of the year will result in more undercut and/or a need for chemical stabilization.

#### **Subgrade Protection**

It is important that the contractor protect the subgrade soils, sealing off the site with a smooth drum roller in advance of rain events, grading to promote drainage and prevent ponding, and covering finalized on-grade areas with compacted and set CABC stone as appropriate. If the subgrade will not be covered, consideration can be given to leaving the subgrade a little high in cut areas until the areas are ready for final grading. Even with the above provisions, it should be recognized that the contractor's production and ability to limit undercut will in part be a function of weather

conditions which can range from cold and wet to warm and sunny in the winter months. Additionally, the near surface soils at this site are moisture sensitive.

### **Borrow Sources**

The near surface soils will be suitable for re-use as fill provided compaction moisture can be maintained within project requirements. As mentioned previously, the near surface soils are moisture sensitive. Performance of these soils can be significantly affected by small moisture changes. Subgrades will need to be protected and should not be left exposed to weather for extended periods of time.

All off-site borrow should consist of clayey or silty sands or low plasticity silts and clays with Unified Soil Classifications of SP, SC, SM, ML, or CL unless otherwise approved by the engineer. Any material which may be used at pavement subgrade elevation should be sampled and tested prior to hauling to verify that it can provide the design CBR value. Quarry-processed materials are suitable as well. Material used in the reinforced zone of segmental retaining walls should comply with wall design specifications. Fill material should be compacted to 95 percent of the standard Proctor maximum dry density with compaction moisture maintained within 2 percent of optimum moisture content. This requirement should be increased to 98 percent of the standard Proctor maximum dry density in the final 1 foot below pavement subgrade. Additionally, we recommend that compaction moisture be maintained very near optimum moisture content in the final 2 to 3 feet below pavement subgrade to assist in achieving stability at subgrade elevation. Pavement subgrades should be proofrolled with a loaded tandem axle dump truck in the presence of an engineer prior to placement of CABC stone. Areas which are unstable in the opinion of the engineer should be repaired as directed. CABC stone should be compacted to 100 percent of AASHTO T-180 as modified by NCDOT. Final stone grade should be proofrolled as outlined above prior to paving to identify areas which may require repair.

### **Pavements**

Despite the highly plastic classification and moisture sensitivity of the near surface soils, these materials will ultimately behave as low plasticity materials and will be suitable for support of pavements. Based on a laboratory soaked CBR value we recommend using a design CBR value of 8 percent. Any material imported for use as fill at pavement subgrade elevations should be verified as meeting the design CBR value prior to hauling. Pavement subgrades should be proofrolled with a loaded dump truck in the presence of an engineer prior to placement of base course materials to identify areas which may require repair. Base course materials should be proofrolled as well prior to construction of the final pavement layer. Areas which are unstable in the opinion of the engineer should be repaired as directed. We do not anticipate that significant repairs will be necessary for the pavement areas at this site.

As mentioned earlier, the near surface soils are moisture sensitive. Subgrades left exposed to rain events or very dry weather will likely require repair. CABC should be compacted and set immediately after placement to prevent ponding of water within the stone, and drainage should be maintained away from pavement edges.

### **Slope Stability**

New slopes should be constructed at angles of 2.5H:1V or flatter. Fill slopes should be slightly overbuilt and then cut back to design grade. Steeper slopes can be constructed if geogrid reinforcement is used to help prevent shallow sloughing. Based on existing grades and preliminary plans, it does not appear that any new slopes of significance will be constructed; however, should this change, updated grade information should be provided to us for review. Details for slope reinforcement can be provided if necessary.

Some of the soils at the site have previously been determined to be erosive and have been problematic within drainage features on other projects at the airport. Should any significant drainage features such as swales be constructed

as part of this project, we recommend that a contingency for armoring of the slopes be included should establishment of vegetation result in inadequate protection.

### **Foundation Support**

**Shallow Foundations.** Preliminary settlement analyses using SPT information indicate settlements on the order of an inch or less for column loads up to 120 kips at 2 ksf bearing and 85 kips at 3 ksf bearing. Wall loads up to 8 klf are estimated to produce settlements of less than an inch. Estimated settlements across a range of loads for column footings and wall footings are presented in Figures 3A and 3B, respectively, in the attachments to this report. Column and wall footings have minimum dimensions of at least 24 and 16 inches, respectively. Footings should bear a minimum of 12 inches below finished exterior grade for frost protection. The angle of influence between foundations may be taken as 2V:1H.

Bearing conditions should be inspected by a geotechnical engineer during footing construction to verify that adequate bearing and suitable materials have been encountered. Should foundations need to be extended to provide adequate bearing, we recommend that over-excavated footings be backfilled to design bearing elevation utilizing uniformly graded #57 or #67 washed stone. Clean stone should be placed and tamped in lifts of no greater than 24 inches.

**Slabs on Grade.** Slab on grades may be designed for a subgrade modulus value of 100 pci. We recommend first placing 4 to 6 inches of CABC to provide a working surface for construction of slab on grades and to protect the subgrade.

### **Seismic Design Consideration**

Based on the borings we recommend utilizing a site classification of D with respect to seismic design considerations. The looser sands below the water table at approximately 20 feet contain significant fines contents such that liquefaction is not a concern.

## SUMMARY

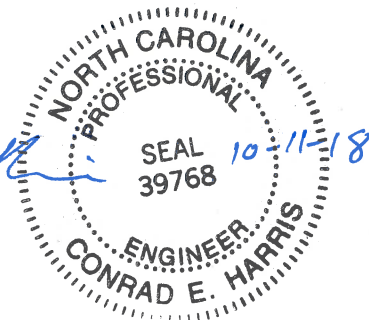
In summary, the site will be conducive to development of the proposed project, though the moisture sensitive soils will require some care by the contractor to prepare and protect. Preparation of subgrades may be problematic in periods of extreme wet or dry weather.

GeoTechnologies, Inc. appreciates the opportunity to be of service on this phase of the project. Please contact us if you have any questions concerning this letter or if we may be of additional service on this or other projects.

Sincerely,

GeoTechnologies, Inc.

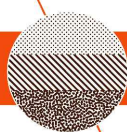
Conrad E. Harris, P.E.  
NC Reg. No. 39768





**PROJECT:**

Terminal Site Improvements  
Harnett Regional Jetport  
Erwin, North Carolina



**GeoTechnologies, Inc.**

SCALE: As Shown

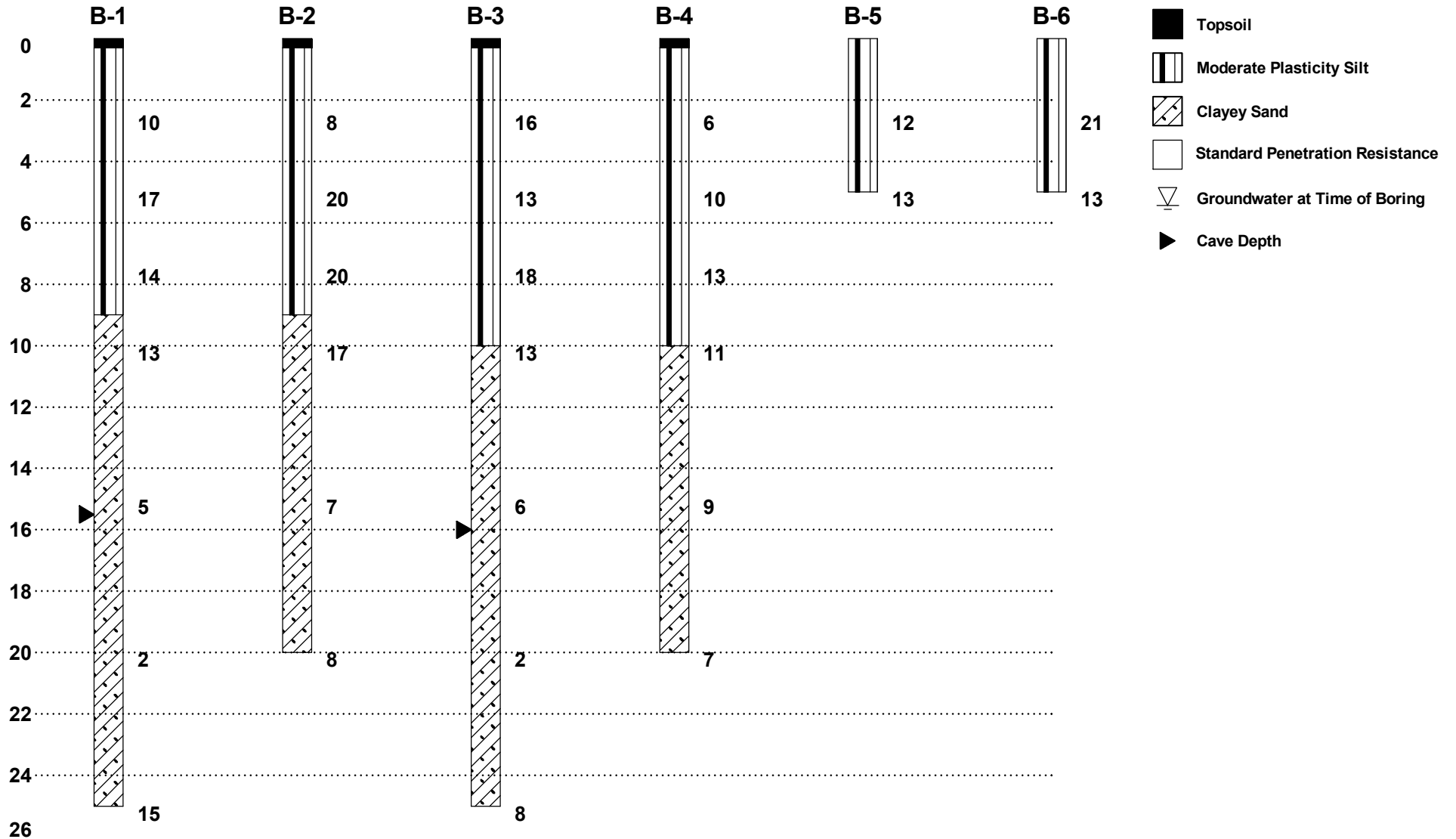
JOB No: 1-18-0626-EA

FIGURE No: 1

Depth (Feet)

### GENERALIZED SUBSURFACE PROFILE

### LEGEND



**PROJECT:**

HRJ Terminal  
Harnett Co., NC



**GeoTechnologies, Inc.**

**SCALE: As Shown**

**JOB No: 1-18-0626-EA**

**FIGURE No: 2**



Figure 3A - Column Load Estimated Total Settlement

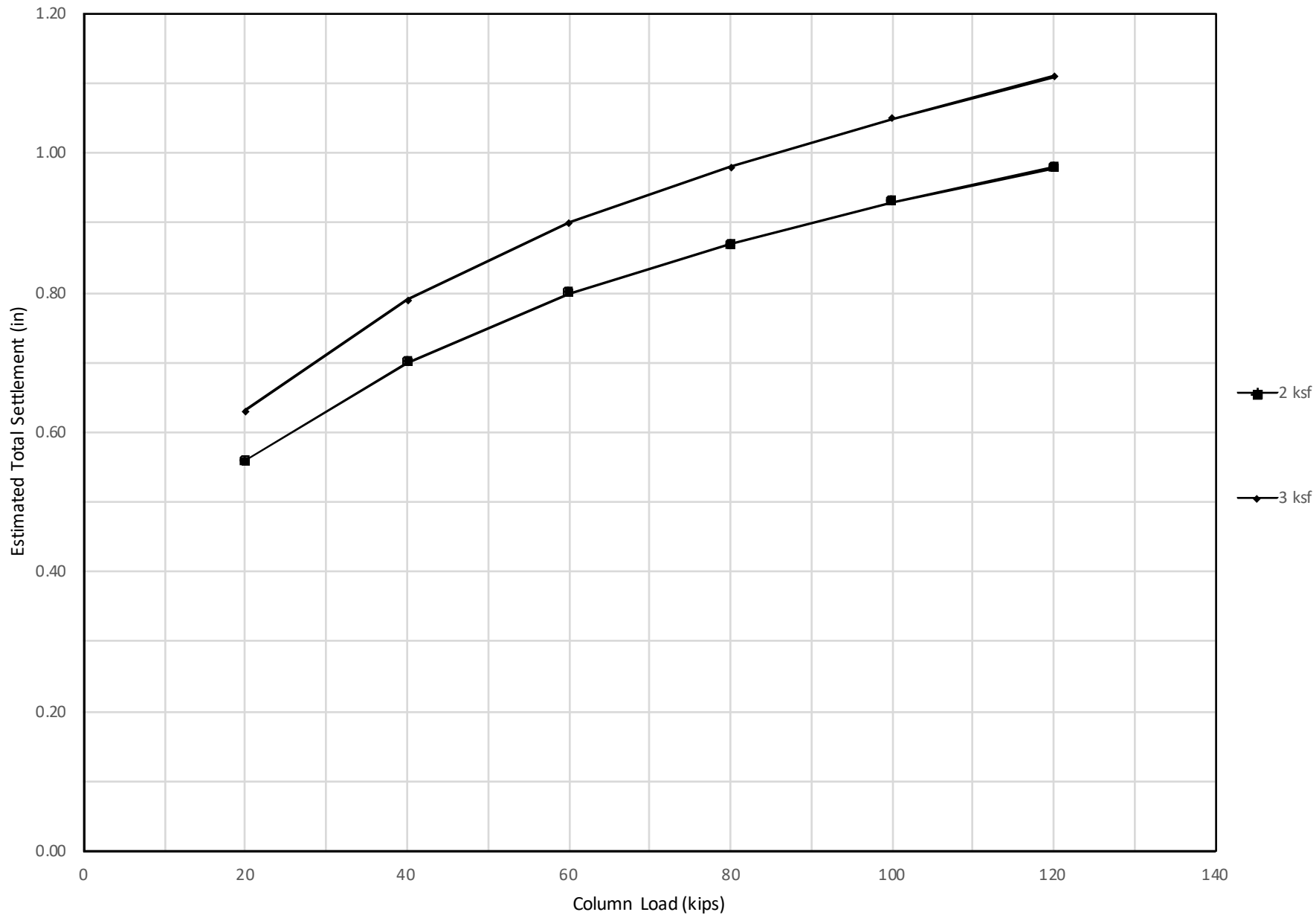
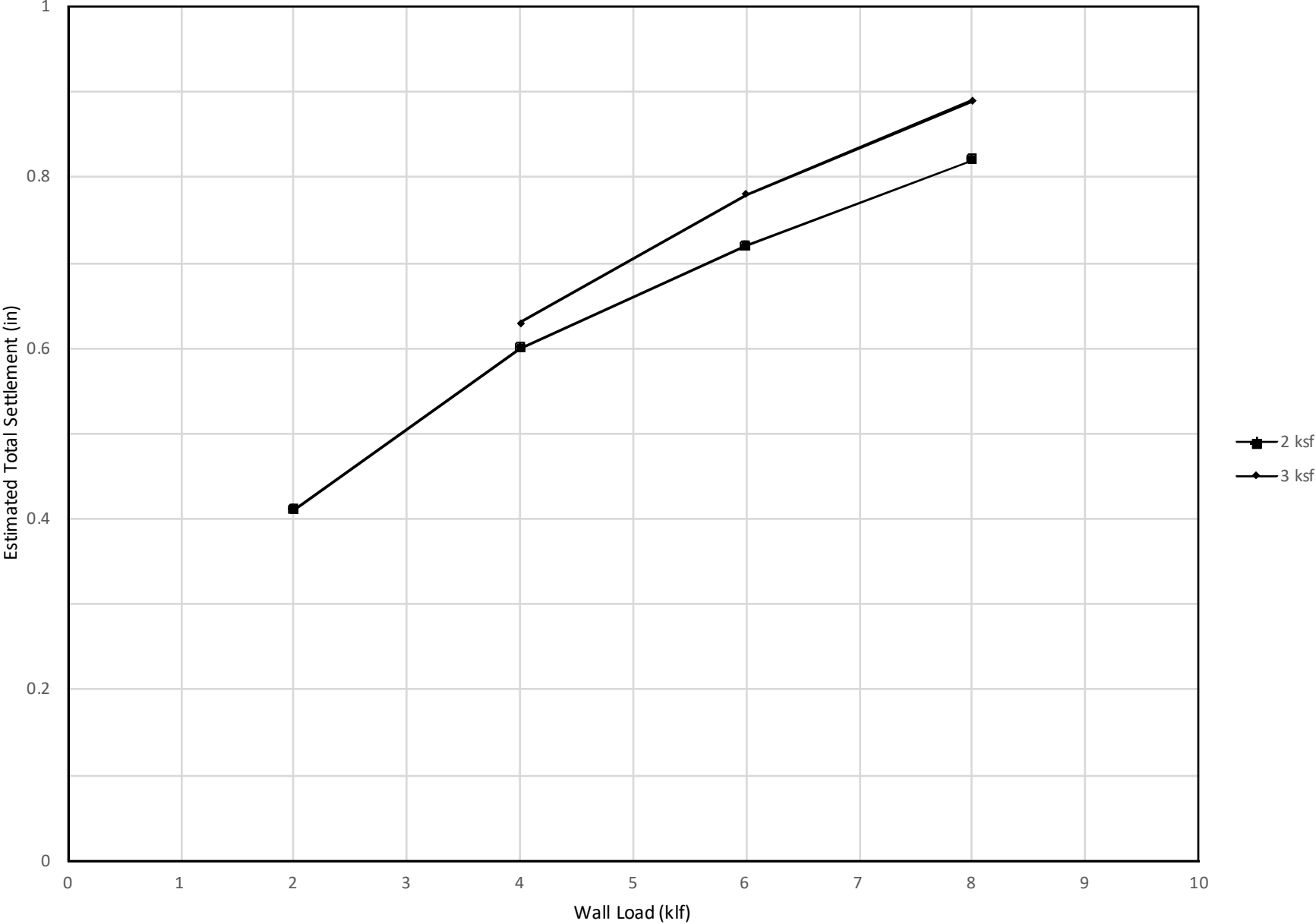


Figure 3B - Wall Load Estimated Total Settlement



**TABLE 1**  
**LABORATORY TEST SUMMARY**

Terminal Improvements  
Harnett Regional Jetport  
Erwin, North Carolina  
GeoTechnologies Project No. 1-18-0626-EA

Sample	Borings	Depth (ft.)	Optimum Moisture (%)	Max. Dry Density (pcf)	Liquid Limit	Plastic Limit	Plasticity Index	Passing #200 Sieve (%)	CBR @ 0.1" (%)	CBR @ 0.2" (%)	CBR Swell (%)	Unified Soil Class.
S-1	B-5, B-6	1 - 3	24.0	98.0	60	34	26	53.1	8.4	8.4	0.2	MH

Boring	Depth (ft.)	Natural Moisture (%)
B-1	1 - 2.5	23.4
B-2	1 - 2.5	23.4
B-3	1 - 2.5	21.8

Boring	Depth (ft.)	Natural Moisture (%)
B-5	3.5 - 5	22.3
B-6	3.5 - 5	24.1

JOB #: 1-18-0626-EA

JOB NAME: HRJ Terminal

DATE: 9/17/2018

SAMPLE I.D.: B-5, B-6 Depth: 1.0-3.0'

NOTES: PROCTOR DATA: TEST PROCEDURE: ASTM D-698  
 Opt. Moisture = 24.0% Max. Dry Density = 98.0 PCF

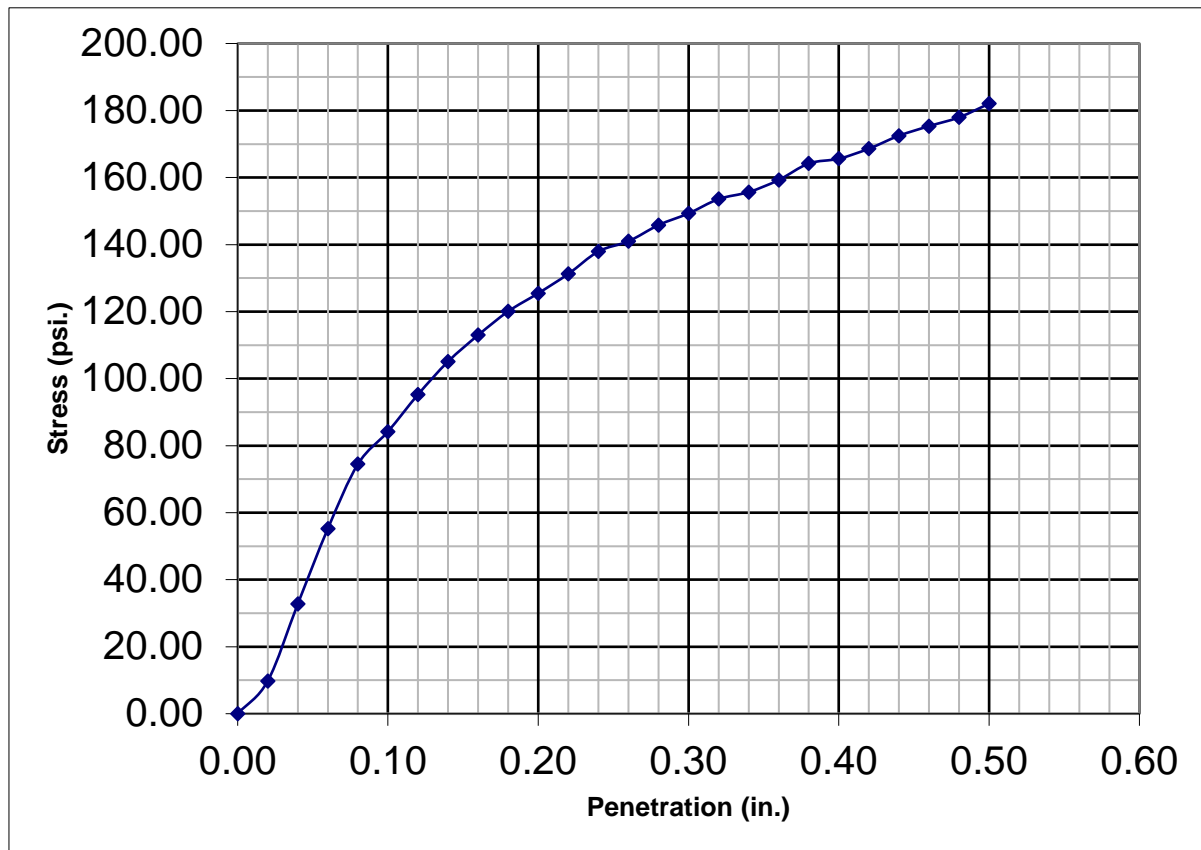
SOIL DESCRIPTION: Red Brown Medium to Fine Sandy Clayey Silt

CBR SPECIMEN DATA		Swell Data	
MOISTURE CONTENT	26.2%	Initial Reading	0.463
WET DENSITY	121.5 lbs./cu.ft.	Final Reading	0.470
DRY DENSITY	96.3 lbs./cu.ft.	Mold Height	4.595
% COMPACTION	98.2 %	% Swell	0.15

LOAD CELL 5000 LB.

RATE OF DEFORMATION .05 in./min.

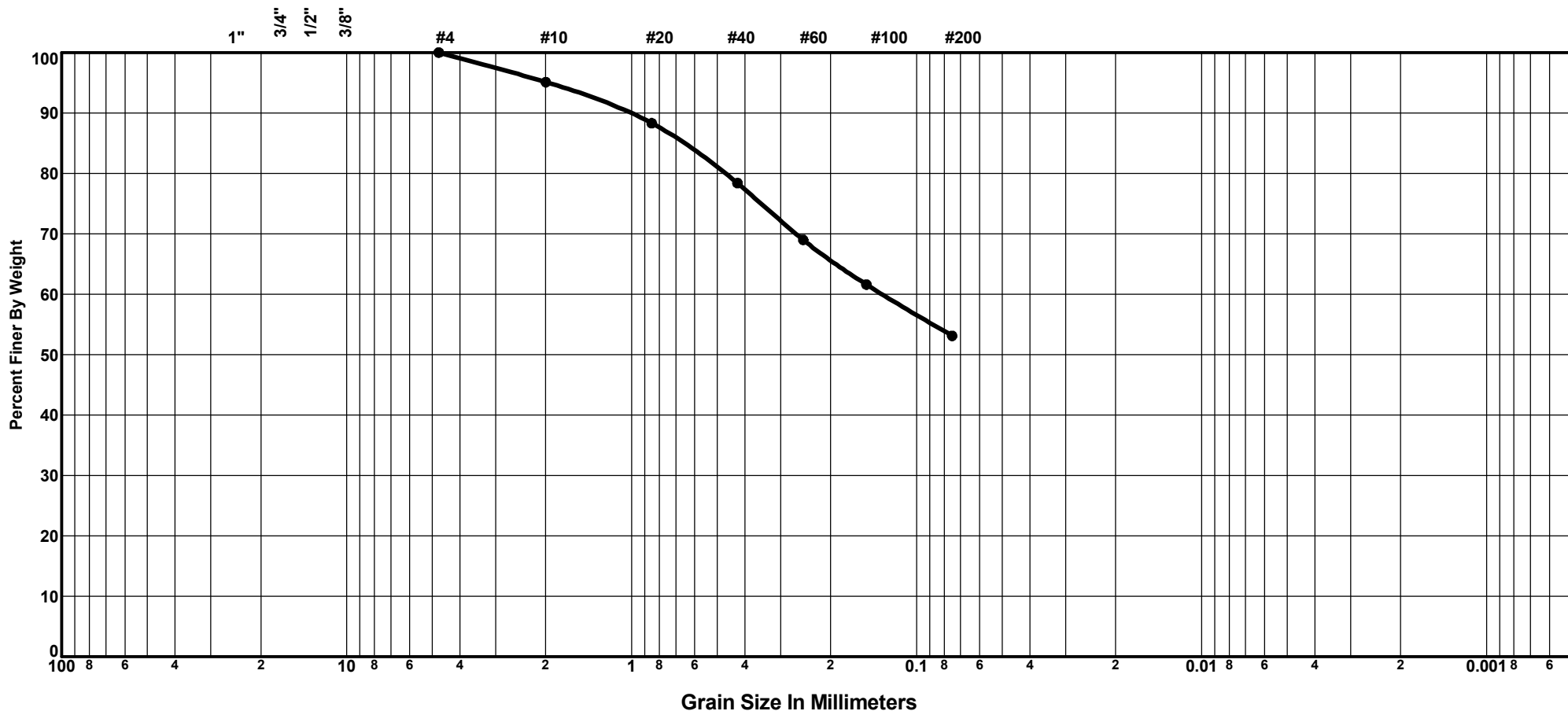
SURCHARGE USED 10 lbs.



CBR @ 0.1"	8.4
CBR @ 0.2"	8.4
% SWELL	0.2



**U.S. Standard Sieve Sizes**



GRAVEL		SAND			FINES	
COARSE	FINE	COARSE	MEDIUM	FINE	SILT SIZES	CLAY SIZES

Boring No.	Elev./Depth	Nat. W.C.	L.L.	P.L.	P.I.	Soil Description or Classification
B-5, B-6	1.0-3.0'		60.0	34.0	26.0	Red Brown Medium to Fine Sandy Clayey Silt
S-1						
<b>Project:</b> HRJ Terminal Harnett Co., NC						<b>Job No.:</b> 1-18-0626-EA
						Date Recieved: 8/31/2018
						<b>Date:</b> 9/17/18 <b>Dates Tested:</b> 8/31-9/17/2018

**GRAIN SIZE DISTRIBUTION**



3200 Wellington Court, Ste 108  
Raleigh, NC 27615



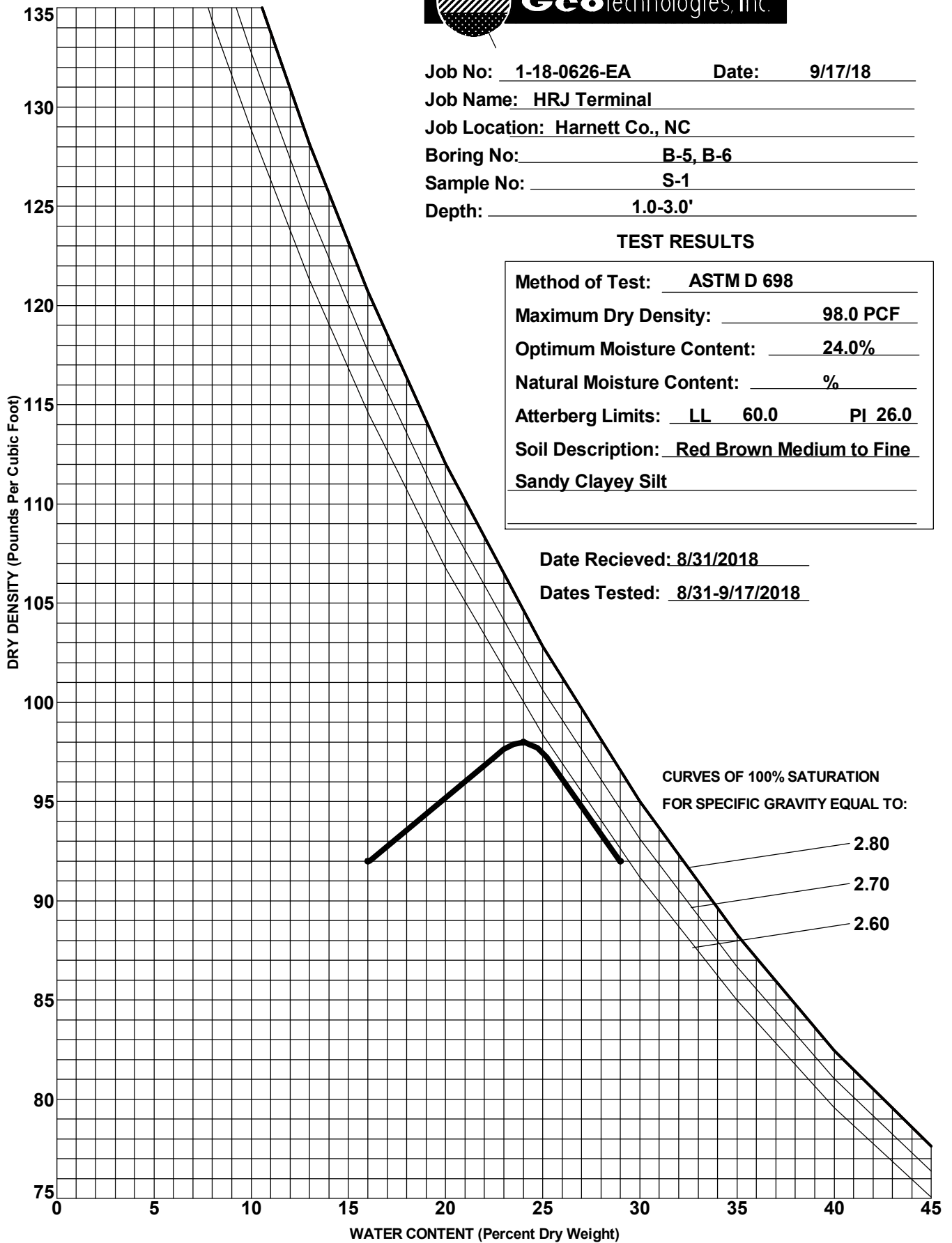
Job No: 1-18-0626-EA Date: 9/17/18  
Job Name: HRJ Terminal  
Job Location: Harnett Co., NC  
Boring No: B-5, B-6  
Sample No: S-1  
Depth: 1.0-3.0'

**TEST RESULTS**

Method of Test:	<u>ASTM D 698</u>
Maximum Dry Density:	<u>98.0 PCF</u>
Optimum Moisture Content:	<u>24.0%</u>
Natural Moisture Content:	<u>%</u>
Atterberg Limits:	<u>LL 60.0 PI 26.0</u>
Soil Description:	<u>Red Brown Medium to Fine Sandy Clayey Silt</u>

Date Received: 8/31/2018

Dates Tested: 8/31-9/17/2018



**MOISTURE-DENSITY RELATIONSHIP**

3200 Wellington Court, Ste 108  
Raleigh, NC 27615

# Test Boring Record

Job Name: HRJ Terminal

NC State Plane Coordinates:

Boring Name: B-1

Job Number: 1-18-0626-EA

N:

Dates Drilled: 9/4/18

Location: Harnett Co., NC

E:

Elevation:

Depth (ft)	Approx. Elev. (ft)	Material Description	USCS	Penetration (Blows/ft)						Blows Per Six Inches & (N-Value)	GW/Cave		
				0	10	30	50	70	90				
0-0.3		Topsoil											
0.3-9		Stiff to Very Stiff Yellow Red Gray Fine Sandy Clayey SILT	ML MH										
9-25		Very Loose to Medium Dense Yellow Orange Clayey Fine SAND	SC										
25		Boring terminated at 25 ft. Groundwater not encountered at time of boring. Caved at 15.5 ft at time of boring.											

Notes:





# Test Boring Record

Job Name: HRJ Terminal

NC State Plane Coordinates:

Boring Name: B-2

Job Number: 1-18-0626-EA

N:

Dates Drilled: 9/4/18

Location: Harnett Co., NC

E:

Elevation:

Depth (ft)	Approx. Elev. (ft)	Material Description	USCS	Penetration (Blows/ft)						Blows Per Six Inches & (N-Value)	GW/Cave	
				0	10	30	50	70	90			
		(0-0.3 ft) Topsoil										
		(0.3-9 ft) Firm to Very Stiff Yellow Red Gray Fine Sandy Clayey SILT	ML MH									
5												
10		(9-20 ft) Medium Dense to Loose Yellow Orange Clayey Fine SAND	SC									
15												
20		Boring terminated at 20 ft. Groundwater not encountered at time of boring.										

Notes:



# Test Boring Record

Job Name: HRJ Terminal

NC State Plane Coordinates:

Boring Name: B-3

Job Number: 1-18-0626-EA

N:

Dates Drilled: 9/4/18

Location: Harnett Co., NC

E:

Elevation:

Depth (ft)	Approx. Elev. (ft)	Material Description	USCS	Penetration (Blows/ft)											Blows Per Six Inches & (N-Value)	GW/Cave	
				0	10	30	50	70	90								
0-0.3		Topsoil															
0.3-10		Very Stiff Yellow Red Gray Fine Sandy Clayey SILT	ML MH													4-8-8 (16)	
5																6-5-8 (13)	
7																7-9-9 (18)	
10		(10-25 ft) Loose White Red Orange Clayey Fine SAND	SC													4-6-7 (13)	
15																2-3-3 (6)	
20																1-1-1 (2)	
25		Boring terminated at 25 ft. Groundwater not encountered at time of boring. Caved at 16 ft at time of boring.														1-2-6 (8)	

Notes:



# Test Boring Record

Job Name: HRJ Terminal

NC State Plane Coordinates:

Boring Name: B-4

Job Number: 1-18-0626-EA

N:

Dates Drilled: 9/4/18

Location: Harnett Co., NC

E:

Elevation:

Depth (ft)	Approx. Elev. (ft)	Material Description	USCS	Penetration (Blows/ft)						Blows Per Six Inches & (N-Value)	GW/Cave	
				0	10	30	50	70	90			
		(0-0.3 ft) Topsoil										
		(0.3-10 ft) Firm to Stiff Yellow Red Gray Fine Sandy Clayey SILT	ML MH									
												2-2-4 (6)
5												3-5-5 (10)
												3-5-8 (13)
10		(10-20 ft) Loose Yellow Orange Clayey Fine SAND	SC									3-5-6 (11)
15												3-4-5 (9)
20		Boring terminated at 20 ft. Groundwater not encountered at time of boring.										2-4-3 (7)

Notes:





# Test Boring Record

Job Name: HRJ Terminal

NC State Plane Coordinates:

Boring Name: B-6

Job Number: 1-18-0626-EA

N:

Dates Drilled: 9/4/18

Location: Harnett Co., NC

E:

Elevation:

Depth (ft)	Approx. Elev. (ft)	Material Description	USCS	Penetration (Blows/ft)						Blows Per Six Inches & (N-Value)	GW/Cave	
				0	10	30	50	70	90			
5		(0-5 ft) Very Stiff to Stiff Yellow Red Gray Fine Sandy Clayey SILT	ML MH								6-10-11 (21)	
		Boring terminated at 5 ft. Groundwater not encountered at time of boring.									4-6-7 (13)	

Notes:



# MATRIX

Health & Safety Consultants, L.L.C.

September 17, 2018

Geotechnologies, Inc.  
3200 Wellington Court  
Raleigh, NC 27615

Attention: Mr. Conrad Harris, P.E.

Subject: Survey to Identify Asbestos-Containing Materials  
Harnett Regional Jetport – Main Terminal  
615 Airport Road  
Erwin, NC 28339  
Matrix Job Number: 180938

Dear Mr. Harris:

Matrix Health and Safety Consultants, L.L.C. (Matrix) is pleased to present this report of the survey to identify asbestos-containing materials at the referenced property. Matrix understands that the structure on the site is scheduled for demolition in the near future. In order to facilitate the demolition, Matrix performed a survey to determine the existence of asbestos-containing materials. This report presents known project information, survey procedures and survey results.

Finish materials included drywall, ceiling texture, flooring, carpet mastic, roof shingles and roof felt.

## **SURVEY PROCEDURES**

The survey was performed on September 5, 2018 by Matrix's Inspector Gregg Heppert (North Carolina Asbestos Inspector No. 11702). The survey began with a walk-through of the building observing accessible areas for the presence of suspect asbestos-containing materials. Both friable and nonfriable suspect asbestos-containing materials were considered during the course of the survey. Friable materials are those materials which can be pulverized or reduced to powder by hand pressure. A sampling strategy was determined and bulk samples of suspect ACM were obtained. Suspect ACM's were grouped based on material homogeneity. A homogeneous area is an area which contains materials that seem by texture, color and wear to be uniform and applied during the same general time period.

To determine the presence or absence of asbestos content in the suspect materials, samples were collected and transported to EMSL Analytical Inc. located in Morrisville, North Carolina under chain-of-custody documentation for laboratory analysis. The collected samples were placed into individual sample containers, sealed and a unique identification number was assigned to the sample container at the time of collection. The identification included the sample collection date and location. This information was logged on our Asbestos Bulk Sampling Record and submitted to the laboratory.

## **ANALYSIS PROCEDURES AND RESULTS**

The collected asbestos samples were analyzed using Polarized Light Microscopy (PLM) in conjunction with dispersion staining techniques using EPA Method 600/M4-82-020 per 40 CFR 763. The bulk laboratory analysis provided the asbestos content (positive or negative), percentage of asbestos, asbestos type and identification of other non-asbestos fibers. A material is considered to be asbestos-containing if greater than 1% asbestos is found in the material.

### **Harnett Regional Jetport – Main Terminal**

Asbestos was **not** detected in samples collected from the referenced building.

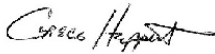
## **QUALIFICATIONS**

This report summarizes Matrix's evaluation of the conditions observed at the subject buildings during the course of the facility survey. Our findings are based upon our observations at the building and analyses of the samples obtained at the time of this survey. Additional asbestos-containing materials may exist (undetected) in other portions of each building due to inaccessibility or due to an undetectable change in materials. Any conditions discovered which deviate from the data contained in this report should be presented to us for our evaluation.

Matrix appreciates the opportunity to have provided these services. We would be glad to discuss any of the results contained in this report, at your convenience. If there are any questions concerning this report or results, please contact us.

Sincerely,

**MATRIX HEALTH AND SAFETY CONSULTANTS, L.L.C.**



Gregg Heppert  
Project Principal

Attachments: Laboratory Analysis Report  
Site Photographs

## **Laboratory Analysis Report**





**EMSL Analytical, Inc.**  
2500 Gateway Centre Blvd., Suite 600 Morrisville, NC 27560  
Tel/Fax: (919) 465-3900 / (919) 465-3950  
<http://www.EMSL.com> / [raleighlab@emsl.com](mailto:raleighlab@emsl.com)

EMSL Order: 291807858  
Customer ID: MATR63  
Customer PO:  
Project ID:

Attention: Gregg Heppert  
Matrix Health & Safety  
2900 Yonkers Road, Suite B  
Raleigh, NC 27604

Phone: (919) 868-2154  
Fax: (919) 882-9926  
Received Date: 09/06/2018 10:54 AM  
Analysis Date: 09/06/2018 - 09/07/2018  
Collected Date: 09/05/2018

Project: Harnett Regional Jetport

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HRJ-1 291807858-0001	Roof Shingles	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
HRJ-2 291807858-0002	Roof Shingles	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
HRJ-3 291807858-0003	Roof Felt	Black Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
HRJ-4 291807858-0004	Roof Felt	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
HRJ-5 291807858-0005	Exterior Caulk - Brown - Front	Brown Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HRJ-6 291807858-0006	Exterior Caulk - Brown - Rear	Brown/Black Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
HRJ-7 291807858-0007	Ceiling Texture - Conference Room	White Non-Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
HRJ-8 291807858-0008	Ceiling Texture - Mechanical Room	White Non-Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
HRJ-9 291807858-0009	Ceiling Texture - Break Room	White Non-Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
HRJ-10 291807858-0010	Ceiling Texture - Sitting Room/Lounge	White Non-Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
HRJ-11 291807858-0011 <i>This is a composite result of wallboard, and patch compound.</i>	Wallboard & Patch Compound - Mechanical Room	Brown/Gray/White Fibrous Homogeneous	15% Cellulose <1% Wollastonite	85% Non-fibrous (Other)	None Detected
HRJ-12 291807858-0012 <i>This is a composite result of wallboard, and patch compound.</i>	Wallboard & Patch Compound - Break Rm	Brown/Gray/White Fibrous Homogeneous	15% Cellulose <1% Wollastonite	85% Non-fibrous (Other)	None Detected
HRJ-13 291807858-0013 <i>This is a composite result of wallboard, and patch compound.</i>	Wallboard & Patch Compound - Sitting Rm/Lounge	Gray/White Fibrous Homogeneous	10% Cellulose <1% Wollastonite	90% Non-fibrous (Other)	None Detected
HRJ-14-Floor Tile 291807858-0014	12"x12" Beige Floor Tile - Break Room	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HRJ-14-Mastic 291807858-0014A	12"x12" Beige Floor Tile - Break Room	Yellow Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected

Report amended: 09/07/2018 15:08:41 Replaces initial report from: 09/07/2018 07:14:22 Reason Code: Data Entry-Results Changed



**EMSL Analytical, Inc.**  
 2500 Gateway Centre Blvd., Suite 600 Morrisville, NC 27560  
 Tel/Fax: (919) 465-3900 / (919) 465-3950  
<http://www.EMSL.com> / [raleighlab@emsl.com](mailto:raleighlab@emsl.com)

EMSL Order: 291807858  
 Customer ID: MATR63  
 Customer PO:  
 Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
HRJ-15-Floor Tile 291807858-0015	12"x12" Beige Floor Tile - Break Room	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HRJ-15-Mastic 291807858-0015A	12"x12" Beige Floor Tile - Break Room	Yellow Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HRJ-16 291807858-0016	Carpet Mastic - Conference Room	Yellow Fibrous Homogeneous	2% Cellulose <1% Synthetic	98% Non-fibrous (Other)	None Detected
HRJ-17 291807858-0017	Carpet Mastic - Office	Yellow Fibrous Homogeneous	2% Cellulose 2% Synthetic	96% Non-fibrous (Other)	None Detected
HRJ-18 291807858-0018	Green Carpet Mastic - Sitting Room/Lounge	Gray/Green Fibrous Homogeneous	2% Cellulose <1% Synthetic	98% Non-fibrous (Other)	None Detected
HRJ-19 291807858-0019	Green Carpet Mastic - Sitting Room/Lounge	Gray/Green Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected

Analyst(s)

Joshua Moorman (11)  
 Olivia Bradley (10)

Billy Barnes, Asbestos Lab Manager  
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.  
 Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVALT000296

Report amended: 09/07/2018 15:08:41 Replaces initial report from: 09/07/2018 07:14:22 Reason Code: Data Entry-Results Changed

OrderID: 291807858

Matrix Health & Safety  
 Harnett Regional Jetport  
 9/6/2018 10:54  
 PLM

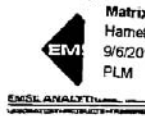
TAT: 24 Hour  
 Bulk

Order ID: 291807858  
 No Samples: 19  
 Due: 09/07 10:54 AM  
 Fax: 919-882-9926

ONE:  
 FAX:

<b>Company Name :</b> Matrix Health & Safety Consultants, LLC		<b>EMSL Customer ID:</b>	
<b>Street:</b> 2900 Yonkers Road		<b>City:</b> Raleigh	<b>State/Province:</b> NC
<b>Zip/Postal Code:</b> 27604	<b>Country:</b> USA	<b>Telephone #:</b> 919.833.2520	<b>Fax #:</b>
<b>Report To (Name):</b> Gregg E. Heppert		<b>Please Provide Results:</b> <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
<b>Email Address:</b> gregg@matrixhsc.com		<b>Purchase Order:</b>	
<b>Project Name/Number:</b> Harnett Regional Jetport		<b>EMSL Project ID (Internal Use Only):</b>	
<b>U.S. State Samples Taken:</b> NC		<b>CT Samples:</b> <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
<b>EMSL-Bill to:</b> <input type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** <small>Third Party Billing requires written authorization from third party</small>			
<b>Turnaround Time (TAT) Options* - Please Check</b>			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
<small>*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.</small>			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)	<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	<b>TEM- Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D5480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 - PLM/TEM (BC only) <b>Other:</b> <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		<b>Filter Pore Size (Air Samples):</b> <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
<b>Samplers Name:</b> Gregg E. Heppert		<b>Samplers Signature:</b> <i>Gregg Heppert</i>	
<b>Sample #</b>	<b>Sample Description</b>	<b>Volume/Area (Air) HA # (Bulk)</b>	<b>Date/Time Sampled</b>
HRJ-1	Roof Shingles		9/5/2018
HRJ-2	" "		
HRJ-3	Roof Felt		
HRJ-4	" "		
<b>Client Sample # (s):</b> -		<b>Total # of Samples:</b> 19	
<b>Relinquished (Client):</b> <i>Gregg Heppert</i>		<b>Date:</b> 9-6-18	<b>Time:</b>
<b>Received (Lab):</b> <i>Gregg Heppert</i>		<b>Date:</b> 9-6-18	<b>Time:</b> 10:54
<b>Comments/Special Instructions:</b>			

OrderID: 291807858



Matrix Health & Safety  
 Harnett Regional Jetport  
 9/6/2018 10:54  
 PLM

TAT: 24 Hour  
 Bulk

Order ID: 291807858  
 No Samples: 19  
 Due: 09/07 10:54 AM  
 Fax: 919-882-9926

ENSL ANALYTICAL

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
HRJ-5	EXTERIOR CAULK - Brown - Front		9-5-2018
HRJ-6	" " - Road		
HRJ-7	Ceiling Texture - Conference Room		
HRJ-8	" " - mechanical Room		
HRJ-9	" " - Break Room		
HRJ-10	" " - Sitting Room		Lounge
HRJ-11	WALLBOARD & Patch compound -		mechanical Rm
HRJ-12	" "		Break Rm
HRJ-13	" "		Sitting Rm / Lounge
HRJ-14	12" X 12" Beige Floor Tile -		Break Room
HRJ-15	" " "		" "
HRJ-16	CARPET Mastic - Conference Rm		
HRJ-17	" " - Office		
HRJ-18	GREEN CARPET Mastic -		Sitting Rm / Lounge
HRJ-19	" "		
*Comments/Special Instructions:			

## **Site Photographs**



Photo 1 - Reference Picture



**MATRIX**  
Health & Safety Consultants, L.L.C.

# Survey to Identify Lead-Based Paints

September 17, 2018

Conducted At:

Harnett Regional Jetport – Main Terminal  
615 Airport Road  
Erwin, NC 28339

Prepared For:

Geotechnologies, Inc.  
3200 Wellington Court  
Raleigh, NC 27615



Provided by:

Matrix Health & Safety Consultants, L.L.C.  
NC Certified Lead-Based Paint Firm No. FPB-00122  
Gregg E. Heppert: NC Certified Lead-Based Paint Risk Assessor No. 120151

Matrix Job # 180938

## PROJECT INFORMATION

Matrix Health & Safety Consultants, L.L.C. (Matrix) is pleased to present this report of the survey to identify lead-based paint at the Harnett Regional Jetport – Main Terminal in Erwin, North Carolina. The building is scheduled for demolition in the near future.

This inspection report includes analytical methods and limitations, discussion of XRF procedures, summary of findings, and recommendations.

Gregg E. Heppert performed the lead-based paint survey at the subject property on September 5, 2018.

## INSPECTION/RISK ASSESSMENT PROCEDURES

The lead-based paint survey began with our inspectors/risk assessors walking the target area and documenting room equivalents, testing combinations, and selecting test locations. The walls/sides of the property are distinguished by Side A, B, C, or D. Wall or side A is facing the parking lot, then moving clockwise would be wall/side B, C (rear of building), or D. After the testing strategy was determined, Matrix used an LPA-1 Lead Paint Spectrum Analyzer (XRF) to determine the lead content (mg/cm<sup>2</sup>) of painted surfaces at the subject residence. For the purpose of this survey, paints with concentrations of 1.0 mg/cm<sup>2</sup> or greater were considered lead-based paint. The inspection in the target area was conducted following EPA’s work practice standards for conducting lead-based paint activities (40 CFR 745.227), the U.S. Department of Housing and Urban Development (HUD) *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (Guidelines) with the 1997 and 2000 revisions, and all State and local regulations.

During the inspection the paint was identified as intact or deteriorated. The table below is the HUD/EPA guideline for assessing paint conditions under Title X of the 1992 Housing and Community Development Act (Revision 1/2004).

**HUD and EPA  
Categories of Paint Film Quality**

Type of Building Component <sup>1</sup>	Intact	Deteriorated <sup>2</sup>
Exterior components with large surface areas	Entire surface is intact or less than or equal to 20 ft <sup>2</sup>	Damage to more than 20 ft <sup>2</sup>
Interior components with large surface areas (wall, ceilings, floors, doors)	Entire surface is intact or less than or equal to 2 ft <sup>2</sup>	Damage to more than 2 ft <sup>2</sup>
Interior and exterior components with small surface areas (window sills, baseboards, soffits, trim)	Entire surface is intact or less than or equal to 10% of the total surface area of the component	Damage to more than 10% of the total surface area of the component



1 “Building Component” in this table refers to each individual component or side of building, **not** the combined surface area of all similar components in a room (e.g. a wall with three ft<sup>2</sup> of deteriorated paint is considered “deteriorated”, even if the other 3 walls in a room have no deteriorated paint).

2 Surfaces in “deteriorated” condition are considered to be “lead-based paint hazards” as defined in Title X and should be addressed through abatement or interim controls.

### LEAD-BASED PAINT SURVEY RESULTS

Below you will find a chart summarizing identified lead-based paints or components with concentrations greater than or equal to 1.0 mg/cm<sup>2</sup> at the subject property. However, detectable lead quantities less than 1.0 mg/cm<sup>2</sup> may constitute a lead dust hazard even though it is not a lead-based paint as defined by Federal Standards. For a list of all surfaces tested and XRF results, refer to the attached XRF Testing Report.

COMPONENT	SUBSTRATE	COLOR	LOCATION	LEAD CONTENT (mg/cm <sup>2</sup> )	CONDITION
Sink	Porcelain	White	Mechanical Room	>9.9	Intact



Personnel performing renovation or demolition activities that may disturb the painted surfaces that contain any quantity of lead should comply with all current OSHA regulations (**OSHA Lead in Construction Standard 29 CFR 1926.62**) in order to minimize employee exposure to lead.

The Occupational Safety and Health Administration (OSHA) Lead in Construction Standard states that “negative” readings (i.e. those below the HUD/EPA definition of what constitutes LBP [1.0 mg/cm<sup>2</sup>] **does not** relieve contractors from performing exposure assessments (personal air monitoring) on their employees per the OSHA Lead Standard, and should not be interpreted as lead free. Although a reading may indicate “negative”, airborne lead concentrations still may exceed the OSHA Action Level or the OSHA Permissible exposure limit (PEL) depending on the work activity.


## **QUALIFICATIONS**

This report summarizes Matrix’s evaluation of the conditions observed at the subject property during the course of the survey to identify lead-based paints. Our findings are based upon our observations at the subject building and XRF testing performed at the time of this survey. Additional lead-based paints may exist in other portions of the building but were undetected due to inaccessibility or due to an imperceptible change in paints. Any conditions discovered which deviate from the data contained in this report should be presented to us for our evaluation.

Matrix appreciates the opportunity to have provided these services. We would be glad to discuss any of the results contained in this report, at your convenience. If there are any questions concerning this report or results, please contact us.

Sincerely,

**MATRIX HEALTH AND SAFETY CONSULTANTS, L.L.C.**



Gregg E. Heppert  
Project Principal  
N.C. Lead Risk Assessor No. 120151

Attachment: XRF Testing Report

## **XRF Testing Report**

# LEAD PAINT INSPECTION REPORT

REPORT NUMBER: 09/05/18 10:53

INSPECTION FOR: Geotechnologies, Inc.  
3200 Wellington Court, Suite 108  
Raleigh, North Carolina 27615

PERFORMED AT: Harnett Regional Jetport - Terminal  
615 Airport Road  
Erwin, NC 28339

INSPECTION DATE: 09/05/18

INSTRUMENT TYPE: R M D  
MODEL LPA-1  
XRF TYPE ANALYZER  
Serial Number:

ACTION LEVEL: 1.0 mg/cm<sup>2</sup>

OPERATOR LICENSE: 3212

SIGNED: \_\_\_\_\_



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

9-7-18

**SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.**

Inspection Date: 09/05/18 Harnett Regional Jetport - Terminal  
 Report Date: 9/7/2018 615 Airport Road  
 Abatement Level: 1.0 Erwin, NC 28339  
 Report No. 09/05/18 10:53  
 Total Readings: 157 Actionable: 1  
 Job Started: 09/05/18 10:53  
 Job Finished: 09/05/18 12:05

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
Interior Room 009 Mechanical									
150	B	Sink	Lft		I	Porcelain	White	>9.9	QM
Calibration Readings									
----- End of Readings -----									

**SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.**

Inspection Date: 09/05/18 Harnett Regional Jetport - Terminal  
 Report Date: 9/7/2018 615 Airport Road  
 Abatement Level: 1.0 Erwin, NC 28339  
 Report No. 09/05/18 10:53  
 Total Readings: 157  
 Job Started: 09/05/18 10:53  
 Job Finished: 09/05/18 12:05

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
1		CALIBRATION							1.0	TC
2		CALIBRATION							1.0	TC
3		CALIBRATION							0.9	TC
4		CALIBRATION							-0.4	QM
5		CALIBRATION							-0.3	QM
6		CALIBRATION							-0.3	QM
7	001	Exterior	A	Fascia		I	Aluminum	Tan	-0.1	QM
8	001	Exterior	A	Gutter		I	Aluminum	Tan	-0.4	QM
9	001	Exterior	A	Door	Lft U Ctr	I	Metal	Brown	-0.8	QM
10	001	Exterior	A	Sign	Lft	I	Wood	Tan	-1.1	QM
11	001	Exterior	A	Window	Rgt Rgt casing	I	Metal	Brown	-0.4	QM
12	001	Exterior	B	Fascia		I	Aluminum	Tan	-0.7	QM
13	001	Exterior	B	Soffit		I	Vinyl	Tan	-0.4	QM
14	001	Exterior	B	Window	Rgt Rgt casing	I	Metal	Brown	-0.6	QM
15	001	Exterior	B	Lintel	Rgt	I	Metal	Red	-0.3	QM
16	001	Exterior	C	Fascia		I	Aluminum	Tan	0.0	QM
17	001	Exterior	B	Door	Ctr Rgt casing	I	Metal	Brown	-0.5	QM
18	001	Exterior	B	Door	Ctr U Ctr	I	Metal	Brown	-0.7	QM
19	001	Exterior	C	Window	Lft Rgt casing	I	Metal	Brown	-0.4	QM
20	001	Exterior	D	Fascia		I	Aluminum	Tan	-0.4	QM
21	001	Exterior	D	Soffit		I	Aluminum	Tan	-0.3	QM
22	001	Exterior	D	Window	Ctr Rgt casing	I	Metal	Brown	-0.6	QM
23	001	Exterior	D	Window	Ctr Sash	I	Metal	Brown	-1.0	QM
24	001	Exterior	D	Lintel	Ctr	I	Metal	Red	-0.4	QM
25	002	HVAC Shed	D	Fascia		P	Wood	Brown	-0.3	QM
26	002	HVAC Shed	C	Wall	U Rgt	I	Cinderbloc	Brown	-0.6	QM
27	002	HVAC Shed	A	Wall	U Lft	I	Brick	Brown	-0.1	QM
28	001	Lounge	A	Wall	U Ctr	I	Drywall	White	-0.4	QM
29	001	Lounge	B	Wall	U Ctr	I	Drywall	White	-0.5	QM
30	001	Lounge	C	Wall	U Ctr	I	Drywall	White	-0.3	QM
31	001	Lounge	D	Wall	U Ctr	I	Drywall	White	-0.5	QM
32	001	Lounge	C	Ceiling		I	Drywall	White	-0.4	QM
33	001	Lounge	D	Wall	L Ctr	I	Wood	Green	-0.2	QM
34	001	Lounge	D	Chair rail	Rgt	I	Wood	White	-0.2	QM
35	001	Lounge	D	Baseboard	Rgt	I	Wood	White	-0.3	QM
36	001	Lounge	B	Floor		I	Brick	Red	-0.3	QM
37	001	Lounge	A	Door	Ctr Rgt casing	I	Metal	Brown	-0.7	QM
38	001	Lounge	B	AtticCas.	Ctr	I	Metal	Brown	-0.4	QM
39	001	Lounge	B	AtticHatch	Ctr	I	Metal	Brown	-0.2	QM
40	001	Lounge	D	Door	Rgt U Ctr	I	Wood	Varnish	-0.3	QM
41	001	Lounge	D	Door	Rgt Rgt casing	I	Wood	White	-0.3	QM
42	001	Lounge	C	Window	Rgt Rgt casing	I	Metal	Brown	-0.8	QM
43	001	Lounge	C	Window	Rgt Sill	I	Wood	White	-0.2	QM
44	001	Lounge	D	Window	Ctr Sill	I	Wood	White	-0.2	QM
45	001	Lounge	A	Door	Lft U Ctr	I	Wood	Varnish	-0.3	QM
46	001	Lounge	A	Door	Lft Rgt casing	I	Wood	White	-0.2	QM
47	001	Lounge	A	Door	Lft Rgt jamb	I	Wood	White	-0.3	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
48	001	Lounge	C	Cabinet		Ctr	I	Wood	White	-0.2	QM
49	002	Break Room	A	Wall		U Ctr	I	Drywall	White	-0.4	QM
50	002	Break Room	B	Wall		U Ctr	I	Drywall	White	-0.3	QM
51	002	Break Room	C	Wall		L Ctr	I	Drywall	White	-0.3	QM
52	002	Break Room	D	Wall		L Ctr	I	Drywall	White	-0.1	QM
53	002	Break Room	C	Ceiling			I	Drywall	White	-0.4	QM
54	002	Break Room	D	Wall		L Ctr	I	Wood	Green	-0.3	QM
55	002	Break Room	D	Chair rail		Ctr	I	Wood	White	-0.1	QM
56	002	Break Room	D	Baseboard		Ctr	I	Wood	White	-0.2	QM
57	002	Break Room	D	Door		Ctr Rgt casing	I	Wood	White	-0.2	QM
58	002	Break Room	D	Door		Ctr Rgt jamb	I	Wood	White	-0.2	QM
59	002	Break Room	B	Window		Ctr Rgt casing	I	Metal	Brown	-0.5	QM
60	002	Break Room	B	Window		Ctr Sill	I	Wood	White	0.0	QM
61	002	Break Room	B	Window		Ctr Apron	I	Wood	White	-0.3	QM
62	002	Break Room	B	Mini Blinds		Ctr	I	Vinyl	White	0.0	QM
63	002	Break Room	C	Cabinet		Rgt	I	Wood	Varnish	-0.3	QM
64	003	Office B	A	Wall		U Ctr	I	Drywall	White	-0.2	QM
65	003	Office B	B	Wall		U Ctr	I	Drywall	White	-0.2	QM
66	003	Office B	C	Wall		U Ctr	I	Drywall	White	-0.3	QM
67	003	Office B	D	Wall		U Ctr	I	Drywall	White	-0.4	QM
68	003	Office B	C	Ceiling			I	Drywall	White	-0.4	QM
69	003	Office B	D	Wall		L Ctr	I	Wood	Green	-0.2	QM
70	003	Office B	D	Chair rail		Ctr	I	Wood	White	-0.4	QM
71	003	Office B	D	Baseboard		Rgt	I	Wood	White	-0.3	QM
72	003	Office B	D	Door		Rgt Rgt casing	I	Wood	White	-0.2	QM
73	003	Office B	D	Door		Rgt Rgt jamb	I	Wood	White	-0.5	QM
74	003	Office B	D	Door		Rgt U Ctr	I	Wood	Varnish	-0.1	QM
75	003	Office B	B	Window		Ctr Rgt casing	I	Metal	Brown	0.0	QM
76	003	Office B	B	Window		Ctr Sill	I	Wood	White	-0.2	QM
77	003	Office B	B	Window		Ctr Apron	I	Wood	White	0.0	QM
78	004	Office B/C	A	Wall		U Ctr	I	Drywall	White	-0.3	QM
79	004	Office B/C	B	Wall		U Ctr	I	Drywall	White	-1.1	QM
80	004	Office B/C	C	Wall		U Ctr	I	Drywall	White	-0.1	QM
81	004	Office B/C	D	Wall		U Lft	I	Drywall	White	-0.2	QM
82	004	Office B/C	C	Ceiling			I	Drywall	White	-0.2	QM
83	004	Office B/C	A	Wall		L Lft	I	Wood	Green	-0.2	QM
84	004	Office B/C	A	Chair rail		Ctr	I	Wood	White	-0.1	QM
85	004	Office B/C	A	Baseboard		Ctr	I	Wood	White	-0.2	QM
86	004	Office B/C	A	Door		Rgt Rgt casing	I	Wood	White	-0.3	QM
87	004	Office B/C	A	Door		Rgt Rgt jamb	I	Wood	White	-0.2	QM
88	004	Office B/C	A	Door		Rgt U Ctr	I	Wood	Varnish	-0.3	QM
89	004	Office B/C	C	Window		Ctr Sill	I	Wood	White	-0.2	QM
90	004	Office B/C	D	CounterTrim		Rgt	I	Wood	White	-0.1	QM
91	005	Mens Room	A	Wall		L Ctr	I	Drywall	Wallpapr	-0.5	QM
92	005	Mens Room	B	Wall		L Ctr	I	Drywall	Wallpapr	-0.2	QM
93	005	Mens Room	C	Wall		L Ctr	I	Drywall	Wallpapr	-0.5	QM
94	005	Mens Room	D	Wall		L Ctr	I	Drywall	Wallpapr	-0.4	QM
95	005	Mens Room	C	Ceiling			I	Drywall	Wallpapr	-0.1	QM
96	005	Mens Room	D	Baseboard		Rgt	I	Wood	Tan	-0.4	QM
97	005	Mens Room	A	Floor			I	Ceramic	Tan	-0.6	QM
98	005	Mens Room	B	Door		Ctr Rgt casing	I	Wood	White	-0.2	QM
99	005	Mens Room	B	Door		Ctr Rgt jamb	I	Wood	White	-0.2	QM
100	005	Mens Room	B	Door		Ctr U Ctr	I	Wood	Varnish	-0.2	QM
101	005	Mens Room	D	Sink		Lft	I	Porcelain	White	-0.4	QM
102	006	Ladies Rm	A	Wall		L Ctr	I	Drywall	Gray	-0.3	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
103	006	Ladies Rm	B Wall	L Ctr		I Drywall		Gray	-0.4	QM
104	006	Ladies Rm	C Wall	L Ctr		I Drywall		Gray	-0.5	QM
105	006	Ladies Rm	D Wall	L Ctr		I Drywall		Gray	-0.2	QM
106	006	Ladies Rm	C Ceiling			I Drywall		White	-0.3	QM
107	006	Ladies Rm	D Baseboard	Rgt		I Drywall		Tan	-0.8	QM
108	006	Ladies Rm	B Floor			I Ceramic		Tan	-0.7	QM
109	006	Ladies Rm	B Door	Ctr	Rgt casing	I Wood		White	-0.2	QM
110	006	Ladies Rm	B Door	Ctr	Rgt jamb	I Wood		White	-0.2	QM
111	006	Ladies Rm	B Door	Ctr	U Ctr	I Wood		Varnish	-0.1	QM
112	007	Office D	A Wall	U Ctr		I Drywall		White	-0.2	QM
113	007	Office D	B Wall	U Ctr		I Drywall		White	-0.4	QM
114	007	Office D	C Wall	U Ctr		I Drywall		White	-0.4	QM
115	007	Office D	D Wall	U Lft		I Drywall		White	-0.1	QM
116	007	Office D	C Ceiling			I Drywall		White	-0.5	QM
117	007	Office D	A Wall	L Ctr		I Wood		Green	-0.2	QM
118	007	Office D	A Chair rail	Ctr		I Wood		White	-0.2	QM
119	007	Office D	A Baseboard	Ctr		I Wood		White	-0.1	QM
120	007	Office D	A Door	Rgt	Lft casing	I Wood		White	-0.2	QM
121	007	Office D	A Door	Rgt	Lft jamb	I Wood		White	-0.2	QM
122	007	Office D	A Door	Rgt	U Ctr	I Wood		Varnish	-0.2	QM
123	007	Office D	D Window	Ctr	Sill	I Wood		White	-0.5	QM
124	007	Office D	D Window	Ctr	Apron	I Wood		White	-0.3	QM
125	007	Office D	D Window	Ctr	Rgt casing	I Metal		Brown	-0.2	QM
126	008	Conference	A Wall	U Ctr		I Drywall		White	-0.7	QM
127	008	Conference	B Wall	U Ctr		I Drywall		White	-0.3	QM
128	008	Conference	C Wall	U Ctr		I Drywall		White	-0.3	QM
129	008	Conference	D Wall	U Lft		I Drywall		White	-0.4	QM
130	008	Conference	C Ceiling			I Drywall		White	-0.1	QM
131	008	Conference	A Wall	L Ctr		I Wood		Green	-0.3	QM
132	008	Conference	A Chair rail	Ctr		I Wood		White	-0.5	QM
133	008	Conference	A Baseboard	Ctr		I Wood		White	-0.2	QM
134	008	Conference	C Door	Lft	Rgt casing	I Wood		White	-0.2	QM
135	008	Conference	C Door	Lft	Rgt jamb	I Wood		White	-0.1	QM
136	008	Conference	C Door	Lft	U Ctr	I Wood		Varnish	-0.3	QM
137	008	Conference	A Window	Rgt	Rgt casing	I Metal		Brown	-0.7	QM
138	008	Conference	A Window	Rgt	Sill	I Wood		White	-0.1	QM
139	008	Conference	A Window	Rgt	Apron	I Wood		White	-0.1	QM
140	009	Mechanical	A Wall	L Ctr		I Drywall		White	-0.4	QM
141	009	Mechanical	B Wall	L Ctr		I Drywall		White	-0.4	QM
142	009	Mechanical	C Wall	L Ctr		I Drywall		White	-0.2	QM
143	009	Mechanical	D Wall	L Ctr		I Drywall		White	-0.2	QM
144	009	Mechanical	C Ceiling			I Drywall		White	-0.2	QM
145	009	Mechanical	A Baseboard	Ctr		I Wood		White	-0.1	QM
146	009	Mechanical	A Floor			P Concrete		Brown	-0.3	QM
147	009	Mechanical	A Door	Ctr	Rgt casing	I Wood		Brown	-0.2	QM
148	009	Mechanical	A Door	Ctr	Rgt jamb	I Wood		Brown	-0.2	QM
149	009	Mechanical	A Door	Ctr	U Ctr	I Wood		Varnish	-0.4	QM
150	009	Mechanical	B Sink	Lft		I Porcelain		White	>9.9	QM
151	009	Mechanical	B TankSupprt	Lft		I Metal		Black	-0.1	QM
152		CALIBRATION							1.0	TC
153		CALIBRATION							0.9	TC
154		CALIBRATION							1.0	TC
155		CALIBRATION							-0.4	QM
156		CALIBRATION							-0.1	QM
157		CALIBRATION							-0.1	QM



SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
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---- End of Readings ----

**DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.**

Inspection Date: 09/05/18 Harnett Regional Jetport - Terminal  
 Report Date: 9/7/2018 615 Airport Road  
 Abatement Level: 1.0 Erwin, NC 28339  
 Report No. 09/05/18 10:53  
 Total Readings: 157  
 Job Started: 09/05/18 10:53  
 Job Finished: 09/05/18 12:05

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
<b>Exterior Room 001 Exterior</b>									
007	A	Fascia			I	Aluminum	Tan	-0.1	QM
008	A	Gutter			I	Aluminum	Tan	-0.4	QM
011	A	Window	Rgt	Rgt casing	I	Metal	Brown	-0.4	QM
009	A	Door	Lft	U Ctr	I	Metal	Brown	-0.8	QM
010	A	Sign	Lft		I	Wood	Tan	-1.1	QM
012	B	Fascia			I	Aluminum	Tan	-0.7	QM
013	B	Soffit			I	Vinyl	Tan	-0.4	QM
014	B	Window	Rgt	Rgt casing	I	Metal	Brown	-0.6	QM
017	B	Door	Ctr	Rgt casing	I	Metal	Brown	-0.5	QM
018	B	Door	Ctr	U Ctr	I	Metal	Brown	-0.7	QM
015	B	Lintel	Rgt		I	Metal	Red	-0.3	QM
016	C	Fascia			I	Aluminum	Tan	0.0	QM
019	C	Window	Lft	Rgt casing	I	Metal	Brown	-0.4	QM
020	D	Fascia			I	Aluminum	Tan	-0.4	QM
021	D	Soffit			I	Aluminum	Tan	-0.3	QM
022	D	Window	Ctr	Rgt casing	I	Metal	Brown	-0.6	QM
023	D	Window	Ctr	Sash	I	Metal	Brown	-1.0	QM
024	D	Lintel	Ctr		I	Metal	Red	-0.4	QM
<b>Exterior Room 002 HVAC Shed</b>									
027	A	Wall	U Lft		I	Brick	Brown	-0.1	QM
026	C	Wall	U Rgt		I	Cinderbloc	Brown	-0.6	QM
025	D	Fascia			P	Wood	Brown	-0.3	QM
<b>Interior Room 001 Lounge</b>									
028	A	Wall	U Ctr		I	Drywall	White	-0.4	QM
047	A	Door	Lft	Rgt jamb	I	Wood	White	-0.3	QM
046	A	Door	Lft	Rgt casing	I	Wood	White	-0.2	QM
045	A	Door	Lft	U Ctr	I	Wood	Varnish	-0.3	QM
037	A	Door	Ctr	Rgt casing	I	Metal	Brown	-0.7	QM
029	B	Wall	U Ctr		I	Drywall	White	-0.5	QM
036	B	Floor			I	Brick	Red	-0.3	QM
038	B	AtticCas.	Ctr		I	Metal	Brown	-0.4	QM
039	B	AtticHatch	Ctr		I	Metal	Brown	-0.2	QM
030	C	Wall	U Ctr		I	Drywall	White	-0.3	QM
032	C	Ceiling			I	Drywall	White	-0.4	QM
042	C	Window	Rgt	Rgt casing	I	Metal	Brown	-0.8	QM
043	C	Window	Rgt	Sill	I	Wood	White	-0.2	QM
048	C	Cabinet	Ctr		I	Wood	White	-0.2	QM
033	D	Wall	L Ctr		I	Wood	Green	-0.2	QM
031	D	Wall	U Ctr		I	Drywall	White	-0.5	QM
035	D	Baseboard	Rgt		I	Wood	White	-0.3	QM
034	D	Chair rail	Rgt		I	Wood	White	-0.2	QM
044	D	Window	Ctr	Sill	I	Wood	White	-0.2	QM
041	D	Door	Rgt	Rgt casing	I	Wood	White	-0.3	QM
040	D	Door	Rgt	U Ctr	I	Wood	Varnish	-0.3	QM
<b>Interior Room 002 Break Room</b>									
049	A	Wall	U Ctr		I	Drywall	White	-0.4	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
050	B	Wall	U Ctr		I	Drywall	White	-0.3	QM
059	B	Window	Ctr	Rgt casing	I	Metal	Brown	-0.5	QM
061	B	Window	Ctr	Apron	I	Wood	White	-0.3	QM
060	B	Window	Ctr	Sill	I	Wood	White	0.0	QM
062	B	Mini Blinds	Ctr		I	Vinyl	White	0.0	QM
051	C	Wall	L Ctr		I	Drywall	White	-0.3	QM
053	C	Ceiling			I	Drywall	White	-0.4	QM
063	C	Cabinet	Rgt		I	Wood	Varnish	-0.3	QM
052	D	Wall	L Ctr		I	Drywall	White	-0.1	QM
054	D	Wall	L Ctr		I	Wood	Green	-0.3	QM
056	D	Baseboard	Ctr		I	Wood	White	-0.2	QM
055	D	Chair rail	Ctr		I	Wood	White	-0.1	QM
058	D	Door	Ctr	Rgt jamb	I	Wood	White	-0.2	QM
057	D	Door	Ctr	Rgt casing	I	Wood	White	-0.2	QM
Interior Room 003 Office B									
064	A	Wall	U Ctr		I	Drywall	White	-0.2	QM
065	B	Wall	U Ctr		I	Drywall	White	-0.2	QM
075	B	Window	Ctr	Rgt casing	I	Metal	Brown	0.0	QM
077	B	Window	Ctr	Apron	I	Wood	White	0.0	QM
076	B	Window	Ctr	Sill	I	Wood	White	-0.2	QM
066	C	Wall	U Ctr		I	Drywall	White	-0.3	QM
068	C	Ceiling			I	Drywall	White	-0.4	QM
069	D	Wall	L Ctr		I	Wood	Green	-0.2	QM
067	D	Wall	U Ctr		I	Drywall	White	-0.4	QM
071	D	Baseboard	Rgt		I	Wood	White	-0.3	QM
070	D	Chair rail	Ctr		I	Wood	White	-0.4	QM
073	D	Door	Rgt	Rgt jamb	I	Wood	White	-0.5	QM
072	D	Door	Rgt	Rgt casing	I	Wood	White	-0.2	QM
074	D	Door	Rgt	U Ctr	I	Wood	Varnish	-0.1	QM
Interior Room 004 Office B/C									
083	A	Wall	L Lft		I	Wood	Green	-0.2	QM
078	A	Wall	U Ctr		I	Drywall	White	-0.3	QM
085	A	Baseboard	Ctr		I	Wood	White	-0.2	QM
084	A	Chair rail	Ctr		I	Wood	White	-0.1	QM
087	A	Door	Rgt	Rgt jamb	I	Wood	White	-0.2	QM
086	A	Door	Rgt	Rgt casing	I	Wood	White	-0.3	QM
088	A	Door	Rgt	U Ctr	I	Wood	Varnish	-0.3	QM
079	B	Wall	U Ctr		I	Drywall	White	-1.1	QM
080	C	Wall	U Ctr		I	Drywall	White	-0.1	QM
082	C	Ceiling			I	Drywall	White	-0.2	QM
089	C	Window	Ctr	Sill	I	Wood	White	-0.2	QM
081	D	Wall	U Lft		I	Drywall	White	-0.2	QM
090	D	CounterTrim	Rgt		I	Wood	White	-0.1	QM
Interior Room 005 Mens Room									
091	A	Wall	L Ctr		I	Drywall	Wallpapr	-0.5	QM
097	A	Floor			I	Ceramic	Tan	-0.6	QM
092	B	Wall	L Ctr		I	Drywall	Wallpapr	-0.2	QM
099	B	Door	Ctr	Rgt jamb	I	Wood	White	-0.2	QM
098	B	Door	Ctr	Rgt casing	I	Wood	White	-0.2	QM
100	B	Door	Ctr	U Ctr	I	Wood	Varnish	-0.2	QM
093	C	Wall	L Ctr		I	Drywall	Wallpapr	-0.5	QM
095	C	Ceiling			I	Drywall	Wallpapr	-0.1	QM
094	D	Wall	L Ctr		I	Drywall	Wallpapr	-0.4	QM
096	D	Baseboard	Rgt		I	Wood	Tan	-0.4	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
101	D	Sink	Lft		I	Porcelain	White	-0.4	QM
Interior Room 006 Ladies Rm									
102	A	Wall	L Ctr		I	Drywall	Gray	-0.3	QM
103	B	Wall	L Ctr		I	Drywall	Gray	-0.4	QM
108	B	Floor			I	Ceramic	Tan	-0.7	QM
110	B	Door	Ctr	Rgt jamb	I	Wood	White	-0.2	QM
109	B	Door	Ctr	Rgt casing	I	Wood	White	-0.2	QM
111	B	Door	Ctr	U Ctr	I	Wood	Varnish	-0.1	QM
104	C	Wall	L Ctr		I	Drywall	Gray	-0.5	QM
106	C	Ceiling			I	Drywall	White	-0.3	QM
105	D	Wall	L Ctr		I	Drywall	Gray	-0.2	QM
107	D	Baseboard	Rgt		I	Drywall	Tan	-0.8	QM
Interior Room 007 Office D									
117	A	Wall	L Ctr		I	Wood	Green	-0.2	QM
112	A	Wall	U Ctr		I	Drywall	White	-0.2	QM
119	A	Baseboard	Ctr		I	Wood	White	-0.1	QM
118	A	Chair rail	Ctr		I	Wood	White	-0.2	QM
120	A	Door	Rgt	Lft casing	I	Wood	White	-0.2	QM
121	A	Door	Rgt	Lft jamb	I	Wood	White	-0.2	QM
122	A	Door	Rgt	U Ctr	I	Wood	Varnish	-0.2	QM
113	B	Wall	U Ctr		I	Drywall	White	-0.4	QM
114	C	Wall	U Ctr		I	Drywall	White	-0.4	QM
116	C	Ceiling			I	Drywall	White	-0.5	QM
115	D	Wall	U Lft		I	Drywall	White	-0.1	QM
125	D	Window	Ctr	Rgt casing	I	Metal	Brown	-0.2	QM
124	D	Window	Ctr	Apron	I	Wood	White	-0.3	QM
123	D	Window	Ctr	Sill	I	Wood	White	-0.5	QM
Interior Room 008 Conference									
131	A	Wall	L Ctr		I	Wood	Green	-0.3	QM
126	A	Wall	U Ctr		I	Drywall	White	-0.7	QM
133	A	Baseboard	Ctr		I	Wood	White	-0.2	QM
132	A	Chair rail	Ctr		I	Wood	White	-0.5	QM
137	A	Window	Rgt	Rgt casing	I	Metal	Brown	-0.7	QM
139	A	Window	Rgt	Apron	I	Wood	White	-0.1	QM
138	A	Window	Rgt	Sill	I	Wood	White	-0.1	QM
127	B	Wall	U Ctr		I	Drywall	White	-0.3	QM
128	C	Wall	U Ctr		I	Drywall	White	-0.3	QM
130	C	Ceiling			I	Drywall	White	-0.1	QM
135	C	Door	Lft	Rgt jamb	I	Wood	White	-0.1	QM
134	C	Door	Lft	Rgt casing	I	Wood	White	-0.2	QM
136	C	Door	Lft	U Ctr	I	Wood	Varnish	-0.3	QM
129	D	Wall	U Lft		I	Drywall	White	-0.4	QM
Interior Room 009 Mechanical									
140	A	Wall	L Ctr		I	Drywall	White	-0.4	QM
145	A	Baseboard	Ctr		I	Wood	White	-0.1	QM
146	A	Floor			P	Concrete	Brown	-0.3	QM
148	A	Door	Ctr	Rgt jamb	I	Wood	Brown	-0.2	QM
147	A	Door	Ctr	Rgt casing	I	Wood	Brown	-0.2	QM
149	A	Door	Ctr	U Ctr	I	Wood	Varnish	-0.4	QM
141	B	Wall	L Ctr		I	Drywall	White	-0.4	QM
150	B	Sink	Lft		I	Porcelain	White	>9.9	QM
151	B	TankSupprt	Lft		I	Metal	Black	-0.1	QM
142	C	Wall	L Ctr		I	Drywall	White	-0.2	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
144	C	Ceiling			I	Drywall	White	-0.2	QM
143	D	Wall	L Ctr		I	Drywall	White	-0.2	QM
Calibration Readings									
001								1.0	TC
002								1.0	TC
003								0.9	TC
004								-0.4	QM
005								-0.3	QM
006								-0.3	QM
152								1.0	TC
153								0.9	TC
154								1.0	TC
155								-0.4	QM
156								-0.1	QM
157								-0.1	QM

---- End of Readings ----

**DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR: Geotechnologies, Inc.**

Inspection Date:	09/05/18	Harnett Regional Jetport - Terminal
Report Date:	9/7/2018	615 Airport Road
Abatement Level:	1.0	Erwin, NC 28339
Report No.	09/05/18 10:53	
Total Reading Sets:	145	
Job Started:	09/05/18 10:53	
Job Finished:	09/05/18 12:05	

Structure	Total	Structure Distribution		
		Positive	Negative	Inconclusive
AtticCas.	1	0 <0%>	1 <100%>	0 <0%>
AtticHatch	1	0 <0%>	1 <100%>	0 <0%>
Baseboard	9	0 <0%>	9 <100%>	0 <0%>
Cabinet	2	0 <0%>	2 <100%>	0 <0%>
Ceiling	9	0 <0%>	9 <100%>	0 <0%>
Chair rail	6	0 <0%>	6 <100%>	0 <0%>
CounterTrim	1	0 <0%>	1 <100%>	0 <0%>
Door Lft casing	1	0 <0%>	1 <100%>	0 <0%>
Door Lft jamb	1	0 <0%>	1 <100%>	0 <0%>
Door Rgt casing	11	0 <0%>	11 <100%>	0 <0%>
Door Rgt jamb	8	0 <0%>	8 <100%>	0 <0%>
Door U Ctr	11	0 <0%>	11 <100%>	0 <0%>
Fascia	5	0 <0%>	5 <100%>	0 <0%>
Floor	4	0 <0%>	4 <100%>	0 <0%>
Gutter	1	0 <0%>	1 <100%>	0 <0%>
Lintel	2	0 <0%>	2 <100%>	0 <0%>
Mini Blinds	1	0 <0%>	1 <100%>	0 <0%>
Sign	1	0 <0%>	1 <100%>	0 <0%>
Sink	2	1 <50%>	1 <50%>	0 <0%>
Soffit	2	0 <0%>	2 <100%>	0 <0%>
TankSupprt	1	0 <0%>	1 <100%>	0 <0%>
Wall	44	0 <0%>	44 <100%>	0 <0%>
Window Apron	4	0 <0%>	4 <100%>	0 <0%>
Window Rgt casing	9	0 <0%>	9 <100%>	0 <0%>
Window Sash	1	0 <0%>	1 <100%>	0 <0%>
Window Sill	7	0 <0%>	7 <100%>	0 <0%>
<b>Inspection Totals:</b>	<b>145</b>	<b>1 &lt; 1%&gt;</b>	<b>144 &lt; 99%&gt;</b>	<b>0 &lt; 0%&gt;</b>

# **PROJECT SPECIAL PROVISIONS**

## **PROJECT SPECIAL PROVISIONS**

### **PSP-1 INTERPRETATION OR CLARIFICATION OF BIDDING DOCUMENTS**

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for clarification and forward the same to the appropriate address below. Requests sent via e-mail are preferred, but not required. Spoken questions will not be answered; only written questions will be answered. Any interpretation, correction or change of the Bidding Documents will be made only by Addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. Substitution requests submitted prior to the Contract being awarded will be considered Pre-contract Substitution Requests and must be submitted in accordance section 016000 of the Technical Specifications.

The deadline for receipt of written requests for clarifications and Pre-contract Substitution Requests shall be September 28, 2022. Use Forms 002315 Bidder's Request for Information and 002615 Bidder's Substitution Request found in the Project Manual.

### **PSP-2 QUALIFICATION CRITERIA**

Per Specification Section 20-02, each bidder shall submit "evidence of competency" and "evidence of financial responsibility" as indicated in Section 20-02 to the OWNER at the bid opening. Evaluation will be limited to the specific office of the Contractor that is proposed to perform the work. Use AIA Form A305 with supplemental documentation as indicated below and in the checklist in the proposal form. The following information must be submitted with the bid:

- A. Bidders must document and demonstrate the following to the satisfaction of the OWNER:
  1. Proper license under the North Carolina State laws governing their respective trade(s).
    - a. Prime Contractors shall hold Unlimited Building License or Unlimited Unclassified License (having passed the Building qualification).
    - b. Provide photocopy with submission.
    - c. NCDOT Prequalification Status and applicable work codes
  2. Capacity to provide 100% Performance Bond, Labor and Material Payment Bond, with a corporate surety authorized to transact business in the Project State, and Insurance in a form acceptable to the OWNER. See Appendix E for form of bond and see PSP-32 for insurance requirements. Provide certified letter from Bonding and Insurance Companies stating intent to provide bonding and insurance for the project.
  3. Applicable experience of firm including the following:



- a. Experience of Firm: The firm in its current organization shall have successfully completed a minimum of 5 projects of similar type, quality, and scope, including a minimum of 2 within the last 3 years within North Carolina. The firm shall provide a record of project completions, credit report, record judgment claims, current and past arbitration proceedings and suits pending or outstanding acceptable to the OWNER. Firms shall provide a general description, including the square footage and cost to construct, of projects listed.
- b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to the OWNER. Provide names of personnel and their positions that will be assigned to this project.
- c. Experience of project and field management staff to be committed by the Bidder to carry out the Work:

The assigned Project Manager must have successfully completed a minimum of 3 projects of similar type, quality, and scope, including a minimum of 2 within the last 3 years.

The assigned Field Superintendent must each have successfully completed a minimum of 3 projects of similar type, quality, and scope, including a minimum of 2 within the last 3 years.

- (1) For purposes of this submittal, reference to “key individuals” as described in the Contractor’s Qualification Statement shall be understood to mean the Principal in Charge, the Project Manager(s), and the project field superintendent(s) committed by the Bidder to carry out the Work of this Project. Bidder by submitting qualifications of key individuals agrees that OWNER reserves the right to approve or reject subsequent reassignment of these individuals.
  - (2) For purposes of this submittal, “successful completion” shall be understood to mean completion of the Project within the project schedule and budget. Provide additional information indicating reasons and results why any referenced project did not meet project schedule and project budget.
- d. For purposes of this Qualification, “similar project” shall be understood to include the following project elements:
    - 1) Foundation system;
    - 2) Frame construction;
    - 3) Roof system;
    - 4) Type - Size of project;
    - 5) Scope of complexity of project.
  4. Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments, in view of other contracted work.

5. Work capacity, such that the Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out the OWNER's proposed work.
  6. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendent, and field engineering and quality control.
  7. Acceptable past performance as indicated by reference, including ability to meet contract time and monitor, manage, and communicate interim scheduling requirements, to carry out required quality control activities, to resolve construction claims and disputes, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.
- B. The OWNER may make such investigation as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the OWNER all such information for this purpose as the OWNER may request. The OWNER reserves the right to withhold qualification if the evidence submitted by or investigation of such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are Qualified is not protestable, except as allowed by law.
- C. The Qualification Submittal and data contained therein is considered privileged and confidential and will not be disclosed to any outside party except as required by law.
- D. Evaluations by the OWNER will be confidential.
- E. The OWNER may deny Qualification if it finds one or more of the following:
1. The Bidder does not have proper or adequate license to perform Work.
  2. The Bidder does not have sufficient financial ability to perform Work.
  3. The Bidder does not have the appropriate experience to perform the Work, including but not limited to, having met the experience criteria set forth herein.
  4. The Bidder or any officer, director, or owner thereof has had judgments entered against him within the past 5 years for the breach of contracts for governmental or nongovernmental construction work including, but not limited to, design-build or construction management contracts.
  5. The Bidder has been in substantial non-compliance with the terms and conditions of prior construction with the OWNER, or in documented substantial non-compliance with the terms and conditions prior to construction with another public body without good cause.
  6. The Bidder or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
  7. The Bidder or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government.

8. The Bidder failed to provide to the public body in a timely manner any information required by the public body relevant to E.1 through 7 above.
9. The Bidder provides false, non-responsive, misleading, or incomplete information for items required herein.

### **PSP-3 PRE-BID CONFERENCE**

A Pre-Bid Conference will be held for this project at 2 p.m. on September 21, 2022, in the Conference Room at the Harnett Regional Jetport. Contractors will be allowed to ask questions and to discuss the project with the Owner and ENGINEER. Site visits will be available following the meeting with weather permitting. If a tour is unable to be conducted at this time, an alternative time will be scheduled for a later date. Individual tours of the project area will not be conducted. ***It is strongly recommended that all prospective bidders have a qualified representative at this Pre-Bid Conference, however attendance is not mandatory.***

### **PSP-4 GENERAL REQUIREMENTS - SCHEDULE OF WORK**

It is the intent of the Owner and these specifications that the Harnett Regional Jetport will remain open to air traffic, during the work accomplished under this project. ***The Contractor will be required to submit for approval a detailed Schedule of Work to the ENGINEER seven days prior to the Preconstruction Conference.*** After the ENGINEER approves the progress schedule, the Contractor will be required to follow the approved schedule of work unless deviations therefrom are approved by the ENGINEER.

The Contractor's attention is directed to the following requirements in developing his Schedule of Work:

1. The purpose of the Schedule of Work is to assure a safe area of operation for the Contractor and Airport traffic, to coordinate the efforts of various Contractors, to assure maintenance of traffic on the runways and taxiways adjacent to the construction area, and to assure performance of the construction in an acceptable manner and time frame.
2. The Contractor shall develop a detailed schedule for all work areas to ensure that construction can be completed within the time allotted. Many of the work items will have to be constructed simultaneously.
3. There may be more than one Contractor working at the Harnett Regional Jetport performing construction simultaneously. The Contractor will be required to coordinate all work with the ENGINEER to minimize conflicts with other Contractors.
4. The Contractor shall make his own estimate of the difficulties involved in arranging the work to comply with the above requirements and shall not claim any added compensation by reason of delay or increased cost due to these requirements.

5. The schedule shall include, but is not limited to, approximate dates and exact time intervals for performing each work task, sub-schedules for shop drawing submittals, review times, procurement schedules, and delivery dates.
6. If Contractor utilizes cranes, bucket trucks, or other equipment exceeding 25' in height, Contractor is responsible for filing a "Notice of Proposed Construction" (Form 7460) with FAA review and approval prior to erecting the equipment. **In order to avoid delaying the start of the work, Contractor shall submit 7460 within 14 days of notice of contract award.** Contractor should allow at least 45 days for FAA review. The notice may be filed on-line; detailed instructions can be found on the FAA website: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.  
  
FAA may require tall equipment to be lighted and flagged. Any tall equipment used for the project shall be lowered when not in use. Equipment over 25' cannot be utilized until such time as FAA has completed their review and determined that the proposed equipment does not pose a hazard to air navigation.
7. Except where otherwise specified, work shall be allowed during daylight hours only in all work areas.
8. Due to the tight project schedule for each phase of the selected Schedule, the Contractor may be required to perform certain items prior to the actual beginning of construction. These items include mobilization of equipment and materials; setting up staging areas; and preliminary survey work. The surveyor will be required to work under radio control with the Airport. The surveyor may be required to abandon or vacate his position if instructed by Airport. No additional compensation will be considered if Contractor cannot work or must stop work due to movement of aircraft or weather conditions which may prohibit or prevent completion of preliminary survey work.

#### **PSP-5 CONTRACT TIME AND LIQUIDATED DAMAGES**

The Notice to Proceed (NTP) will be issued no later than December 12, 2022 and Final Completion of work is no later than March 31, 2024. The term "Final Completion" shall mean that all punch list items have been satisfactorily addressed and the work is ready for final acceptance by the Owner. Liquidated Damages will be assessed in the event that the Contractor fails to achieve project Final Completion within the specified Contract Time (including any adjustments thereto) in the amount of \$1,000.00 (One Thousand Dollars) per each calendar day that expires after the time specified. The liquidated damages are minimum amounts that will be assessed. All actual cost associated with the Contractor's failure to complete specified work items within the time allotted, will be passed on to the Contractor.

<b>TABLE 1</b>			
<b>Work Phase</b>	<b>Contract Time</b>	<b>Allowable Hours of Operation</b>	<b>Liquidated Damages</b>
Phases 1, 2 & 3 Temporary Terminal Trailer, Terminal Building and Parking Lot <sup>1</sup>	NTP Date (NLT 12/12/22) to March 31, 2024	Daylight Hours <sup>3</sup>	\$1,000.00 per Calendar Day
Removal of Erosion Control Items <sup>2</sup>	3 Calendar Days	Daylight Hours <sup>3</sup>	\$1,000.00 per Calendar Day

1. The Contractor shall procure and set up the Temporary Terminal Trailer. After establishment of the Temporary Terminal Trailer, the Airport will be given 7 calendar days to remove all furniture, equipment, and miscellaneous items from the existing terminal building. Then the Contractor shall begin Phase 2 (Terminal Building and Parking Lot Improvements) and start demolition and construction of the new terminal building.
2. "Removal of Erosion Control Items" shall be scheduled after the site is stabilized with permanent grass. The Contractor shall periodically inspect site to determine if site is stabilized and notify ENGINEER for a review. The work shall be scheduled after the ENGINEER has coordinated closure with NCDEQ and has notified the Contractor to proceed with this phase of work.
3. Daylight Hours will be from dawn until dusk unless otherwise approved by the Engineer.

**PSP-6 ADJUSTMENT OF CONTRACT TIME**

Contract time for this project may be adjusted only by change order, when requested by the Contractor in writing and approved by the ENGINEER and Owner, for reasons outside of the Contractor's control, as follows:

- a. Strikes, lockouts, or other labor actions which delay delivery of critical materials or performance of critical segments of work.
- b. Natural disasters affecting the project site.
- c. Excessive rainfall during an entire calendar month, defined as total number of days with more than 0.1" of rainfall in excess of the normal number of such days for that calendar month. Normal values for Harnett County shall be taken as published by the NOAA as shown below.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	6	6	6	7	7	9	7	5	4	5	6

- d. Extreme low temperatures, defined as the average daily temperatures falling below

the normal average daily temperature for that date and below the minimum allowable temperature specified for a critical component of the work, for 15 days or more in a calendar month. Average daily temperature and normal average daily temperature values shall be as reported by the National Weather Services, the Southeast Regional Climate Center, or other reliable source provided by the Contractor and acceptable to the ENGINEER.

- e. Suspension of the work as ordered by the ENGINEER or Owner.
- f. Delays in critical work by others.
- g. Significant additions to the scope of work.

Time extension will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where work is performed.

Daily weather logs shall be kept on the job site by the Contractor reflecting the effect of the weather on progress of the work and initialed by the ENGINEER's representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path.

Refer also to Section 80 of the General Conditions.

#### **PSP-7 NOTAMS**

- a. The Airport Management will issue the necessary NOTAMS to reflect hazardous conditions. It is important that NOTAMS be kept current and reflect the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.
- b. Inspection - Frequent inspections may be made by the Airport Management during critical phases of the work to ensure that the Contractor is following the recommended safety procedures.

#### **PSP-8 NIGHTTIME CONSTRUCTION OPERATIONS**

No nighttime construction operations will be allowed for this project.

#### **PSP-9 AIRPORT SAFETY PLAN AND PHASING PLAN**

An Airport Safety Plan and Phasing Plan has been prepared and included in the Contract Documents. This project involves construction on Airport property at the Harnett Regional

Jetport. The Airport is open on a 24-hour, seven day per week basis, and is used by a variety of aircraft types, including jets and helicopters. The purpose of the Airport Safety Plan and Phasing Plan is to establish requirements intended to assure the safety of the public, aircraft operations, and construction operations on the Airport. The Contractor shall be responsible for implementation and compliance with the requirements of the Plans. No separate measurement or payment will be made for labor, equipment or materials required to implement the Safety Plan. All costs shall be included in the lump sum bid price for Mobilization.

The Contractor shall read the Construction Safety & Phasing Plan (CSPP) (see Appendix G) and prepare a Safety Plan Compliance Document (SPCD). The SPCD shall state that the Contractor understands the operational safety requirements of the CSPP and will not deviate from the approved CSPP unless written approval is granted by the Airport. The document shall include contact information for Contractor's personnel responsible for monitoring compliance with the CSPP during construction of the project. Contractor shall submit the SPCD to the ENGINEER for submittal to FAA in compliance with FAA Advisory Circular 150/5370-2G.

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 enforced by Contractor.

Contractor is responsible for providing such barricades, fencing, warning signs and other measures as required to identify construction areas to the public and to protect the public from hazards.

The Contractor shall conduct his operations in such a manner as to assure that such operations do not impede access to any area of the Airport at any time for fire fighting vehicles and other emergency vehicles. The Contractor shall cooperate fully and immediately with any directives issued by Airport or emergency service/fire personnel relative to emergency access.

## **PSP-10 AIRPORT ENTRY AND DEPARTURE PROCEDURES**

The Contractor shall coordinate ingress-egress requirements with the Airport Management and Resident Project Representative. All open gates to secured Airport areas shall be monitored by Contractor's personnel to control access to secured area and shall be closed and locked at the end of each day's operation. Contractor personnel shall not allow any unauthorized personnel to enter through construction gates. The Contractor shall be responsible for securing and/or locking all gates when not in use and at the end of each day's operations. **The Contractor will be required to supply a padlock to interlock with existing padlocks at all gates as required. The Contractor shall be required to provide copies of all keys to the Resident Project Representative and Airport.**

All construction vehicles must be cleared for access by the Airport Management and Resident Project Representative. Personal cars shall be parked outside of secured airfield areas. All vehicles operating in active air operation areas shall be lighted or flagged in accordance with FAA Advisory Circular 150/5370-2G. Copies of the Advisory Circular will be made available upon request.

### **PSP-11 EMERGENCY VEHICLE ACCESS**

The Contractor shall conduct his operations in such a manner as to assure that such operations do not impede access to any area of the airfield at any time for emergency vehicles. The Contractor shall cooperate fully and immediately with any directive issued by Airport Management relative to emergency access.

### **PSP-12 CONSTRUCTION GENERAL REQUIREMENTS AND ACCESS**

The Contractor shall use equipment and construction methods appropriate for each work area. All debris shall be removed from the project area and disposed of off Airport property or project site at a properly permitted site. It will be the responsibility of the Contractor to obtain all necessary permits and coordinate all activities with the appropriate agencies for disposal of debris and for traffic control on public roadways. The Contractor will be responsible for cleaning up and removing all debris at the completion of the project. All disturbed areas shall be smooth graded, seeded, and mulched. No ruts, depressions, holes, etc., will be allowed to be left on site.

Access roads to be used under this Contract shall be those designated and approved by the ENGINEER. In general, the Contractor shall confine his equipment and hauling where practical to existing roads and limit equipment traffic on Airport Road. If existing pavement or road surface is damaged by the Contractor's hauling operations, it shall be repaired to its original condition at the Contractor's expense. Where existing road does not exist, the Contractor will be required to construct and maintain access road to be utilized for the project. The Contractor will be responsible for determining the materials and construction effort necessary to complete the access road required for the project. Proposed access roads constructed across turfed areas shall be repaired, scarified, seeded, mulched, and fertilized at the Contractor's expense. Metal track vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface. All costs associated with supplying, constructing, maintaining and repairing existing Airport Road shall be included in the lump sum price bid for "Mobilization."

### **PSP-13 SUPERINTENDENT / FOREMAN EXPERIENCE**

The Superintendent / Foreman on the project responsible for each major work element (paving, lighting, and marking) shall be able to demonstrate experience with similar work on at least three other Airport projects.



## **PSP-14 CONSTRUCTION LAYOUT AND CONTROL**

The ENGINEER shall furnish control points for horizontal control and benchmarks for vertical control as shown on the plans. It shall be the Contractor's responsibility to lay out the work from these points and to provide all other measurements to ensure positive horizontal and vertical control of the work. All survey work shall be performed under the supervision of a Registered Land Surveyor or a Registered Professional Engineer, in the State of North Carolina and shall be sealed.

The Contractor will be required to reference and maintain all control points and establish temporary benchmarks as required. Contractor will be required to reinstall control points as required during the project.

During the initial Mobilization, the Contractor shall verify by survey all control points provided for project as shown on plans, including tying the project control network to the PACS and SACS. This work shall be performed by a Registered Land Surveyor and shall be considered part of "preliminary survey work". The Contractor shall immediately notify the ENGINEER of any discrepancies in the control network between the information shown on the Plan sheets and his survey. The Contractor shall provide survey notes or data files from verification survey to ENGINEER for review prior to beginning work. The Contractor shall verify in writing his acceptance of the existing survey prior to utilizing.

See Specification Section 50-07 CONSTRUCTION LAYOUT AND STAKES for specific requirements for verification of survey and layout.

As described here and contained in the individual specifications, the following topographic/drainage surveys shall be performed by the Contractor as required for documentation of grade control, quantities, and for as constructed drawings.

1. Top of Existing Ground/ Pavement
2. Top of Stripped Ground.
3. Areas of Undercut.
4. Top of Subgrade
5. Top of Aggregate Base Course.
6. Top of Proposed Final Ground (Required for Project Record Documents).
7. Top of Proposed Bituminous Surface Course (Required for Project Record Documents).

The Contractor shall provide the ENGINEER one (1) set of the survey notes or data files ( AutoCAD 2019 format), point files, and plotted topographic maps for all surveys. The maps shall be plotted at a scale acceptable to the ENGINEER and shall be based on elevation shots taken at intervals not exceeding 50 foot stations. All sections for all surfaces shall be taken at same interval and location based established and referenced centerline stationing. Survey notes shall be in a format that is easily read and contain station, offsets, and elevations based on the established project baseline. All costs for performing these surveys shall be included in the price bid for the item which it pertains.

The Contractor will be allowed to complete initial layout and topographic surveys prior to the Notice to Proceed for beginning construction. The Contractor will be required to schedule the survey work in advance with the ENGINEER, who shall coordinate with the Airport Management. The Contractor shall provide a minimum 48-hour advance notice. All survey work shall be completed in accordance with the requirements of the Project Safety Plan, local airfield rules and regulations, and directives from Airfield Management.

### **PSP-15 AS-CONSTRUCTED DRAWING**

The Contractor shall provide a sealed final as constructed topographic survey for the project (see requirements below). The as constructed drawing shall be provided in hard copy and electronic drawing format. The electronic drawing shall be in AutoCAD 2019 format. The survey must be provided to the ENGINEER for review and will be used to calculate and measure applicable quantities for payment as required in the Technical Specifications. The as constructed drawing shall be provided within seven (7) days of project completion and prior to the final inspection.

#### **As-Constructed Survey Requirements:**

1. The Contractor shall provide an "As-Constructed" survey drawing prepared and certified by a Licensed North Carolina Public Land Surveyor.
2. The drawing shall provide final contours shown over the entire site at the same contour interval as shown on the plans. The electronic version shall provide the capability to depict the final contours and/or the spot elevations used to develop the as constructed drawing.
3. The drawing shall include grades and contours for all ditches and basins. Cross sections shall include ditch bottom elevations, top of bank elevations, and elevations 10 foot each side of top of bank. The ditch and basin survey shall also show contours, top and bottom of bank, bottom width, and the side slopes of the ditch and basins.
4. Provide elevations and dimensions of all structures, including pipe and orifice sizes, inverts diameters, weir elevations and dimensions, riser elevations and dimensions, top of structure elevations and dimensions, and locations and inverts for all pipes.
5. Provide drainage pipes size, material, length, slope, and invert elevations.
6. Provide location for all new conduits, new overhead lights, new duct locations, and home run locations.
7. Survey shall include cross sections of the final surface course and grades taken at a minimum of 50-foot longitudinal spacings and at all longitudinal grade breaks. Minimum cross section grade points shall include the grade at centerline, at joint

lines, at grade breaks, and at edges of pavement (on/off pavement). Shots in grassed areas shall not exceed 25' transverse spacing.

8. Provide an AutoCAD digital drawing and PDF file of the as-built drawing on NC State Plan Coordinate System NAD 83 Datum. The AutoCAD drawing file shall be in AutoCAD 2019 format. The Drawings shall be signed and sealed by a Registered Surveyor in the State of North Carolina.

All survey work must be tied to the Primary Airport Control Station (PACS) and the project baseline. Ties and monuments shall be shown on record drawings.

## **PSP-16 PROTECTION OF EXISTING FACILITIES**

All existing facilities, structures, and utilities to remain will be carefully protected by the Contractor (See also PSP-17). Any facilities damaged by the Contractor will be repaired immediately and restored to original condition at Contractor's cost. All lights, signs, and paved/concrete surfaces to remain shall be protected during grading, paving, and seeding and mulching operations by suitable means.

## **PSP-17 PROTECTION OF CABLES, CONTROLS, NAVAIDS, AND UTILITIES**

1. The Contractor is hereby informed that there are installed on the Airport airfield lighting, fiber optic, telephone, and other electric power cables serving other facilities. Such airfield lighting and other electric cables must be fully protected during the entire construction time. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time, which approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason as determined by the ENGINEER acting under the orders and instructions of the Airport Management. Any instructions to this Contractor to clear any given area, at any time, by the ENGINEER or the Airport Management, shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.
2. Power and control cables leading to and from any airfield facilities will be marked in the field by the Contractor, before any work in the general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc. All known facilities and buried cables, and the approximate location thereof in the construction area, are shown on the plans.
3. These special provisions intend to make perfectly clear the need for protection of airfield lighting and other facilities and cables by this Contractor at all times.
4. The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving Airport facilities which are damaged by his workmen, equipment or work. Prior approval of the ENGINEER or of the representative designated by the Airport Management must be obtained for the materials, workmen,

time of day or night, method of repairs, for any temporary or permanent repairs the Contractor proposes to make to any other Airport facilities and cables damaged by this Contractor.

### **PSP-18 STOCKPILE/ MATERIAL HANDLING REQUIREMENTS**

Location of stockpile areas shall be as shown on the plans and coordinated with and approved by the Owner. Stockpiles shall be neat in appearance and should be piled to a maximum height of eight feet. The Contractor will be required to manipulate and push up stockpiled materials as required, to promptly remove stockpiled waste materials from site for proper disposal to minimize stockpile ground areas, and to maintain piles in a neat and orderly fashion. When stockpiles are installed outside the limits of disturbance shown on the Plans, temporary silt fence shall be installed at the base of the stockpile on the downstream side of all stockpiles. There shall be no separate payment for multiple handling of materials by Contractor. See Plans for proposed location of stockpile areas and details for temporary silt fence installation.

### **PSP-19 DISPOSAL OF SOIL AND DEBRIS**

The Contractor shall promptly dispose of concrete debris, excess or unsuitable soil, silt excavation, debris from pipe and structure removal, pavement removal, and other debris off Airport property in a properly permitted location in accordance with applicable laws and regulations. All costs for offsite disposal shall be included in the bid costs for the related items bid upon.

### **PSP-20 MATERIAL MANIPULATION**

The specifications for P-152, Excavation and Embankment and P-209 Crushed Aggregate Base Course require that these materials be compacted within specific limits of optimum moisture content. The Contractor shall be responsible for all efforts necessary to adjust the moisture content of soil materials in order to achieve stability and specified compaction. This includes but is not limited to proactive control of surface runoff and groundwater, soil drying efforts (spreading, scarifying, etc.) and watering. Soils which are found to be wet of optimum will not be considered unsuitable. All costs for soil moisture conditioning shall be incidental to the prices of items of work bid upon.

### **PSP-21 DEWATERING AND EXCAVATION SUPPORT**

The Contractor may encounter wet conditions during excavation and removal and demolition of existing drainage system and structures and installation of new drainage system and structures. Wet conditions may include existence of water in excavations and the existing pipe systems. Wet conditions may also result in instable soil conditions during construction. The methods used for dewatering and excavation support are at the Contractor's discretion including well pointing, temporarily plugging, and pumping the existing drainage system or other selected methods. All costs for dewatering and excavation support including required equipment, materials, preparation, and installation of these materials, and for all labor, tools, and incidentals necessary to complete these tasks shall be included in the costs of items of work bid upon.

## **PSP-22 DUST CONTROL**

It is the intent of these specifications that the Contractor will, by watering, chemicals, vegetation, or other means, prevent the occurrence of dust which will be objectionable to the Airport or the residents of the area or violate existing laws or regulation or cause hazards to air traffic.

## **PSP-23 EROSION CONTROL PERMIT REQUIREMENTS**

The Owner is seeking erosion and sediment plan approval through NCDENR-LQS and the associated coverage under the North Carolina NPDES General Permit for Stormwater Discharges from Construction Sites. The responsibility for complying with the conditions and requirements of the plan approval and general permit, including but not limited to site inspection and record keeping requirements, are hereby assigned to the Contractor. Site inspections and record keeping shall continue until a good stand of grass has been established at the site and the project has been closed out by NCDEMLR. All costs associated with this item shall be included in the item "Mobilization," and no other compensation will be made. The Contractor shall notify the ENGINEER when the project is ready for closeout, and the ENGINEER will request a closeout inspection by NCDEMLR.

Erosion control measures shall be inspected weekly and after each rainfall event measuring ½" or more at a minimum. Needed repairs/replacement shall be made immediately upon discovery or upon notification by the ENGINEER or Resident Project Representative. Cost of all repairs shall be included in items bid upon.

## **PSP-24 GROUND COVER REQUIREMENTS**

Pursuant to General Permit – NCG 010000:

All perimeter dikes, swales, ditches, perimeter slopes, and all slopes steeper than 3 horizontal to 1 vertical (3:1) shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 7 calendar days from the last land-disturbing activity. All other disturbed areas shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 14 calendar days from the last land-disturbing activity.

Provisions for permanent ground cover sufficient to restrain erosion must be accomplished for all disturbed areas within 15 working days or 90 calendar days (whichever is shorter) following completion of construction or development.

## **PSP-25 TESTING – GENERAL**

All testing required by the Contract specifications for acceptance of the work (except as noted in the individual specification sections and as explained below) will be initiated by

the ENGINEER with the full cooperation of the Contractor. Quality assurance testing will be scheduled after the Contractor confirms to the ENGINEER that an area is ready for testing. **NOTE: Contractor is responsible for his own quality control testing and is not to request quality assurance testing until he has satisfied himself that the materials are ready for such testing. The Contractor will be required to pay for all retests of failing quality assurance tests taken throughout the project which are performed by the testing laboratory after the ENGINEER has been notified by the Contractor that the item is ready for testing.** An independent QA testing laboratory will be used on the project, which laboratory technicians will be under the direction of the Resident Project Representative. There is no cost to the Contractor for QA testing under this heading (except as noted in the individual specifications section and as explained above). Testing to be completed during construction is indicated for each bid item in the individual sections.

The Contractor will be required, at his expense, to furnish proposed job mix formulas for the bituminous pavement and structural concrete to the ENGINEER for his approval at least thirty (30) days prior to the proposed date for use. The Contractor may be requested to submit the necessary materials to the designated laboratory for verification and will be required to furnish all required test data, graphs, etc., as required and specified in the item specifications. The cost for the materials and delivery of these items shall be included in the unit costs for the applicable items under this Contract.

The Contractor will also be required to furnish a nuclear density gauge for use on this project during paving. This gauge shall be operated by a trained laboratory technician to provide for continuous monitoring of paving operations and their conformance with the specifications. The cost of furnishing the nuclear density gauge and trained laboratory technician shall be borne by the Contractor. The nuclear gauge is to be used by the Contractor as an aid in construction operations; the Owner will not use nuclear gauge test results to determine acceptance and/or rejection of the bituminous pavement.

## **PSP-26 SHOP DRAWINGS**

The Contractor is responsible for the preparation of detailed shop drawings and data submittals necessary for the fabrication, erection, and construction of all parts of the work in conformity with the Contract Documents. **Six (6) copies of shop drawings or a digital scanned copy submitted by email shall be submitted to the ENGINEER in accordance with the procedures herein described.**

"Shop Drawings", wherever referred to, shall be defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Contractor or any Subcontractor, Manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

Where it is difficult to provide "shop drawing transparencies such as for "catalog cuts", "brochures" or "photographs", the Contractor shall submit a minimum of six (6) copies of such "cuts", "brochures" or "photographs." Additional copies shall be supplied when required by the ENGINEER.

All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the drawings submitted by number and title.

Each shop drawing shall have listed on it all Contract references, drawing numbers, plus shop drawing numbers on related work by other Subcontractors, if available.

Non-reproducible shop drawings shall be submitted with a cover sheet containing all the information required on reproducible shop drawings.

Shop drawings shall be complete in every detail, including a location plan relating the work to space identification and column numbers. Materials, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information as per usual trade practice or as required for any specific purpose must be clearly shown.

***The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other Contract requirements, and correct the drawings found to be inaccurate or otherwise in error.*** The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all Subcontractors.

Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the ENGINEER as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Both sepia and prints must bear Contractor's stamp.

The Contractor, by approving and submitting shop drawings, represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the work and the Contract documents.

At the time of submission, the Contractor shall inform the ENGINEER in writing of any deviation in the shop drawings or samples from the requirements of the Contract documents.

The ENGINEER will review and approve shop drawings and samples with reasonable promptness to minimize delay, but only for conformance with the design concept of the Contract and with the information given in the Contract documents. The ENGINEER'S approval of a separate item shall not indicate approval of an assembly in which the item functions. The ENGINEER will return the shop drawings transparency/sepia to the Contractor for his use and distribution.

The ENGINEER'S approval of shop drawings or samples shall not relieve the Contractor

of responsibility for any deviation from the requirements of the Contract documents unless the Contractor has informed the ENGINEER in writing of such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall the ENGINEER'S approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the submission has been approved by the ENGINEER. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

The Contractor shall, when requested by the ENGINEER in writing, submit additional shop drawings to those required by the technical specifications or special provisions.

The Contractor shall deliver to the ENGINEER three (3) complete sets of all maintenance manuals, parts list, operating instructions and other necessary documents required for all installed materials, equipment, or machinery. Such documents shall be furnished concurrently with the installations of the respective materials, equipment or machinery. All shop drawings submitted by the Contractor and approved by the ENGINEER become part of the Contract documents.

#### **PSP-27 BIWEEKLY PROGRESS MEETING**

A Progress Meeting will be held biweekly throughout the project. The purpose of these meetings will be scheduling and coordination of the work between Contractors, review of project progress, and discussion of project work items and issues. The Contractor will be required to have a qualified representative at each of these meetings.

#### **PSP-28 PAY ESTIMATE DOCUMENTATION**

The Contractor's attention is directed to various documentation requirements of the project. All documentation must be current as of the date of each partial pay estimate. Delinquent paperwork may result in delays in processing pay estimates. Documentation requirements include but are not limited to materials on-hand documentation (Section 90), Sales Tax Reports, DBE/MBE/WBE/HUB Vendor Payments (AV-510) form, current project schedule and materials documentation (submittals and certificates of compliance). A sample of the documents is contained in Appendix "F" - Forms, of the specifications.

#### **PSP-29 SALES TAX REPORTS**

The Contractor shall submit a statement showing an invoice identification number, sales taxes paid to North Carolina, and sales taxes paid to county of vendor's location, for all material and equipment used in the project. A sales tax statement shall be submitted with each pay request and shall be accompanied by an affidavit verifying its accuracy.



### **PSP-30 COPIES OF CONSTRUCTION DOCUMENTS**

ENGINEER will furnish at no charge to Contractor five (5) complete sets of plans and specifications including cross-sections for Contractor's use during construction. One set shall be maintained as the Project Record Documents. Additional sets of plans and specifications or individual sheets of plans will be furnished to Contractor at the cost of reproduction and postage.

### **PSP-31 CONTRACTS AND BONDS**

The Contractor's attention is directed to Appendix "E" which includes the form of the construction contract and performance and payment bonds. The contract form contains numerous important contract provisions including insurance requirements.

### **PSP-32 INSURANCE AND RESPONSIBILITY FOR DAMAGE CLAIMS**

- A. INSURANCE: Contractor shall purchase and maintain such comprehensive general liability, comprehensive automobile liability, and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
- (1) Claims under worker' or workmen's compensation, disability benefits and other similar employee benefit acts.
  - (2) Claims for damages because of bodily injury, occupations sickness or disease, or death of Contractor's employees.
  - (3) Claims for damages because of bodily injury, sickness or disease , or death of any person other than Contractor's employees.
  - (4) Claims for damages insured by personal injury liability coverage which are substantiated (a) by any person as a result of an offence directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.
  - (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use of resulting therefrom.
  - (6) Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property.
  - (7) Claims for damages because of bodily injury or death of any person or property

damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this Paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages specified in Paragraph C. or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior to written notice has been given to Owner and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with subsection 50-18 of the General Conditions. In addition, the Contractor shall maintain such completed payment and furnish Owner with evidence of continuation of such insurance at final payment and one year thereafter, with the exception of Owner's Protective Liability coverage.

**B. INDEMNIFICATION:**

(1) The Contractor shall indemnify and hold harmless Owner and ENGINEER and their consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of Engineers, Architects, Attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.

(2) In any and all claims against Owner or ENGINEER or any of their consultants, agents, or employees by any employee of Contractor, Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph B.(1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. **COVERAGES:** The limits of liability for the insurance required by Paragraph A. above shall provide for not less than the following amounts or greater where required by law:

(1) Workers' Compensation, etc.:

- (a) State: Statutory
- (b) Applicable Federal (e.g. Longshoreman's) Statutory
- (c) Employer's Liability \$5,000,000

(2) Comprehensive General Liability:

- (a) Bodily Injury and property Damage: \$5,000,000  
Combined Single Limit (Per Occurrence)
- (b) The Contractor's General Liability insurance shall provide coverage for the following: (1) Premises – Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (4) Underground Hazard, (5) Broad Form Property Damage, (6) Where applicable, Explosion and Collapse Hazard, and (7) Personal Injury.

(3) Comprehensive Automobile Liability:

- (a) Bodily Injury and Property Damage: \$5,000,000  
Combined Single Limit (Per occurrence)
- (b) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage per Occurrence for owned, hired, and non-owned vehicles.
- (c) The Harnett Regional Jetport its officials, and staff; and Talbert & Bright, Inc., its staff and consultants shall be named as additional insureds with right of notice in the policy.
- (d) The Contractor shall obtain in the name of the Owner, Owner's Protective Liability Insurance which will have the same limits of coverage for the same period as that required in Paragraph C(2)(b) above for the Contractor's general liability coverage, including liability for acts of Subcontractors and Subordinated Contractors.
- (e) Contractor shall purchase and maintain such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or right-of-way may be affected by the Work to be done under this Contract.
- (f) Contractor will provide such additional information in respect of insurance provided by him as the Owner may reasonably request. Failure by Owner to give any such notice of objection within the time provided shall constitute an

acceptance of such insurance purchased by Contractor as complying with the Contract Documents.

(g) Certificates in triplicate from the insurance carrier stating the limits or liability and expiration date shall be filed with Owner before operations are begun, certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this subsection. The certificates shall, in addition to the information relative to the insurance required, contain the following:

- (1) Inception and expiration dates of insurance policy.
- (2) Limits of liability provided (Public Liability and Property Damage).
- (3) Coverage provided, including special hazards if required.
- (4) Name of insurance company.
- (5) Policy number.
- (6) Additional interests covered.
- (7) Statement that the Explosion, Collapse, and Underground exclusion do not apply.
- (8) Certificate shall reflect self-insured retention applicable to any contract of insurance.
- (9) Excess liability certified contracts must state underlying insurance requirements.
- (10) Project number and nature of work.

The Contractor's insurance provider shall edit the Certificate of Insurance standard cancellation clause from "...the issuing company will endeavor to mail days written notice to the certificate holder... to "...the issuing company will mail 30 days written notice to the certificate holder...

No certificate will be accepted which exculpates the issuer or reduces any rights conferred on the Owner by the above certificates, nor will they be accepted unless the certificates bear a live signature of a direct representative of a company authorized to do business in the state where the work is located.

No certificate will be accepted unless the person signing the certificate certifies, in a separate letter, his exact relationship with the insurance carrier or carriers indicated in the certificate.

The Owner may, at his discretion, modify or waive any of the foregoing requirements.

No contract of insurance containing a “claims made” insuring agreement will be acceptable unless the Contractor offering such insurance to fulfill the requirements of this Contract agrees that each such contract of insurance shall be renewed for the entire existence of the Contractor, their successors or assigns; and that on termination of such coverage which is not replaced by a similar contract with the required limits of liability, a “tail policy” will be purchased with limits not less than those required by this Contract.

(4) Property Insurance:

- (a) The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Contractor has an insurable interest in the property required by this section to be covered, whichever is later. The insurance shall include interests of the Owner, The Contractor and all sub-Contractors to the Contractor.
- (b) Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Owner’s services and expenses required as a result of such loss.
- (c) The Contractor shall effect insurance which will protect the interests of the Owner and Architect in the Work.
- (d) If the insurance requires deductibles, then the Contractor shall pay costs not covered because of such deductibles.
- (e) The property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

The cost, if any, for extending coverage to the additional insured parties is not FAA AIP eligible. All such costs shall be included in the Owner-optional lump sum bid item, “Cost for Additional Insured Party Coverage.” Bidders must provide a cost for this item.

### **PSP-33 AS CONSTRUCTED DRAWINGS**

The Contractor will be required to maintain a set of “as constructed plans” on the project at all times, noting any changes, deviations, etc., with the responsibility to furnish the Owner, at the completion of the project, a set of as constructed plans. A set of sealed “as constructed plans” shall be delivered to the ENGINEER prior to final acceptance and payment and in addition to final cross-sections, pavement elevations/edges, and final as-built ground and pavement grades (see PSP-15 AS CONSTRUCTED DRAWING for as constructed drawing requirements). All survey work must be tied to the Primary Airport Control Station and shall be on the same datum as the plans.

### **PSP-34 QUESTIONS AND ADDENDA**

All questions about the meaning or intent of the Contract Documents shall be submitted and directed to Talbert & Bright in writing, by e-mail ([lcaddell@tbiilm.com](mailto:lcaddell@tbiilm.com)) or by fax at (910) 762-6281, Attention: Lisa Caddell; proper reference to this Request for Bids is required. See PSP-1 for additional information. The deadline for submitting questions is 5:00 pm on September 28, 2021. Questions received after the cutoff date will not be answered. Replies, when considered necessary by the Owner, will be issued in writing by Addenda, mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve Bidder from any obligation under this Bid as submitted.

### **PSP-35 E-VERIFY**

The Contractor and his subcontractors are required to comply with the requirements of Article 2 of Chapter 64 of the N.C. General Statutes, which impose the E-Verify requirement upon private employers with 25 or more employees. Violations of Chapter 64 carry civil penalties for each failure to verify employment eligibility of an employee. Contractor is required to include with his bid an Affidavit of Compliance with N.C. E-Verify Statutes, attesting to the Contractor’s compliance with E-Verify and attesting to the Contractor’s subcontractors’ compliance with E-Verify.

### **PSP-36 ELECTRONIC COPY OF BID FORM**

An electronic copy of the bid form will be made available to Contractor’s based on a written request. The request shall be made to Talbert & Bright, by e-mail ([lcaddell@tbiilm.com](mailto:lcaddell@tbiilm.com)) or by fax at (910) 762-6281, Attention: Lisa Caddell. The bid form spreadsheet will be provided as a Microsoft Excel file without formulas as a courtesy to prospective bidders. The Bidder shall be responsible for printing the completed bid form and including with the bid package submitted. The Bidder assumes any and all risk associated with the use of electronic file in preparing a bid. The spreadsheet will be free of cell formulas. The Bidder is responsible for the accuracy of modifications, cell formulas, links, etc., which the Bidder adds to the spreadsheet. No warranty is made or implied as to suitability, compatibility or accuracy of the file as sent, received, or modified; the Bidder

shall be solely responsible for verifying its accuracy relative to hard copy bid forms included in the Project Specifications and in Addenda, and for any computations which may be performed within the spreadsheet, and for printing the spreadsheet and including with the bid documents. The Bidder shall be responsible for making any and all subsequent bid form changes, which may be announced by Addendum.

### **PSP-37 COORDINATION WITH OTHER CONTRACTORS AND UTILITY OWNERS**

There may be more than one Contractor working in the project area simultaneously. The Contractor will be required to coordinate all work with the ENGINEER, Airport, County of Harnett and other contractors to minimize conflicts and avoid impacts to airport operations and the project completion.

### **END OF PROJECT SPECIAL PROVISIONS**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Coordination with occupants.
4. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.2 PROJECT INFORMATION

A. Project Identification: Harnett Regional Jetport (HRJ) New Terminal Building.

1. Project Location: 615 Airport Road, Erwin, NC 28339.

B. Owner: Harnett Regional Jetport.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Demolition of existing Terminal Building, construction of a new Terminal Building and other Work indicated in the Contract Documents.
2. Lead-based paint removal as indicated in report included in Section 003100 Available Information.

B. Type of Contract:

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

#### 1.4 SPECIFICATION AND DRAWING CONVENTIONS

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



1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.

#### 1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

#### 1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

##### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

##### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 – Permit, Tap, and Miscellaneous Fees: Lump-Sum Allowance: Include the sum of \$50,000.00: Include permit, tap and miscellaneous fees required for the project.
  - 1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.

END OF SECTION 012100

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.6 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940 . Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
  - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Coordinate payment application procedures at project pre-construction meeting with Owner and Architect.
  - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.



5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Sustainable design action plans, including preliminary project materials cost data.
  6. Schedule of unit prices.
  7. Submittal schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction conference.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
  16. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706.
  5. AIA Document G706A.
  6. AIA Document G707.
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

The Wilson Group: 9189-000  
WBS No.: 36237.25.15.1

Harnett Regional Jetport (HRJ) New Terminal Building  
September 9, 2022

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.

#### 1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  2. File Preparation Format: DWG, Version 2004, operating in Microsoft Windows operating system.
  3. File Submittal Format: Submit or post coordination drawing files using PDF format.
  4. BIM File Incorporation: Develop and incorporate coordination drawing files into BIM established for Project.
  5. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in BIM.
    - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

#### 1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.

6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

## 1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's BIM model will be provided by Architect for Contractor's use during construction.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  - 3. Digital Drawing Software Program: Contract Drawings are available in BIM.
  - 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
    - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.9 PROJECT MEETINGS

- A. General: Architect will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.

- d. Critical work sequencing and long lead items.
  - e. Designation of key personnel and their duties.
  - f. Lines of communications.
  - g. Use of web-based Project software.
  - h. Procedures for processing field decisions and Change Orders.
  - i. Procedures for RFIs.
  - j. Procedures for testing and inspecting.
  - k. Procedures for processing Applications for Payment.
  - l. Distribution of the Contract Documents.
  - m. Submittal procedures.
  - n. Preparation of Record Documents.
  - o. Use of the premises and existing building.
  - p. Work restrictions.
  - q. Working hours.
  - r. Owner's occupancy requirements.
  - s. Responsibility for temporary facilities and controls.
  - t. Procedures for moisture and mold control.
  - u. Procedures for disruptions and shutdowns.
  - v. Construction waste management and recycling.
  - w. Parking availability.
  - x. Office, work, and storage areas.
  - y. Equipment deliveries and priorities.
  - z. First aid.
  - aa. Security.
  - bb. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
  4. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent and sustainable design coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  5. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
  6. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:



- a. Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility requirements.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written instructions.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: [**Conduct**] [**Construction Manager will conduct**] progress meetings at [**weekly**] [**biweekly**] [**monthly**] [**regular**] <Insert appropriate interval> intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner[, **Owner's Commissioning Authority**] [, **Construction Manager,**] and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction 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 completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
- 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Resolution of BIM component conflicts.
  - 4) Status of submittals.
  - 5) Status of sustainable design documentation.
  - 6) Deliveries.
  - 7) Off-site fabrication.
  - 8) Access.
  - 9) Site use.
  - 10) Temporary facilities and controls.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Status of RFIs.
  - 16) Status of Proposal Requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner .

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit appropriate intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. Metal Building Systems.
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with other Contracts held by Owner.
    - b. Coordination with existing construction.
    - c. Limitations of continued occupancies.
    - d. Uninterruptible services.
    - e. Partial occupancy before Substantial Completion.
    - f. Use of premises restrictions.
    - g. Provisions for future construction.
    - h. Seasonal variations.
    - i. Environmental control.
    - j. Project Special Provisions.
  2. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:
1. Completion of footing and slab excavation.
  2. Completion of reinforcing steel for slab and footings.
  3. Completion of concrete placement for slab and footings.
  4. Delivery of steel for Metal Building Systems.
  5. Completion of steel erection for Metal Building Systems.
  6. Completion of weather tight enclosure for Metal Building Systems.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
  2. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events.
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for

Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility. Architect will post to Project Website.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section PSP "Project Special Provisions" for additional requirements for submitting shop drawings and submittals.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: PDFs of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals and Shop Drawings. Files will be available on Project Website. Specifications and other Project Manual items will be made available electronically in an uneditable PDF format.



- B. CAD files in DWG format of individual sheets are available for purchase at a cost of \$50.00 per sheet. Contractor to complete form provided in Section 013301 “CAD File Drawing Release Form” for individual sheets to purchase.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.

- f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
- 1. Submit electronic submittals to Architect via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Submit Shop Drawings in the following format:

- a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
      - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - 1. Architect's Review:
    - a. No Exceptions Taken (NTE): Submittal is approved with no exceptions taken by Architect.
    - b. Reviewed for Information (RFI): Submittal does not need to be approved or rejected by Architect and has been reviewed for information only.
    - c. Note Markings (NM): Submittal is approved and Contractor is responsible for incorporating the comments on the submittal made by the Architect.
    - d. Rejected (R): Submittal is rejected.
    - e. Comments Attached (CA): Submittal is approved and Contractor is responsible for incorporating the comments under separate cover made by the Architect.
  - 2. Contractor's Response:
    - a. None (-N): No response is required of the Contractor.
    - b. Confirm (-C): Contractor to confirm receipt of the submittal and acknowledge any comments made either on the submittal or under separate cover returned with the submittal.
    - c. Resubmit (-R): Contractor to prepare a new submittal for submission to the Architect.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 013301 – CAD FILE DRAWING RELEASE FORM

Instructions: *Complete the following form and submit to the Architect. Include check made payable to The Wilson Group Architects in the amount of \$50.00 for each sheet requested.*

**CADD FILE LETTER OF AGREEMENT**

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

An Agreement between the Architect and Contractor for Transfer of  
Computer Aided Drafting and Design (CADD) Files on Electronic Media

<b>Architect:</b>	The Wilson Group Architects PO Box 5510 Charlotte, NC 28299-5510
<b>General Contractor:</b>	
<b>Sub-Contractor Requesting Files:</b>	

The Architect will provide the following CADD files to the Contractor as specified herein:

<b>Sheets:</b>	
<b>Format:</b>	DWG (2004)
<b>Intended Use:</b>	

**TERMS AND CONDITIONS**

1. The Architect makes no representation as to the compatibility of the CADD files with any hardware or software. The Contractor shall notify the Architect within 30 days of any problems associated with accessing the data contained on the media provided.
2. Since the information set forth on the CADD files can be modified unintentionally or otherwise, the Architect will remove all indications of ownership and/or involvement from each electronic display.
3. All information on the CADD files is considered instruments of service of the Architect and **will be used by The Contractor and its employees solely for the purpose of preparation of construction drawings that will not be sealed by The Architect.**
4. The Architect makes no representation regarding the accuracy, completeness or permanence of CADD files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CADD files may not have been incorporated. It is the Contractor's responsibility to determine if any conflicts exist. Therefore, the Contractor and the Ar-



chitect understand that the use of the information provided is at his own risk.

5. The use of CADD files prepared by the Architect shall not in any way obviate the Contractor's responsibility for the proper checking and coordination of dimensions, details and quantities of materials as required to facilitate complete and accurate construction of the Project.
6. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Architect, and its sub-consultants from any and all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CADD files by the Contractor, or by third party recipients of the CADD files from the Contractor. Accordingly, the Contractor and the Architect agree to indemnify and hold the Architect harmless from all claims arising out of the use of the information contained in the electronic files provided by the Architect to the Contractor, including cost of defense.
7. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the CADD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the Architect harmless from such claims.

**Acceptance:**

Signature in the spaces below indicates acceptance of this proposal by the Architect, General Contractor and Sub-Contractor, and will serve as authorization to begin work upon receipt of this agreement and payment.

**ARCHITECT**

**CONTRACTOR**

**SUB-CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION 013301

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 3. Specific test and inspection requirements are not specified in this Section.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent and/or greater expense cost requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Manufacturer's Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. **Special Tests and Inspections:** Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections provided on the Appendix B and Structural Drawings, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000



## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute (Formerly: ACI International)
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AHAM	Association of Home Appliance Manufacturers
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The)
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction

AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)
ARI	American Refrigeration Institute (See AHRI)
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers)
ASSE	American Society of Safety Engineers (The)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
ATIS	Alliance for Telecommunications Industry Solutions
AWEA	American Wind Energy Association
AWI	Architectural Woodwork Institute
AWMAC	Architectural Woodwork Manufacturers Association of Canada
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)

BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association)
BISSC	Baking Industry Sanitation Standards Committee
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)
BWF	Badminton World Federation (Formerly: International Badminton Federation)
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CFSEI	Cold-Formed Steel Engineers Institute
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CRI	Carpet and Rug Institute (The)
CRRC	Cool Roof Rating Council
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
CWC	Composite Wood Council (See CPA)

DASMA	Door and Access Systems Manufacturers Association
DHI	Door and Hardware Institute
ECA	Electronic Components Association
ECAMA	Electronic Components Assemblies & Materials Association (See ECA)
EIA	Electronic Industries Alliance (See TIA)
EIMA	EIFS Industry Members Association
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ESTA	Entertainment Services and Technology Association (See PLASA)
EVO	Efficiency Valuation Organization
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council U.S.
GA	Gypsum Association
GANA	Glass Association of North America
GS	Green Seal
HI	Hydraulic Institute
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association (See AHRI)
HMMA	Hollow Metal Manufacturers Association (See NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.

IAPSC	International Association of Professional Security Consultants
IAS	International Approval Services (See CSA)
ICBO	International Conference of Building Officials (See ICC)
ICC	International Code Council
ICEA	Insulated Cable Engineers Association, Inc.
ICPA	International Cast Polymer Alliance
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America)
IESNA	Illuminating Engineering Society of North America (See IES)
IEST	Institute of Environmental Sciences and Technology
IGMA	Insulating Glass Manufacturers Alliance
IGSHPA	International Ground Source Heat Pump Association
ILI	Indiana Limestone Institute of America, Inc.
Intertek	Intertek Group (Formerly: ETL SEMCO; Intertek Testing Service NA)
ISA	International Society of Automation (The) (Formerly: Instrumentation, Systems, and Automation Society)
ISAS	Instrumentation, Systems, and Automation Society (The) (See ISA)
ISFA	International Surface Fabricators Association (Formerly: International Solid Surface Fabricators Association)
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association (See ISFA)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (See CPA)

LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MCA	Metal Construction Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association)
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFPA	NFPA International (See NFPA)

NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association (See NWFA)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSPE	National Society of Professional Engineers
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NWFA	National Wood Flooring Association
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing & Drainage Institute
PLASA	PLASA (Formerly: ESTA - Entertainment Services and Technology Association)
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International (Society of Automotive Engineers)
SBCCI	Southern Building Code Congress International, Inc. (See ICC)
SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SIA	Security Industry Association



SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance
SPIB	Southern Pine Inspection Bureau
SPRI	Single Ply Roofing Industry
SRCC	Solar Rating and Certification Corporation
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWPA	Submersible Wastewater Pump Association
TCA	Tilt-Up Concrete Association
TCNA	Tile Council of North America, Inc.
TEMA	Tubular Exchanger Manufacturers Association, Inc.
TIA	Telecommunications Industry Association (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance)
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance (See TIA)
TMS	The Masonry Society
TPI	Truss Plate Institute
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UBC	Uniform Building Code (See ICC)
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association

USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTECH	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WDMA	Window & Door Manufacturers Association
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WMMPA	Wood Moulding & Millwork Producers Association (See MMPA)
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

DIN	Deutsches Institut für Normung e.V.
IAPMO	International Association of Plumbing and Mechanical Officials
ICC	International Code Council
ICC-ES	ICC Evaluation Service, LLC

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

COE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce National Institute of Standards and Technology
DOD	Department of Defense
DOE	Department of Energy

EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FG	Federal Government Publications
GSA	General Services Administration
HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division
OSHA	Occupational Safety & Health Administration
SD	Department of State
TRB	Transportation Research Board National Cooperative Highway Research Program
USDA	Department of Agriculture Agriculture Research Service U.S. Salinity Laboratory
USDA	Department of Agriculture Rural Utilities Service
USDJ	Department of Justice Office of Justice Programs National Institute of Justice
USP	U.S. Pharmacopeia
USPS	United States Postal Service

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)

- FS Federal Specification  
Available from Department of Defense Single Stock Point  
  
Available from Defense Standardization Program  
  
Available from General Services Administration  
  
Available from National Institute of Building Sciences/Whole Building Design Guide
- MILSPEC Military Specification and Standards (See DOD)
- USAB United States Access Board
- USATBCB U.S. Architectural & Transportation Barriers Compliance Board (See USAB)

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

- CBHF State of California  
Department of Consumer Affairs  
Bureau of Home Furnishings and Thermal Insulation
- CCR California Code of Regulations  
Office of Administrative Law  
California Title 24 Energy Code
- CDHS California Department of Health Care Services (Formerly: California Department of Health Services) (See CCR)
- CDPH California Department of Public Health  
Indoor Air Quality Program
- CPUC California Public Utilities Commission
- SCAQM South Coast Air Quality Management District  
D
- TFS Texas Forest Service  
Forest Resource Development and Sustainable Forestry

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section PSP "Project Special Provisions" for substitution procedures.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable

product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  - 1. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience

will be considered in accordance with Specifications Section PSP "Project Special Provisions".

2. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered in accordance with Specifications Section PSP "Project Special Provisions".
  3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.



6. Product substitutions will only be considered in accordance with Specifications Section PSP "Project Special Provisions."

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit one electronic copy in PDF format signed by Land Surveyor.
- D. Final Property Survey: Submit one electronic copy in PDF format and one electronic copy in DWG format showing the Work performed and record survey data.

#### 1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding.

Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and

electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.8 STARTING AND ADJUSTING
- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.



- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
  - 6. Final Site Survey of the Work.
- B. Related Requirements:
  - 1. Section PSP "Project Special Provisions" for contract obligations.
  - 2. Section 017300 "Execution" for requirements for final site survey of the Work.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
  
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 6. Advise Owner of changeover in heat and other utilities.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Submit list of incomplete items in the following format:

- a. PDF electronic file. Architect will return annotated copy.

## 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Final Completion for entire Project:
  - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - j. Remove labels that are not permanent.
  - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - l. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - m. Leave Project clean and ready for occupancy.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
  2. Emergency manuals.
  3. Operation manuals for systems, subsystems, and equipment.
  4. Product maintenance manuals.
  5. Systems and equipment maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.

### PART 2 - PRODUCTS

#### 2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.



- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- C. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

## 2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.

3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## 2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section PSP "Project Special Provisions" for contract obligations and requirements.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      - 3) Submit record digital data files and one set(s) of plots.
      - 4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set(s) of prints.
      - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.



### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

#### 1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training. This can be part of a regular Project Meeting.

#### 1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.

- f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

END OF SECTION 017900

# **GENERAL CONDITIONS**

## 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:

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

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



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

- 10-28 FAA.** The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
- 10-29 Federal Specifications.** The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
- 10-30 Force Account.** A. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. B. Owner Force Account - Work performed for the project by the Owner's employees.
- 10-31 Intention of Terms.** ~~Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the ENGINEER and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the ENGINEER and/or RPR, subject in each case to the final determination of the Owner.~~
- ~~Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference. See Supplemental General Conditions. Section 10-31.~~
- 10-32 Lighting.** A system of fixtures providing or controlling the light sources used on or near the Airport or within the Airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the Airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the Airport surface.
- 10-33 Major and Minor Contract Items.** A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
- 10-34 Materials.** Any substance specified for use in the construction of the contract work.

- 10-35 Modification of Standards (MOS).** Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
- 10-36 Notice to Proceed (NTP).** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- 10-37 Owner.** The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean Airport Sponsor only. The Owner for this project is County of Harnett, 102 East Front Street, Lillington, North Carolina 27546.
- 10-38 Passenger Facility Charge (PFC).** Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service Airport it controls.
- 10-39 Pavement Structure.** The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
- 10-40 Payment Bond.** The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
- 10-41 Performance Bond.** The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
- 10-42 Plans.** The official drawings or exact reproductions which show the location, character, dimensions, and details of the and the work to be done and which are to be considered as a part of Airport the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
- 10-43 Project.** The agreed scope of work for accomplishing specific Airport development with respect to a particular Airport.
- 10-44 Proposal.** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

- 10-45 Proposal Guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
- 10-46 Quality Assurance (QA).** Owner's responsibility to assure that construction work completed complies with specifications for payment.
- 10-47 Quality Control (QC).** Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
- 10-48 Quality Assurance (QA) Inspector.** ~~An authorized representative of the ENGINEER and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor. Deleted~~
- 10-49 Quality Assurance (QA) Laboratory.** ~~The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the ENGINEER or RPR. May also be referred to as ENGINEER's, Owner's, or QA Laboratory. See Supplemental General Conditions, Section 10-49.~~
- 10-50 Resident Project Representative (RPR).** ~~The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. See Supplemental General Conditions, Section 10-50.~~
- 10-51 Runway.** The area on the Airport prepared for the landing and takeoff of aircraft.
- 10-52 Runway Safety Area (RSA).** A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
- 10-53 Safety Plan Compliance Document (SPCD).** Details how the Contractor will comply with the CSPP.
- 10-54 Specifications.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

- 10-55 Sponsor.** ~~A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public use Airport that submits to the FAA an application for an AIP grant for the Airport. See Supplemental General Conditions, Section 10-55.~~
- 10-56 Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.
- 10-57 Subgrade.** The soil that forms the pavement foundation.
- 10-58 Superintendent.** ~~The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction. See Supplemental General Conditions, Section 10-58.~~
- 10-59 Supplemental Agreement.** A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
- 10-60 Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
- 10-61 Taxilane.** A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
- 10-62 Taxiway.** The portion of the air operations area of an Airport that has been designated by competent Airport authority for movement of aircraft to and from the Airport's runways, aircraft parking areas, and terminal areas.
- 10-63 Taxiway/Taxilane Safety Area (TSA).** A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

**10-64 Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

**10-65 Working Day.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

**10-66 Owner Defined terms.** None

**END OF SECTION 10**

## SECTION 20

### PROPOSAL REQUIREMENTS AND CONDITIONS

**20-01 Advertisement (Notice to Bidders).** See Appendix 'A' for Notice to Bidders.

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

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

~~Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above. See Supplemental General Conditions, Section 20-02.~~

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including Airport access and staging areas; and unique airfield paving construction requirements. The Prebid meeting will be held at the Harnett Regional Jetport Conference Room on September 21, 2022 at 2:00 p.m.

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

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

**B.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

**C.** Documented record of Contractor default under previous contracts with the Owner.

**D.** Documented record of unsatisfactory work on previous contracts with the Owner.

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

**20-06 Examination of Plans, Specifications, and Site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans,



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

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

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

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

**20-08 Responsive and Responsible Bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept. A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h).

This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

**A.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

**B.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

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

**D.** If the proposal contains unit prices that are obviously unbalanced.

**E.** If the proposal is not accompanied by the proposal guaranty specified by the Owner.

**F.** If the applicable Disadvantaged Business Enterprise information is incomplete.

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

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

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

~~after the bid opening time shall be returned to the bidder unopened.~~ See Supplemental General Conditions, Section 20-11.

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

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

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

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

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's ENGINEER of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's ENGINEER a written request for interpretation no later than 5 days prior to bid opening.

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

## END OF SECTION 20

## Section 30

### AWARD AND EXECUTION OF CONTRACT

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

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

**A.** If the proposal is irregular as specified in Section 20, Paragraph 20-09, *Irregular Proposals*.

**B.** If the bidder is disqualified for any of the reasons specified Section 20, Paragraph 20-14, *Disqualification of Bidders*.

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

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

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

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

**30-04**      **Return of Proposal Guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the Paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the

unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in Paragraph 30-05, *Requirements of Contract Bonds*.

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

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

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

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

**END OF SECTION 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. See Supplemental General Conditions, Section 40-02.~~

**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*. See Supplemental General Conditions, Section 40-03.~~

**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. See Supplemental General Conditions, Section 40-04.~~

**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. See Supplemental General Conditions, Section 40-06.

**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. See Supplemental General Conditions, Section 40-07.~~

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

**END OF SECTION 40**

## Section 50

### CONTROL OF WORK

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

**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. See Supplemental General Conditions, Section 50-02.~~

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

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

~~The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision. See Supplemental General Conditions, Section 50-03.~~

**50-04** **List of Special Provisions.** For Special Provisions applicable for this project, see ‘Project Special Provisions’ section of these specifications.

**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 have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.~~

~~The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative. See Supplemental General Conditions, Section 50-05.~~

**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.~~

~~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. See Supplemental General Conditions, Section 50-07.~~

**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. See Supplemental General Conditions, Section 50-08.~~

**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. See Supplemental General Conditions, Section 50-09.~~

**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. See Supplemental General Conditions, Section 50-10.~~

- 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. See Supplemental General Conditions, Section 50-13.~~

**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. See Supplemental General Conditions, Section 50-14.~~

**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. See Supplemental General Conditions, Section 50-15.~~

**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. See Supplemental General Conditions, Section 50-16.~~

**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. See Supplemental General Conditions, Section 60-01.~~

**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. See Supplemental General Conditions, Section 60-02.~~

**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. See Supplemental General Conditions, Section 60-03.~~

**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. See Supplemental General Conditions, Section 50-04.~~

**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.] [An ENGINEER/RPR field office is not required.] See Supplemental General Conditions, Section 60-05.~~

**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. See Supplemental General Conditions, Section 60-06.~~

**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. See Supplemental General Conditions, Section 60-07.~~

**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 THE PUBLIC

- 70-01**      **Laws to be Observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.
- 70-02**      **Permits, Licenses, and Taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.
- 70-03**      **Patented Devices, Materials, and Processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.
- 70-04**      **Restoration of Surfaces Disturbed by Others.** ~~The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:~~
- ~~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. See Supplemental General Conditions, Section 70-04.~~

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

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

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

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

~~The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to Airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor. See Supplemental General Conditions, Section 70-07.~~



**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 150/5370-2G, Operational Safety on Airports During Construction. The CSPP is located in Appendix "G" of the Specifications.

**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. See Supplemental General Conditions, Section 70-10.~~

**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. See Supplemental General Conditions, Section 70-11.~~

**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.~~

~~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 150/5370-2G 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. See Supplemental General Conditions, Section 70-13.~~

**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. See Supplemental General Conditions, Section 70-14.~~

**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.~~

~~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 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. See Supplemental General Conditions, Section 70-15.~~

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

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

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

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

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

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

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

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

**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*. See Supplemental General Conditions, Section 70-20.~~

**70-21 Insurance Requirements.** See Project Special Provisions, Section PSP-32 for insurance requirements.

**END OF SECTION 70**

## SECTION 80

### EXECUTION AND PROGRESS

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

~~The Contractor shall perform, with his organization, an amount of work equal to at least [ ] 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.~~

~~See Supplemental General Conditions, Section 80-01~~

**80-02** ~~**Notice to Proceed (NTP).** The Owner's notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within [ ] 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. See Supplemental General Conditions, Section 80-02~~



**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 another 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. See Supplemental General Conditions, Section 80-03.~~

**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:~~

~~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. See Supplemental General Conditions, Section 80-04.~~

**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 150/5370-2G, 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. See Supplemental General Conditions, Section 80-05.~~

**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. See Supplemental General Conditions, Section 80-06.~~

**80-07**

~~**Determination and Extension of Contract Time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.~~

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

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

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

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.

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

See Project Special Provisions for Contract Time and Liquidated Damages.

**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. See Supplemental General Conditions, Section 80-09.~~

**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. See Supplemental General Conditions, Section 80-10.~~

**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 GSPP and SPCD. See Supplemental General Conditions, Section 80-11.~~

**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.~~

~~In computing volumes of excavation, the average end area method will be used unless otherwise specified.~~

~~The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is~~



~~shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.~~

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

~~Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.~~

~~Cement will be measured by the ton (kg) or hundredweight (km).~~

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

~~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.~~

~~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.~~

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

~~Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.~~

~~Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.~~

~~In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.~~

~~In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.~~

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

~~Scale installations shall have available ten standard 50 pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.~~

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

~~Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in Paragraph 90-05 Payment for Extra Work.~~

~~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. See Supplemental General Conditions, Section 90-01.~~

**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. See Supplemental General Conditions, Section 90-04.~~

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

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

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

~~(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. 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.~~

~~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.~~

~~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. See Supplemental General Conditions, Section 90-06.~~

**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. See Supplemental General Conditions, Section 90-07.~~

## **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. See Supplemental General Conditions, Section 90-09.~~

**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.~~

See Supplemental General Conditions, Section 90-11.

**END OF SECTION 90**

# **SUPPLEMENTAL GENERAL CONDITIONS**

## SUPPLEMENTAL GENERAL CONDITIONS

### SECTION 10 - DEFINITION OF TERMS.

- 10-04 Airport.** Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for Airport buildings or other Airport facilities or rights of way; and Airport buildings and facilities located in any of these areas, and includes a heliport. For this project, Airport shall refer to the Harnett Regional Jetport, 615 Airport Road, Erwin, North Carolina 28339.
- 10-18 Contract Time.** The number of calendar days, stated in the proposal, allowed for completion of the contract, including authorized time extensions.
- 10-25 Engineer.** The individual, partnership, firm, or corporation duly authorized by the OWNER to be responsible for engineering, construction administration, and for observation of the contract work and acting directly or through an authorized representative. For this project, ENGINEER shall refer to Talbert & Bright, Inc., 4810 Shelley Drive, Wilmington, North Carolina 28405.
- 10-31 Intention of Terms.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the ENGINEER words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory of the ENGINEER subject in each case to the final determination of the Owner.
- Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
- 10-49 Quality Assurance (QA) Laboratory.** The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the ENGINEER. May Also be referred to as ENGINEER's, Owner's, or QA Laboratory.
- 10-50 Resident Project Representative (RPR).** An authorized representative of the ENGINEER assigned to make on site construction observations, and/or observation of tests of work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- 10-55 Sponsor.** A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use Airport that submits to the FAA an application for an AIP grant for the Airport. For this project, Sponsor shall refer to the County of Harnett, 102 East Front Street,

Lillington, North Carolina 27546.

- 10-58 Superintendent.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the ENGINEER and/or the RPR, and who shall supervise and direct the construction.

## **SECTION 20 - PROPOSAL REQUIREMENTS AND CONDITIONS.**

- 20-02 Qualification of Bidders.** Each bidder shall furnish the OWNER satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the OWNER satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the OWNER.

A bidder shall submit evidence that he or she is prequalified as a 'bidder' with the North Carolina Department of Transportation (NCDOT) in accordance with Article 102-2 of the 2018 NCDOT Standard Specifications, including Safety Index requirements at the time of the bid opening. The prequalification shall include NCDOT work codes appropriate to the work. The bidder's prequalification status including the Safety Index documentation, shall be current as of the time of bid. Such evidence of NCDOT prequalification may be submitted as evidence of competency and financial responsibility in lieu of the certified statements or reports specified above.

Bidders must also hold a North Carolina General Contractor License with the North Carolina Licensing Board for General Contractors for the classification and financial limitation required for the project. The License shall be current at the time of bid.

Each bidder shall submit "Evidence of Competency" and "Financial Responsibility" to the Owner at the time of the Bid opening.

- 20-02.1 Qualification of Subcontractors.** All Subcontractors to be utilized on the project shall be prequalified by the NCDOT prior to beginning work on the

project. Subcontractors shall be prequalified in accordance with Article 102-2 of the 2018 NCDOT Standard Specifications for Roads and Structures. To find subcontractors pre-qualified by the NCDOT, go to <https://www.ebs.nc.gov/VendorDirector/default.html>.

**20-11 Delivery of Proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the following:

Project Name, Contractor Name and Address, Contractor License Number, and Location of Airport.

When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**SECTION 40 - SCOPE OF WORK.**

**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 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 or the Owner's ENGINEER 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 ENGINEER's opinion, is necessary for completion of the extra work.

When determined by the ENGINEER to be in the Owner's best interest, the ENGINEER 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, the ENGINEER 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.

**40-06 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 ENGINEER shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the ENGINEER in accordance with the provisions of the contract.

Except as provided in 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 ENGINEER and is in conformance with the contract specifications applicable to such use;  
or,
- B. Remove such material from the site, upon written approval of the ENGINEER;  
or,
- C. Use such material for 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 ENGINEER's approval in advance of such use.

Should the ENGINEER approve the Contractor's request to exercise Option A., B., or C., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at 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 ENGINEER approve the Contractor's exercise of Option A., the

Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of 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.

## **SECTION 50 - CONTROL OF WORK.**

**50-01 Authority of the Engineer.** The ENGINEER has final authority regarding the interpretation of project specification requirements. The ENGINEER 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 ENGINEER 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/ ENGINEER finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the ENGINEER will advise the Owner of their determination that the affected work be accepted and remain in place. The ENGINEER 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/ENGINEER finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the ENGINEER's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the



contract, plans, and specifications. The term shall not be construed as waiving the ENGINEER's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the ENGINEER'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 ENGINEER 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/ ENGINEER 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 ENGINEER for an interpretation and decision, and such decision shall be final.

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

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications

may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the ENGINEER and their RPR 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 ENGINEER or their authorized representative.

**50-07 Construction Layout and Stakes.** The ENGINEER 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. 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 ENGINEER 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 ENGINEER. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the ENGINEER for each area of construction and for each placement of material as specified to allow the ENGINEER 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 ENGINEER prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD 2019 or earlier.

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

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

**50-08 Authority and Duties of Resident Project Representative (RPR).** RPR 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. RPR's are not authorized to revoke, alter, or waive any provision of the contract. RPR's are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

RPR's 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 ENGINEER 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/ ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

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

Provide advance written notice to the RPR/ ENGINEER 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 observation by the RPR/ENGINEER 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 ENGINEER 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 of work made under provision of this paragraph shall be done without lines and grades having been established by the Contractor. Work done contrary to the instructions of the ENGINEER, work done beyond the lines shown on the plans or as established by the ENGINEER, 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 ENGINEER made under the provisions of this subsection, the ENGINEER will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**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/ ENGINEER shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the ENGINEER's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be 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 ENGINEER to make final inspection of that unit. If the ENGINEER finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the ENGINEER 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 ENGINEER 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 ENGINEER shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the ENGINEER will 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 ENGINEER 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 ENGINEER 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 ENGINEER is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the ENGINEER who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

## **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 engineering 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 ENGINEER'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/ENGINEER before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the ENGINEER shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR/ENGINEER, 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 ENGINEER. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the ENGINEER.

A copy of all Contractor QC test data shall be provided to the ENGINEER/ 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 ENGINEER showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of Compliance/Analysis (COC/COA).** The ENGINEER 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 ENGINEER.

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

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

**60-04 Plant Inspection.** The ENGINEER 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/ENGINEER conduct plant inspections, the following conditions shall exist:

**A.** The RPR/ENGINEER shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

**B.** The RPR/ENGINEER shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

**C.** If required by the ENGINEER, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. 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 ENGINEER shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) Field Office.** An ENGINEER/RPR field office is not required.

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

All storage sites on private or Airport property shall be restored to their original condition by the Contractor at 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 ENGINEER.

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



## **SECTION 70 - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC.**

**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 shown on the drawings.

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

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

**70-07 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/ENGINEER. If the ENGINEER 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 ENGINEER reserves the right to assign the task of debris removal to a third

party and recover the resulting costs as a liquidated damage against the Contractor.

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

The Contractor shall be responsible for all damage or injury to property of any character, during the 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 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.

**70-13 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.

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 ENGINEER, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at 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 150/5370-2G 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 ENGINEER'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.

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 ENGINEER.

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 ENGINEER.

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 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 ENGINEER and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the ENGINEER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to 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.

**70-17 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, 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.

**70-20 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/ENGINEER. The ENGINEER 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*.

## **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 ENGINEER.

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

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

**The Contractor shall provide copies of all subcontracts to the ENGINEER 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 ENGINEER 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 ENGINEER's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the ENGINEER, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the ENGINEER 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 indicated on the plans.

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

**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 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 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 ENGINEER.

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 ENGINEER may suspend the work by written notice until compliance with such orders.



All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall 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 ENGINEER. 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 ENGINEER to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the ENGINEER determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the ENGINEER may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this Paragraph.

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the ENGINEER within the time period stated in the ENGINEER's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The

ENGINEER will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

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

**80-09 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 ENGINEER of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the 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 ENGINEER will be required for the completion of said contract in an acceptable manner.

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

**80-10 Termination for National Emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the 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 ENGINEER.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve

their surety of its obligation for and concerning any just claim arising out of the work performed.

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

## **SECTION 90 – MEASUREMENT AND PAYMENT.**

- 90-01 Measurement of Quantities.** All work completed under the contract will be measured by the ENGINEER, 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 ENGINEER.

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 ENGINEER 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 ENGINEER and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

In computing volumes of excavation, the average end area method will be used unless otherwise specified.

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 ENGINEER. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the ENGINEER directs, and each truck shall bear a plainly legible identification mark.

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

Asphalt 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.

Cement will be measured by the ton or hundredweight.

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

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.

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.

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

Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the ENGINEER before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.

In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.

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

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

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

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in Paragraph 90-05 Payment for Extra Work.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which

payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the ENGINEER. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-04 Payment for Omitted Items.** As specified in Section 40, Paragraph 40-03, *Omitted Items*, the ENGINEER 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 ENGINEER 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 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 ENGINEER's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

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

**90-06 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/ENGINEER, 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, five 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.

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.

When at least 95% of the work has been completed to the satisfaction of the RPR/ENGINEER, the ENGINEER 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 ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in 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 ENGINEER at or on an approved site.
- B.** The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- C.** The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- D.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material 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.

- 90-09 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 ENGINEER will prepare the final estimate of the items of work actually performed. The Contractor shall approve the ENGINEER's final estimate or advise the ENGINEER of 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 ENGINEER shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the ENGINEER's final estimate. If, after such 30-day period, a dispute still exists, the Contractor

may approve the ENGINEER's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, Paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the ENGINEER's final estimate, and after the ENGINEER'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.

**90-11 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 ENGINEER 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.
- M. Final Waiver of Lien.
- N. Final Statement Letter in accordance with Section 109-10 of NCDOT Standard Specifications.
- O. DBE Payment Shortfall Documentation.

**END OF SUPPLEMENTAL GENERAL CONDITIONS**