

**COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT SERVICES**



**CONTRACT DOCUMENTS FOR**

**GEORGETOWN AIRPORT  
GEORGETOWN, CALIFORNIA**

**CRACK SEAL, JOINT SEAL & MARK RUNWAY, TAXIWAYS, APRONS & T-  
HANGAR TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016**

**PW #17-31164  
CIP #93527**

**BID OPENING DATE:     AUGUST 16, 2017  
                                  AT 2:00 P.M.**

**AT:    COUNTY OF EL DORADO  
       BOARD OF SUPERVISORS OFFICE  
       330 FAIR LANE  
       PLACERVILLE, CA 95667**

**JUNE 2017  
DRAFT**

## **ORGANIZATION OF SPECIFICATIONS**

The General Provisions of this specification Sections 10 through 105 are based on AC 150/5370-10G of the Federal Aviation Administration (F.A.A.). The El Dorado County Specifications are the County's general provisions. In case of conflict between the two, the more restrictive sections shall govern.

The Technical Provisions of this specification are based on the Federal Aviation Administration AC 150/5370-10G, "Standards for Specifying Construction of Airports." This standard specification has been modified to contain only sections applicable to this Project and to include requirements only related to the Project site.

**EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT  
GEORGETOWN AIRPORT – GEORGETOWN, CALIFORNIA**

**CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016**

**PW #XXXXX**

**CIP #93527**

**CONTRACT DOCUMENTS**

**INDEX**

**NOTICE TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**PROPOSAL**

- Proposal Pay Items Bid Price Schedule
- Major Equipment Items
- Bidder's Questionnaire and Statements (California Public Code Section 10162)
- Noncollusion Declaration
- Buy American Certification
- Certifications of Non-Segregated Facilities and Debarment and Suspension
- Bidder's Statement on Previous Contracts Subject to EEO Clause
- Statement of Surety's Intent
- Iran Contracting Act Certification
- List of Subcontractors and Professional Service Providers
- Disadvantaged Business Enterprise (DBE) Statements
- Exhibit 15-G1 Local Agency Bidder UDBE Commitment
- Exhibit 15-H UDBE Information – Good Faith Efforts
- Safety Plan Compliance Document (SPCD) Certification
- Certification for Federal Aid Contracts
- Instructions for Completion of SF-LLL and Disclosure of Lobbying Activities
- Trade Restriction Clause
- Bidder Information Sheet
- Certification for Receipt of Addenda
- Certification of Bidder for Proposal

**BIDDER'S BOND**

**CONTRACT**

- Exhibit A – Contractor's Bid and Bid Price Schedule
- Exhibit B – Fair Employment Practices Addendum
- Exhibit C – Nondiscrimination Assurances (including Appendices)
- Attachment A – Contractor's/Subcontractor's Certification Concerning State Labor Standards and Prevailing Wages
- Attachment B – Drug-Free Workplace Certification
- Attachment C – Equal Opportunity Policy Statement
- Attachment D – Harassment or Discrimination in Employment

PAYMENT BOND  
PERFORMANCE BOND  
CONTRACTOR'S GUARANTEE

**DIVISION I - COUNTY OF EL DORADO SPECIFICATIONS**

SEPARATE INDEX

SP-1 thru SP-31

**DIVISION II – DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

SEPARATE INDEX

SEE DIVISION II INDEX

**DIVISION III – FEDERAL AVIATION ADMINISTRATION (F.A.A.) GENERAL PROVISIONS**

SEPARATE INDEX

SEE DIVISION III INDEX

**DIVISION IV – TECHNICAL PROVISIONS**

SEPARATE INDEX

SEE DIVISION IV INDEX

Note: Detailed indexes for the specifications and provisions included in Divisions I, II, III, and IV, are included in the front of each division.

**APPENDICES**

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APPENDIX A to SECTION 80 – Construction Safety and Phasing Plan (CSPP)

**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** by the County of El Dorado, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

**GEORGETOWN AIRPORT, GEORGETOWN, CALIFORNIA  
CRACK SEAL, JOINT SEAL AND MARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016**

**PW #XXXXX**

**CIP #93527**

Bids will be received by the Clerk to the Board of Supervisors, at the Board of Supervisors Office, 330 Fair Lane, Placerville, California 95667, until **WEDNESDAY, AUGUST 16, 2017 at 2:00 p.m.**, at which time bids will be publicly opened and read by the County of El Dorado Community Development Agency.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract. The contract award will be made within one hundred and twenty (120) calendar days after the date set for the opening of the bids and bids shall remain binding for this one hundred and twenty (120) calendar day period. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado Community Development Agency, through Quest Construction Data Network (Quest). The Proposal including the Bidder's Security shall be submitted in a sealed envelope clearly marked:

**"PROPOSAL FOR GEORGETOWN AIRPORT, GEORGETOWN, CALIFORNIA, CRACK SEAL, JOINT SEAL AND MARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID, AIP NO. 3- 06-0093-012-2016, PW #XXXXX, CIP #93527, TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, AUGUST 16, 2017."**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located at the Georgetown Airport, County of El Dorado, at Aerodrome Way, Georgetown, California.

**The Work to be done is shown on the Plans and generally consists of, but is not limited to:**

- A. Applying crack seal treatment to cracks ranging from 1/4-inch to 2-inches.
- B. Placing joint seal in existing asphalt concrete joints on the runway.
- C. Applying an asphalt emulsion seal coat on all runway, taxiway, apron and T-hangar taxilane surfaces.
- D. Paintstripping all treated areas (temporary and permanent paintstripping).

**Contract and Bidding information consists of the following:**

- A. Bids are required for the entire Work described herein.
- B. The contract time shall be **thirty (30)** calendar days after the commencement date set forth in the Notice to Proceed.
- C. For bonding purposes, the anticipated project cost is less than \$400,000.
- D. A pre-bid meeting will be held at 10:00 AM at the Georgetown Airport, Aerodrome Way, Georgetown, CA (meet at the north end of the airport apron, near the fuel station).
- E. This project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

**IN CASE OF CONFLICT BETWEEN FEDERAL AVIATION ADMINISTRATION AND COUNTY SPECIFICATIONS, THE MORE RESTRICTIVE SPECIFICATION SHALL GOVERN.**

**OBTAINING OR VIEWING CONTRACT DOCUMENTS:** The Contract Documents, including the Project Plans, may be viewed and/or downloaded from the Quest website at <http://www.questcdn.com>. Interested parties may also access

**GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL AND REMARK RUNWAY,  
TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID**  
AIP No. 3-06-0188-015  
PW #XXXXXX, CIP #93527

County of El Dorado  
Community Development Agency  
**Notice to Bidders**  
Page -1

the Quest website by clicking on the link next to the Project Name or entering the Quest project # on the Community Development Agency's website at <http://www.edcgov.us/Government/Community-Development/Airports.aspx>.

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$10.00 by inputting the Quest project #3871530 on the websites' Project Search page. Please contact Quest at (925) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information. To be included on the planholders list, receive notification of addenda, and to be eligible to submit a bid interested parties must download the Contract Documents, including the Project Plans, from Quest. **Those downloading the Contract Documents, including the Project Plans, assume responsibility and risk for completeness of the downloaded Contract Documents.**

The Contract Documents, including the Project Plans, may be examined in person at the Community Development Agency office at 2850 Fairlane Court, Placerville, CA. However, paper copies of the Contract Documents will no longer be sold.

The County hereby provides notice of California Labor Code section 1771.1(a), which reads:

*"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."*

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and shall possess a **CLASS A, and/or C32** license or equivalent combination required by the categories and type of Work included in the Contract Documents and Plans.

Pursuant to California Public Contract Code section 20103.5 for contracts involving Federal funds, bids submitted shall not be invalidated by the failure of the Bidder to be licensed in accordance with the laws of this state so long as at the time the Contract is awarded, the successful Bidder is properly licensed in accordance therein. Failure of the successful Bidder to obtain proper and adequate licensing for an award of the Contract shall constitute a failure to execute the Contract, and forfeiture as provided under that section.

**BUSINESS LICENSE:** The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

**REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). The percentage of each

bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Sherrie Busby, County of El Dorado Community Development Agency, email: sherrie.busby@edcgov.us; Fax: (530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded, all listed subcontractors shall be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Sherrie Busby via fax or email as noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

**AFFIRMATIVE ACTION REQUIREMENT. (Reference: 41 CFR part 60-4, Executive Order 11246):**

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:
  - A. Timetables
  - B. Goals for minority participation for each trade (14.3%)
  - C. 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 is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

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 shall 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, 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 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 Placerville, El Dorado County, California.

**AFFIRMATIVE ACTION PLAN.** The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

**BUY AMERICAN CERTIFICATION:** 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 submit the appropriate Buy America certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION:**

**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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**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 7 days from the receipt of each payment the prime contractor receives from the County of El Dorado. The prime contractor agrees further to return retainage payments to each subcontractor within 7 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 El Dorado. This clause applies to both DBE and non-DBE subcontractors.

In order to meet F.A.A. requirements, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, national origin, or sex in the award and performance of subcontracts.

Bidders are advised that, as required by federal law, the County of El Dorado has implemented Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Division II, Section 1, "Proposal Requirements and Conditions," under subsection titled, "Disadvantaged Business Enterprise (DBE)" and Division II, Section 3, "Miscellaneous," under subsection titled, "Performance of Subcontractors" of these Contract Documents cover the DBE requirements.

All DBE forms attached to this document shall be filled out by the Contractor per these specifications.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

The Disadvantaged Business Enterprise (DBE) contract goal is **X.X%**.

Bidder's attention is directed to the UDBE Good Faith Effort Submittal Information Handout at <http://www.edcgov.us/Government/DOT/DBE.aspx>. The problems and solutions listed in the Handout apply to DBE Good Faith Efforts Submittals.

**PREVAILING WAGE REQUIREMENTS:**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to Section 14 of the Special Provisions and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors shall pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (USDOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, at (800) 424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the US DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**ENERGY CONSERVATION REQUIREMENTS:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**LABOR CODE PROVISIONS:** All Contractors and subcontractors are subject to the provisions of sections 1810 through 1815 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

**NONDISCRIMINATION:** Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOVERNMENT CODE SECTION 12990)**

Attention is further directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

Attention is also directed to the Special Provisions and to the draft Agreement contained in these Contract Documents for additional nondiscrimination and fair employment practices provisions that will apply to this federal-aid contract.

The Community Development Agency hereby notifies all Bidders that it will affirmatively ensure that in any Contract

entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for the award.

**COMPLIANCE WITH FEDERAL AND STATE LAWS:** The successful Bidder and all of its subcontractors are hereby notified that it/they will be required to comply with all State and Federal requirements described in the bid documents including but not by way of limitation labor standards, non-discrimination and Equal Employment Opportunity regulations, the Americans with Disabilities Act, Title V, Section 504 of the Rehabilitation Act of 1973, Drug Free Workplace, Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**FEDERAL REQUIREMENTS:** Each bidder must complete, sign and furnish, with his/her bid, the "Bidder's Statement on Previous Contracts Subject to EEO Clause" and a "Certification of Nonsegregated Facilities," the pertinent Disadvantaged Business Enterprise bid forms to facilitate Bidder's reporting of Disadvantaged Business Enterprise participation, as applicable, as contained in the Bid Proposal.

A contractor having 50 or more employees and his/her subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

To be eligible for award, each bidder must comply with the affirmative action requirements that are contained in the specifications.

**TRADE RESTRICTION CLAUSE:** The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR):** By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS):** 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 tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

**GOVERNMENTWIDE REQUIREMENTS FOR A DRUG-FREE WORKPLACE:**

(a) Definitions. As used in this clause:

- J "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
- J "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- J "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- J "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- J "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- J "Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about—
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
  - (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**BID SECURITY:** A bid security shall be provided with each Bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado **on the form provided in the Proposal section of these Contract Documents.** The Bidder to whom award is made shall provide

Certificates of Insurance as required in Article 8 of the County of El Dorado Standard Specifications, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Contract Documents.

**AWARD OF CONTRACT:** Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interest of the County.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance, as well as certifications required by the grant and set forth in the Contract Documents, within ten (10) calendar days of award of bid, not including Saturdays, Sundays and legal holidays, and prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be considered to the next lowest responsible Bidder.

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period on the Quest website under the Quest #3871530 under "Project Q&A." If the response does not require an addendum, a response will be posted on the Quest website under the RFI under "Project Q&A." It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders."

No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Quest website as described above.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening will not be treated as a bid protest.

**BY ORDER OF** the Director of the Community Development Agency, County of El Dorado, State of California.

Authorized by the Board of Supervisors on XXXXXXX, March XX, 2017 at Placerville, California.

By \_\_\_\_\_  
Steven M. Pedretti  
Director, Community Development Agency

## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF PROJECT

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by the County or its authorized representative, as follows:

- J Applying crack seal treatment to cracks ranging from 1/4-inch to 2-inches.
- J Placing joint seal in existing asphalt concrete joints on the runway.
- J Applying an asphalt emulsion seal coat on all runway, taxiway, apron and T-hangar taxilane surfaces.
- J Paintstriping all treated areas (temporary and permanent paintstriping).
- J Perform all work and furnish all materials incidental to the above and in accordance with the prepared plans, specifications and special provisions and/or as directed by El Dorado County or its authorized representative.

### 2. LOCAL CONDITIONS

Bidders are notified that they must carefully examine the Plans and Specifications, annexed forms of Proposal, General Conditions, and Contract and thoroughly familiarize themselves with all State, Federal and other laws pertaining to this improvement. They must also examine and judge for themselves as to the location and character of the proposed work, the amounts and quality of the materials to be required, the work to be done, the probable soil classification, and other features to be encountered. No allowance will be made to any bidder because of lack of such examination or knowledge. Bidders will be permitted to make such tests and examinations as they deem necessary to determine the character of the material which will be encountered in excavation. Such tests and examinations shall not interfere with airport operations and shall have prior approval of the County.

### 3. EXISTING FACILITIES

The Contractor's attention is directed to the fact that the existing airport facilities must be kept in operation with an absolute minimum of interference in order that no delays or hazards affect the using of this airport facility. The Contractor shall be required to plan and coordinate his work with the Engineer in such a manner as to ensure safety and a minimum of hindrance to the public using the facilities. All construction and access to the construction must be confined to the limits designated by the Engineer.

### 4. ESTIMATE OF QUANTITIES

The estimate of quantities of work to be done under the specifications is approximate and is given only as a basis of calculation upon which the award of the contract will be made. The Contractor will be paid for the actual work done including materials and equipment actually installed at the contract unit price. The County reserves the right to increase or decrease the amount of any class of work or material deemed necessary without restrictions. Bidders must submit balanced bids in order that they may not be affected adversely by an increase or decrease of quantities.

### 5. BIDDER'S QUALIFICATIONS

It is required that a Contractor hold a valid contractor's license of a class corresponding for the work to be done in accordance with the State Contractor's License Law requirements under the provisions of Chapter 791, Statutes of California, 1929, as amended. Class of Contractor's License required for this work is A or C32 or equivalent combination required by the categories and type of work included in the Contract Documents and Plans.

## 6. SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his/her right, title, or interest therein, without written consent of the County. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization not less than 25 percent of the total contract cost. No subcontracts or transfer of contract shall release the Contractor of his/her liability under contracts and bonds.

## 7. FORM OF PROPOSAL

All proposals must be submitted on the forms furnished herewith and bound herein, and in addition to the necessary unit price items to make a complete bid, all blanks giving general information must be filled in and the bid signed by the Contractor or his/her duly authorized agent.

The proposals may be rejected if they show any alteration of forms, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. **The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety.** A Proposal shall be deemed "Non-Responsive" if the Proposal is submitted without the entire Contract Document package attached.

## 8. BASIS OF AWARD

The County reserves the right to reject any or all bids, to waive irregularities not affecting substantial rights, and to delay the award pending approval of the Federal Aviation Administration.

In case of conflict in the proposal between unit price bid and the extended total, the unit price bid shall govern.

The basis of the award is subject to all conditions as contained in these specifications. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. It is understood and agreed that all equipment and material items shall be in stockpile under immediate control of the Contractor prior to the time they will be needed to complete the work at the Airport.

The contract award will be made within one hundred and twenty (120) calendar days after the date set for the opening of the bids, and bids shall remain binding for this one hundred and twenty day period. The Contractor shall commence work within five (5) calendar days after the date set by El Dorado County in the written Notice to Proceed to the Contractor.

LOCAL AGENCY BIDDER - DBE INFORMATION (Construction Contracts) Exhibit 15-G (2) form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form. Information required on this form is in addition to the LOCAL AGENCY BIDDER – UDBE COMMITMENT form (Construction Contracts) Exhibit 15-G (1) included in the Proposal section.

The successful bidder's "LOCAL AGENCY BIDDER - DBE INFORMATION (Construction Contracts) Exhibit 15-G (2)" form shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE information, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE shall describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "LOCAL AGENCY'S BIDDER - DBE INFORMATION (Construction Contracts) Exhibit 15-G (2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds and other required contract documents.

Bidders shall submit their complete DBE information, including good faith efforts, no less than four (4) business days after bids are opened.

## 9. BID PROTEST PROCEDURE

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- (i.) Violations of Federal law or regulations and the standards of 49 CFR Part 18 Section 18.36 (b) (12)(i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- (ii.) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

**Policy:** Upon completion of the bid evaluation, the Community Development Agency shall notify all bidders of the recommendation of award, the basis therefor, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors and be heard.

**Procedure:** If a bidder wishes to protest the award, the procedure shall be as follows:

1. The Community Development Agency will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the address designated in the bid, of its recommendation, including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) working days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Community Development Agency, Attention Sherrie Busby, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Community Development Agency finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Community Development Agency does not agree with the protest, or otherwise fails to resolve the protest, the Community

Development Agency will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Community Development Agency shall also include in its report to the Board of Supervisors the details of the bid protest.

4. The bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item. In the event that the bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits.

The decision of the Board of Supervisors on the bid protest shall be final.

## **10. CONTRACT BONDS**

Upon receipt of written notice of award of the contract and not more than ten (10) calendar days thereafter, not including Saturdays, Sundays and legal holidays, the Contractor shall furnish a Performance Bond and a Payment Bond as set forth in Article 8.2, "Bonds," of the County of El Dorado Specifications, with power of attorney issued by a surety licensed to do business in the State of California. The bonds shall conform to the bond forms included in sample contract.

## **11. WORKER'S COMPENSATION INSURANCE**

The Contractor shall provide worker's compensation insurance, as required under the laws of the State of California, protecting the employees on the work, and shall pay all premiums due thereunder. Contractor shall provide Workers' Compensation Certificate as included in Article 14 of the Contract.

## **12. PUBLIC LIABILITY INSURANCE**

See Article 8, Item 8.1, of the El Dorado County Specifications for insurance requirements.

## **13. CONTRACT TIME**

The Contractor shall begin work within five (5) calendar days after the date set in the written Notice to Proceed by the County and shall diligently prosecute same to completion for all of the proposed construction.

The Contract time for the completion of the total project shall be thirty (30) calendar days beginning on date of written Notice to Proceed.

Contractor's attention is directed to Section 80-06, "Temporary Suspension of Work," of the F.A.A. General Provisions.

## **14. LIQUIDATED DAMAGES**

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, Contractor shall pay to Owner, not as a penalty, but as liquidated damages the sum of One Thousand Dollars (\$1,000.00) for each calendar day subsequent to the time specified and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the County is clearly responsible will be added to the contract time.

## **15. SHOP AND MANUFACTURER'S DRAWINGS**

The successful bidder shall submit to the Engineer a sufficient number of copies for the Contractor's use and to allow the Owner to retain five (5) copies of the name of manufacturers, catalog numbers, and shop drawings of each item of equipment he/she proposes to furnish and install under this contract. These submittals shall be made to the Engineer prior to or at the Preconstruction Conference.

## 16. FEDERAL REQUIREMENTS

The work done under this contract is being financed in part by a grant from the U.S. Government under the Airport Improvement Program. The following Federal Requirements must be adhered to by the Contractor:

- a. This contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, the Federal Labor provisions and the Equal Employment Opportunity (EEO) provisions as contained in the contract, specifications, and bid documents.
- b. Each bidder must complete, sign and furnish with his/her bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause," a "Certification of Nonsegregated Facilities," and the "Local Agency Bidder – UDBE Commitment form (Construction Contracts) Exhibit 15 – G (1)" as included in the Bid Proposal.
- c. Required Notice for All Contracts:
  - (1) The bidder must supply all the information required by the proposal forms and specifications.
  - (2) The appropriate sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
- d. Required Notices for Contracts Over \$10,000. The regulations and orders of the Secretary of Labor, Office of Federal Contract Compliance Programs (OFCCP) require that the sponsor and/or his/her contractor(s) include in Invitation for Bids (IFB) or negotiations for contracts over \$10,000 the following notices:
  - (1) Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCCP, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other nonfederally involved contracts in the area geographically defined in the plan.
  - (2) The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the EEO clause; and
  - (3) The successful bidder will be required to submit a Certification of Non-Segregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the specifications.
  - (4) A bidder must indicate whether he/she has previously had a contract subject to the EEO clause, whether he/she has filed all report forms required in such contract, and if not, a compliance report (Standard Form SF 100) must be submitted prior to award of the contract.

(5) EEO and labor provisions, when applicable, are included in the bidding documents of specifications and are available for inspection at the El Dorado County Department of Transportation, Placerville, California.

(6) Contractors and subcontractors may satisfy requirements of the EEO contract clause by stating in all solicitations or advertisements for employees that:

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

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

"an equal opportunity employer".

e. Required Notice for Contracts with 50 or More Employees and a Contract of \$50,000 or More. In the Invitation for Bids relating to contracts of \$50,000 or more, the sponsor shall give notice that a contractor having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days from contract commencement, be required to develop a written Affirmative Action Compliance Program for each of its establishments (state and local governments are exempt). Invitation for Bids shall also include the following:

(1) Prior to award of this contract, the contractor must file a Compliance Report (SF 100) if the contractor has not submitted a complete and accurate Compliance Report within 12 months preceding the date of award.

(2) State and local governments are exempt from the requirements of filing an annual Compliance Report (SF 100).

(3) The contractor shall require the subcontractor on any first tier subcontract to file a SF 100 prior to award of the subcontract if the above conditions apply. A SF 100 will be furnished upon request. The SF 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he/she may obtain it by writing to the following address:

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

f. Required Notice for Contracts in Excess of \$100,000. Advertisements for bids must include:

The requirement for a bid guarantee from each bidder equivalent to 10 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

## 17. U.S. DEPARTMENT OF LABOR POSTERS

U.S. Department of Labor Posters, Form SOL-155 (10-54), together with the applicable minimum wage rates, as determined by the Secretary of Labor for this project, shall be posted in a prominent place at the site of the work. The name of the FAA District Airport Engineer whom workers may contact in the event

they have reason for complaint shall be placed in the box in the middle of the poster. Copies of this poster can be obtained from local Labor Department offices.

**18. PAYMENTS**

Progress payments shall be made at least once each month as the work progresses. These progress payments shall be based on work accomplished during the previous working month, based on the various contract bid items and the unit bid prices included in the Proposal Pay Items Bid Price Schedule submitted by the Contractor with his/her bid. In applying for payments, the Contractor shall submit a statement based on this schedule. Payment will be made only for material and work actually incorporated in the work, except as allowed in Article 90-07, Payment for Materials on Hand, of the F.A.A. General Provisions. A suggested form for this progress payment follows:

**MONTHLY PROGRESS PAYMENT FORM**

NAME OF JOB \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Statement as of \_\_\_\_\_

Item No.	Description*	Unit	Unit Price	Bid Quantity	Bid Amount	Quantity Complete	Amount Due	Percent Complete
TOTAL CONTRACT PRICE					\$		\$	
Change Order No. _____								
REVISED CONTRACT PRICE							\$	
Total earned to date							\$	
Less 5% Retention								
Net earning							\$	
Less previous payments								
Plus reduction of retainage								
AMOUNT DUE THIS PAYMENT							\$	

Submitted by:  
\_\_\_\_\_

Approved by:  
\_\_\_\_\_

\*List contract items which comprise the total of the bid as shown in the proposal.

## 19. WITHHOLDING

The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. In conformance with 49 CFR 26.29 the Department with FAA concurrence will release retention incrementally as follows:

1. When 50% of the total amount bid (excluding mobilization) has been completed, the Department will reduce the retention withheld to 3.5%;

2. When 70% of the total amount bid (excluding mobilization) has been completed, the Department will reduce the retention withheld to 2.5%;

3. When 95% of the total amount bid (excluding mobilization) has been completed, the Department will reduce the retention withheld to 1.5%.

4. The remaining retained funds shall be retained until thirty five (35) days after recordation of the Notice of Acceptance. This final incremental release is contingent upon the Contractor's submittal of acceptable release of all liens, has furnished red-line record drawings acceptable to the Engineer showing the "as-built" condition of the completed project and has submitted the required DBE forms: Final Report – Utilization of DBE, First Tier Subcontractors Form CEM 2402 (F) and DBE Certification Status Change Form CEM 2403 (F).

Work increments deemed complete by the Engineer and the FAA under this section do not affect the Contractor's other contractual obligations pertaining to that work, including, but not limited to, the commencement of the guarantee period or the Contractor's obligation of maintenance and responsibility for that increment of work.

## 20. DEFINITIONS

Whenever in the specifications or on the drawings the word directed, required, permitted, designated, ordered, or words of like import are used, it shall be understood that the direction, requirement, permission, designation or order of El Dorado County is intended; and, similarly, the words approved, satisfactory, suitable, acceptable, or words of like import, shall mean approved by the representative of El Dorado County authorized to express such approval.

## 21. LEGAL REQUIREMENTS

The Bidder's special attention is directed to the requirements set forth in Attachment F, Standard Federal Contract Clauses and Requirements for Construction Contracts, to the Contract.

## 22. TAXES

Bidders shall have included in their bids any and all Federal, State and local taxes of whatever nature in connection with material to be furnished to the County. Absolutely no extras shall be allowed for such by the County.

## 23. CONTRACT DOCUMENTS

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of bonds which he/she will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The contract and bonds will be executed in three (3) original counterparts. The complete contract consists of the Contract Documents as defined in the contract, and are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The intention of the

documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the work.

**24. DECLARATION FOR FINAL PAYMENT**

After the completion of the work of this contract, the Contractor shall file with the County his/her declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project, have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in detail in the declaration. The filing of such declaration by the Contractor and the submittals referred to in Section 90-09 of the General Provisions shall be a condition precedent to Contractor's receipt of the final payment on this contract.

**25. ADMONITION**

All bidders hereby are advised that El Dorado County has adopted General Provisions for this work which differ substantially from the general provisions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the General Provisions, as well as the special conditions and technical provisions, and are advised that the General Provisions shall be enforced strictly.

**\*\* END OF SECTION \*\***

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal. Completing bid in pencil, erasures, overwrites, use of correction fluid, or tape are not acceptable. Bid proposals with pencil, erasures, overwrites, use of correction fluid or tape will be rejected. All changes must be lined out and corrections inserted adjacent to and initialed by the Bidder's Authorized Representative.)

(DO NOT DETACH)

## PROPOSAL

**TO THE DEPARTMENT OF TRANSPORTATION,  
COUNTY OF EL DORADO,  
STATE OF CALIFORNIA**

for the construction of

**GEORGETOWN AIRPORT, GEORGETOWN, CALIFORNIA  
CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0188-015**

**PW #XXXXXX**

**CIP #93527**

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS

\_\_\_\_\_  
*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (\_\_\_\_) \_\_\_\_\_

FAX NO:              AREA CODE (\_\_\_\_) \_\_\_\_\_

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the Caltrans Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished (available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>), and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled: **GEORGETOWN AIRPORT, GEORGETOWN, CALIFORNIA, CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID, AIP No. 3-06-0188-015, PW #XXXXXX, CIP #93527.**

Bids are to be submitted for the entire Work. The amount of the Bid for comparison purposes will be the total of all the items in the base bid.

**GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL AND REMARK RUNWAY,  
TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID**  
AIP No. 3-06-0093-012-2016  
PW #XXXXXX, CIP #93527

County of El Dorado  
Community Development Agency  
Proposal  
Page -1

17-0730 B 24 of 327

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado within 10 days, not including Saturdays, Sundays and legal holidays, of the date of the notice letter from the County of El Dorado that the contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Project Plans therein referred to; and the Bidder proposes, and agrees if this Proposal is accepted, that the Bidder will contract with the County of El Dorado, in the form of the copy of the Sample Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the Bidder will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS BID PRICE SCHEDULE**

**GEORGETOWN AIRPORT, GEORGETOWN, CALIFORNIA  
 CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
 TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0188-015**

**PW #XXXXXX**

**CIP #93527**

Item No.	Item Description	Unit	Quantity	Unit Price (In Figures)	Amount (In Figures)
1	Crack Sealing (1-inch to 2-inches)	LF	190	\$	\$
2	Crack Sealing (1/4-inch to 1-inch)	LF	9,120	\$	\$
3	Routing and Joint Seal Repair for Runway	LF	17,200	\$	\$
4	Emulsified Asphalt Surface Treatment	SY	45,030	\$	\$
5	Removal of Runway End Identifier	EA	2	\$	\$
6	Paintstriping (Yellow Non-reflectorized)	SF	170	\$	\$
7	Paintstriping (Yellow Reflectorized)	SF	2,800	\$	\$
8	Temporary Painstriping (Yellow Non-reflectorized)	SF	2,970	\$	\$
9	Painstriping (White Reflectorized)	SF	5,460	\$	\$
10	Temporary Paintstriping (White Non-reflectorized)	SF	5,460	\$	\$
11	Surface Painted Taxilane Markings	EA	2	\$	\$
12	Maintenance and Protection of Traffic	LS	1	\$	\$
13	Mobilization (6% Maximum)	LS	1		
<b>TOTAL BID</b>					

**TOTAL BID (Words):**

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(NOTICE: Bidder's failure to fully complete and execute the questions and statements required by these Contract Documents, and/or as required by applicable law and regulations may prohibit award of the subject contract to the Bidder. El Dorado County may make a determination based upon Bidder's responses to the questions and statements required by these Contract Documents that may prohibit the award of the Contract to Bidder.)



## ATTACHMENTS TO PROPOSAL

BIDDER and his/her surety, where appropriate, have completed and executed the attached documents which are identified below.

Bidders Questionnaire and Statements (California Public Contract Code Section 10162)

Non-Collusion Declaration, Title 23 United States Code Section 112 and California Public Contract Code Section 7106

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Regarding Debarment and Suspension

Bidder's Statement of Previous Contracts Subject to EEO Clause as Described in Section 70-21

Statement of Surety's Intent

Iran Contracting Act Certification

List of Subcontractors and Professional Services Providers

Disadvantaged Business Enterprise Statements

Exhibit 15-G1 Local Agency Bidder UDBE Commitment

Exhibit 15-H UDBE Information – Good Faith Efforts

Safety Plan Compliance Document (SPCD) Certification

Certification for Federal Aid Contracts

Instructions for Completion of SF-LLL and Disclosure of Lobbying Activities

Trade Restriction Clause

Bidder Information Sheet

Certification for Receipt of Addenda

Certification of Bidder for Proposal

**BIDDER'S QUESTIONNAIRE AND STATEMENTS**

**California Public Contract Code Section 10162**

All prospective bidders, under penalty of perjury, shall complete the following questionnaire. Has such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES \_\_\_\_

NO \_\_\_\_

If so, explain the circumstances in the space below.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

**California Public Contract Code Section 10232**

In accordance with Public Contract Code Section 10232, the prospective bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

**California Public Contract Code Section 10285.1**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (has \_\_\_\_ ) (has not \_\_\_\_ ) been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

**(This form must be completed and submitted with the Proposal.)**

**NON-COLLUSION DECLARATION**

**Title 23 United States Code Section 112 and California Public Contract Code Section 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing non-collusion declaration, bidder questionnaires and statements, in accordance with California Public Contract Code Sections 7106, 10162, 10232, and 10285.1, is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Affix Seal  
if Principal  
is Corporation

BIDDER: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**STATE OF CALIFORNIA)**  
**SS:**  
**COUNTY OF \_\_\_\_\_)**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did swear and affirm that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_

of the Bidder herein and signs the foregoing non-collusion declaration, bidder questionnaires and statements, in accordance with California Public Contract Code Sections 7106, 10162, 10232, and 10285.1 on behalf of such Bidder; that he/she executed the foregoing California Public Contract Code requirements; and that, to the best of his knowledge and belief, the statement made in the foregoing declarations and are true.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**(This form must be completed and submitted with the Proposal.)**

## BUY AMERICAN CERTIFICATION

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 submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- ) For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- ) For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

\* \* \* \* \*

### Certificate of Buy American Compliance for Manufactured Products (Non-building construction projects, equipment acquisition projects)

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 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 product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. 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 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 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 the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents 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)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – 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

**(These forms must be completed and submitted with the Proposal.)**

**CERTIFICATIONS**

**BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.** \_\_\_\_\_

**IRS EMPLOYER IDENTIFICATION NUMBER:** \_\_\_\_\_

**NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT**

**Notice to Prospective Federally Assisted Construction Contractors**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

**Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

\* \* \* \* \*

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such

certifications in his files.

\* \* \* \* \*

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**  
(Required for all contracts and subcontracts that exceed \$25,000.)

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

Contractor certifies that Contractor is not identified on a list created pursuant to subdivision (b) of Section 2203 of the Public Contract Code as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 of the Public Contract Code, or as a person described in subdivision (b) of Section 2202.5 of the Public Contract Code, as applicable. Such certification information shall be submitted to the Department of General Services by Owner. Such certification is not required if Contractor has been permitted to submit a bid or proposal to Owner pursuant to subdivision (c) or (d) of Section 2203 of the Public Contract Code.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION  
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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 tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Printed Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**(This certification must be completed and submitted with the Proposal.)**

**BIDDER'S STATEMENT OF PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE AS DESCRIBED IN SECTION 70-21**

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

The Bidder has \_\_\_\_ has not \_\_\_\_ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

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

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1", attached to this proposal.

**(This form must be completed and submitted with the Proposal.)**

**STATEMENT OF SURETY'S INTENT**

TO: County of El Dorado, California

We have reviewed the bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for the Georgetown Airport – Crack Seal, Joint Seal, and Remark Runway, Taxiways, Aprons and T-Hangar  
Taxilanes, Change Runway End ID

project for which bids will be received on: August 16, 2017  
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of California.

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

\_\_\_\_\_  
Surety's Authorized Signature(s)

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

**ATTACH PROPOSAL GUARANTEE**

**ATTACH POWER OF ATTORNEY**

**(This form must be complete and submitted with the Proposal.  
Copies of this form may be filled out and attached to this page.)**

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The Authority has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed \_\_\_\_\_  
Titled \_\_\_\_\_  
Firm \_\_\_\_\_  
Date \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years

**(This form must be completed and submitted with the Proposal.)**

**LIST OF SUBCONTRACTORS  
AND PROFESSIONAL SERVICES PROVIDERS**

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California. **All entities that will be providing work or services on this project must be included in this list.**

---

Name Subcontractor is licensed under: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
Percent (%) of Total Contract: \_\_\_\_\_  
Specific Description of Subcontract: \_\_\_\_\_

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Name Subcontractor is licensed under: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
Percent (%) of Total Contract: \_\_\_\_\_  
Specific Description of Subcontract: \_\_\_\_\_

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Name Subcontractor is licensed under: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
Percent (%) of Total Contract: \_\_\_\_\_  
Specific Description of Subcontract: \_\_\_\_\_

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Name Subcontractor is licensed under: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
Percent (%) of Total Contract: \_\_\_\_\_  
Specific Description of Subcontract: \_\_\_\_\_

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Name Subcontractor is licensed under: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
Percent (%) of Total Contract: \_\_\_\_\_  
Specific Description of Subcontract: \_\_\_\_\_

---

**(This form must be completed and submitted with the Proposal.  
Copies of this form may be filled out and attached to this page.)**

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of **0.00** percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-21.13.

Within 15 days after the opening of bids and before award of the contract, all bidders wishing to remain in competition for award of this contract shall submit The Contractor's DBE Plan to the Owner. The Contractor's DBE Plan Form and DBE Letter Of Intent Form are located at the end of Section 70. The website for the Unified Certification Program directory in the state of California is: <http://californiaucp.org/>

CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

\_\_\_\_\_ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

Name of Bidder's Firm: \_\_\_\_\_

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

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

Bidder's Status: DBE:  Non-DBE:  Age of Firm: \_\_\_\_\_

Annual Gross Receipts of Firm: \_\_\_\_\_

IRS Number: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

**(This form must be completed and submitted with the Proposal.)**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

**Bidder's Information**

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE  <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

**(This form must be completed and submitted with the Proposal.)**

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must be filled out for the three subcontractors. It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.

### Subcontractor's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(Copy this form and submit with your original proposal if more space is needed.)

IRS Number: \_\_\_\_\_

Signature and Title

**(This form must be completed and submitted with the Proposal.)**



**INSTRUCTIONS - LOCAL AGENCY BIDDER UDBE COMMITMENT  
(CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

**PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Contract Documents. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive**

A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Asian-Pacific Americans, Native Americans, or Women.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Contractor and expiration date. Enter the UDBE prime's and subcontractors' certification numbers. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number).

**IMPORTANT:** Identify **all** UDBE firms participating in the project regardless of tier. Names of the First-Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractors Listing" submitted with your bid.

There is a column for the UDBE participation dollar amount. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of item to be performed or furnished by the UDBE.) See Division II, Section 1, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" of these contract documents to determine how to count the participation of UDBE firms. Enter the Total Claimed UDBE Participation dollars and percentage of the total amount bid that these dollars represent.

Exhibit 15-G1 must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**EXHIBIT 15-H UDBE INFORMATION —GOOD FAITH EFFORTS**

**UDBE INFORMATION - GOOD FAITH EFFORTS**

**Federal-aid Project No.** AIP 3-06-0093-012-2016-

**Bid Opening Date** August 16, 2017

The County of El Dorado established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 0 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Good Faith Efforts Submittal" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organizatic	Method/Date of Contac	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION**

Project Location: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor's Official Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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

**Certification Statement:**

I certify that I have read the Construction Safety and Phasing Plan (CSPP) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written.

I certify that I have read the Safety Plan Compliance Document (SCPD) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written;

I certify that I will provide the information required in the SCPD prior to the start of construction work, if awarded this Contract, and that I will provide any additional information requested by the Owner.

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION FOR FEDERAL AID CONTRACTS**

(Required for all contracts and subcontracts that exceed \$100,000.)

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.

Printed Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**(This certification must be completed and submitted with the Proposal.)**

COMPLETE THE FEDERAL FORM **SF-LLL** ONLY IF YOU PAID FUNDS, OTHER THAN FEDERAL FUNDS, FOR LOBBYING ANY FEDERAL OFFICER OR EMPLOYEE. SEE THE PRECEDING CERTIFICATION FOR FEDERAL AID CONTRACT. THIS FORM IS INCLUDED IN THIS PROPOSAL.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup> _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## TRADE RESTRICTION CLAUSE

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

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

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

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

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

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

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

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

**NOTES:** Providing false information may result in criminal prosecution or administrative sanctions.

The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**BIDDER INFORMATION SHEET**

Bidder must check one of the following classifications which fits its type of business organization and furnish all information required under that classification.

Please typewrite or print your answers.  
Attach a copy of license(s) upon which you intend to rely.

Bidder's State Contractor's License, Classification(s) and Number(s):

\_\_\_\_\_

( ) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

\_\_\_\_\_

Corporation is incorporated in the State of:

\_\_\_\_\_

( ) BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

\_\_\_\_\_

( ) BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

\_\_\_\_\_

The full names of all partners as they appear on State Contractor's License are:

\_\_\_\_\_

\_\_\_\_\_

County in which any Certificate of Doing Business Under Fictitious Name is filed - (if none, so state):

\_\_\_\_\_

Accompanying this proposal

is \_\_\_\_\_

(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_)", "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the total of the Bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

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Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**(A Copy of the afore-referenced license must be supplied at Notice of Award.)**

**CERTIFICATION FOR RECEIPT OF ADDENDA**

Receipt of the following Addenda is acknowledged:

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

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Firm or Corporation Making Bid)

\_\_\_\_\_  
(Signature of Authorized Person)

P.O. Address: \_\_\_\_\_

Dated: \_\_\_\_\_

**CERTIFICATION OF BIDDER FOR PROPOSAL:**

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that I have complied with the requirements of EEO Reference 28 CFR Part 42. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Bidder's Statement on Previous Contracts Subject to EEO Clause; Small Business Questionnaire, Certification of Nonsegregated Facilities; Trade Restriction Clause – 49 CFR Part 30; Buy American Certificate, Local Agency Bidder - UDBE Commitment Form (Construction Contracts) Exhibit 15- G(1), UDBE Information – Good Faith Efforts Exhibit 15-H; Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352; and the Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification are true and correct.

The person or persons executing this Proposal on behalf of a corporation or a member of a partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_, California.

**SIGN HERE** \_\_\_\_\_



By \_\_\_\_\_  
Name and Title of Bidder

\_\_\_\_\_  
Name of Firm

**END OF PROPOSAL**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

**KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE \_\_\_\_\_**

\_\_\_\_\_, as **PRINCIPAL**, and

\_\_\_\_\_  
as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

**TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID PRICE**

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the

**GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL AND REMARK RUNWAY,  
TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID  
AIP No. 3-06-0093-012-2016  
PW #XXXXX. CIP #93527**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

**IN WITNESS WHEREOF**, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

(seal) \_\_\_\_\_  
Principal

(seal) \_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)

**SURETY**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SAMPLE CONTRACT

County of El Dorado, State of California  
Community Development Agency

Contract No. PW #XXXXXX / CIP #93527

## CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID

AIP No. 3-06-0093-012-2016

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this \_\_\_<sup>st</sup> day of \_\_\_\_\_, in the year of 20\_\_\_, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Agency thereof, the party of the first part hereinafter called "County," and [contractor], party of the second part hereinafter called "Contractor."

### RECITALS:

**WHEREAS**, County has caused the above-captioned project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this contract;

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

### Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

## CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID

The project is located in County of El Dorado at Aerodrome Way, Georgetown, California. The Work to be done is shown on the Plans, described in the County of El Dorado Specifications and generally consists of, but is not limited to:

- ) Applying crack seal treatment to cracks ranging from 1/4-inch to 2-inches.
- ) Placing joint seal in existing asphalt concrete joints on the runway.
- ) Applying an asphalt emulsion seal coat on all runway, taxiway, apron and T-hangar taxilane surfaces.
- ) Paintstripping all treated areas (temporary and permanent paintstripping).

### Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Major Equipment Items, Non-Collusive Bidding Certificate, Buy American Certification, Certifications of Non-Segregated facilities and Department and Suspension, Bidders Statement of Previous Contracts Subject to EEO Clause, Iran Contracting Certification, Statement of Surety's Intent, List of Subcontractors and Professional Service Providers, DBE Statement, Exhibit 15-

G1 Local Agency Bidder UDBE Commitment, Exhibit 15-H UDBE Information (Good Faith Efforts), Safety Plan Compliance Document Certification (SPCD), Certification for Federal Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Trade Restriction Clause, Contractors Immigration Warranty, Bidder Information Sheet, Certification for Receipt of Addenda, and Certification of Bidder for Proposal; the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum and the Nondiscrimination Assurances, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans dated 2010, and Standard Specifications dated 2010, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

### **Article 3. COVENANTS AND CONTRACT PRICE**

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A (Proposal Pay Items, Bid Price Schedule).

### **Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Article 4 of the County of El Dorado Specifications.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Article 4 of the County of El Dorado Specifications annexed hereto, plus any extensions thereof allowed in accordance with Article 4 of the County of El Dorado Specifications. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **One Thousand Dollars (\$1,000)**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

**Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, the State of California (State), and the Federal Aviation Administration (FAA), its officers and employees, any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, State, FAA, any property owners from whom the County obtained easements, or federal government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State, FAA, or any federal government agencies, any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State, FAA or any federal government agencies their officers and employees, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, FAA, and any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

**Article 6. VENUE**

Any litigation arising out of this Contract shall be brought in County of El Dorado and governed by California law.

**Article 7. NOTIFICATION OF SURETY COMPANY**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

**Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred

in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

#### **Article 9. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) cleanup of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

#### **Article 10. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in Section "Compliance with Federal, State, and Local Agency Requirements" of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

**Article 11. SUCCESSORS AND ASSIGNS**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

**Article 12. REPORTING ACCIDENTS**

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**Article 13. EMISSIONS REDUCTION**

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

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

**Article 14. WORKERS' COMPENSATION CERTIFICATION**

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract.

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

**Article 15. WARRANTY**

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**Article 16. RETAINAGE**

The retainage from payment is set forth in "RETENTION OF FUNDS AND RELEASE OF RETAINED FUNDS" of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

**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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**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 7 days from the receipt of each payment the prime contractor receives from the County of El Dorado. The prime contractor agrees further to return retainage payments to each subcontractor within 7 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 El Dorado. This clause applies to both DBE and non-DBE subcontractors.

The Contractor shall carry out applicable requirements of 49 CFR Part 18 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 49 CFR Part 18 are as follows:

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

(1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

**Article 18. PREVAILING WAGE REQUIREMENTS**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Agency's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Section 7-1.50 of the Amendments to the Standard Specifications, Exhibit D of this Agreement, and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Community Development Agency will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

## **Article 19. NONDISCRIMINATION**

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. 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. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related work shall incorporate Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.

- D. Contractor's signature executing this Contract shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **Article 20. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California and Federal requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

**Article 21. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

**Article 22. TAXES**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**Article 23. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Katy Sampson, Assistant Director of Administration and Finance, Community Development Agency, or successor.

**Article 24. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**Article 25. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Article 26. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**Article 27. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**Article 28. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the said Community Development Agency of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Board of Supervisors

Attest:

James S. Mitrison

Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Deputy Clerk

SAMPLE

**CONTRACTOR**

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Federal Employee Identification Number

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

By: \_\_\_\_\_  
Corporate Secretary

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBIT A**

**CONTRACTOR'S BID AND BID PRICE SCHEDULE  
 GEORGETOWN AIRPORT  
 CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
 TAXILANES; CHANGE RUNWAY END ID**

**CONTRACT NO. PW #XXXXX / CIP #93527**

<b>Item No.</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (In Figures)</b>		<b>Item Total (In Figures)</b>	
1								
2								
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(F) Final Pay Quantity  
 (P) Eligible for Partial Payment  
 (LS) Lump Sum

## EXHIBIT B

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. 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. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

## EXHIBIT C

### NONDISCRIMINATION ASSURANCES

Contractor hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:  
  
Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Contractor retains ownership or possession of the property.

9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

**APPENDIX A  
to  
EXHIBIT C**

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

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) Solicitations for Sub-agreements, Including procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work performed under s Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-

applicant or supplier as a result of such direction, Contractor may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B  
to  
EXHIBIT C**

**(NOT USED)**

SAMPLE

**APPENDIX C  
to  
EXHIBIT C**

**(NOT USED)**

SAMPLE

**APPENDIX D  
to  
EXHIBIT C**

**(NOT USED)**

SAMPLE

**CONTRACT # \_\_\_\_\_**

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION  
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES**

All Contractors and subcontractors shall give the following certification to the Owner and forward this certification to the Owner within 10 days after the execution of any Contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
  
- B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

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

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
 STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized/Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_  
(date)

(NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**SAMPLE  
XYZ ORGANIZATION  
EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT**

XYZ Organization is an equal opportunity employer and is committed to an active Equal Employment Opportunity Program (EEO). It is the stated policy of XYZ Organization that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40), sex, marital status, medical condition (cancer related), or physical handicap (includes all other medical conditions).

This organization will also conform to the Americans with Disabilities Act of 1990 (ADA), 42 USC, Sections 12101 et. seq., and U.S. Department of Justice implementing regulations, 28 CFR, Part 35.

All recruitment, hiring, placements, transfers, and promotions will be on the basis of individual skills, knowledge and abilities, and the feasibility of any necessary job accommodation, regardless of the above identified bases. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal employment opportunity (EEO) will be promoted through a continual and progressive EEO.

The objective of an EEO is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

Jane Doe has been designated EEO Coordinator. Inquiries concerning the application of Federal and State laws and regulations should be referred to her/him. The coordinator is responsible for administering program progress and initiating corrective action when appropriate. All personnel actions are monitored and analyzed to ensure the adherence of this policy. Regular annual reports are submitted to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor, for review and evaluation of progress.

To achieve the goals of our EEO, it is necessary that each member of this organization understand the importance of the program and his/her individual responsibility to contribute toward its maximum fulfillment.

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SIGNATURE	TITLE (Agency Head)	DATE
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SIGNATURE	TITLE (EEO/AA Officer)	DATE
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Government Code Section 12940 and Title 2 California Code of Regulations Section 7287 Requires All Employers to Post This Document.  
State of California. Department of Fair Employment and Housing.

## HARASSMENT OR DISCRIMINATION IN EMPLOYMENT

Because of

- Sex • Sexual Orientation • Race • Color • Religious Creed • Marital Status
- Denial of Family and Medical Care Leave • National Origin (Including Language Limitations)
  - Ancestry • Medical Condition (Cancer/Genetic Characteristics)
- Age (40 and above) • Disability (Mental and Physical) Including HIV and AIDS
  - Denial of Pregnancy Disability Leave or Reasonable Accommodation



## IS PROHIBITED BY LAW

### The California Fair Employment and Housing Act

(Part 2.8 (commencing with Section 12900) of Div. 3 of Title 2 of the Government Code) and the Regulations of the Fair Employment and Housing Commission (Cal. Code of Regs., Title 2, Division 4, Section 7285.0 through Section 8504)

- J prohibit harassment of employees, applicants and independent contractors and requires employers to take all reasonable steps to prevent harassment. The prohibition against sex harassment includes a prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.
- J prohibit employers from limiting or prohibiting the use of language in any workplace unless justified by business necessity and the employer has notified employees of the language restriction and consequences for violation.
- J require that all employers provide information to each of their employees on the nature, illegality and legal remedies which apply to sexual harassment. Employers may either develop their own publication, which must meet standards as set forth in California Government Code Section 12950, or use a brochure which may be obtained from the Department of Fair Employment and Housing.
- J require employers to reasonably accommodate disabled employees or job applicants in order to enable them to perform the essential functions of a job. Employers must engage in a timely, good faith interactive process in determining effective reasonable accommodations.
- J permit job applicants and employees to file complaints with the Department of Fair Employment and Housing (DFEH) against an employer, employment agency, or labor union which fails to grant equal employment as required by law.
- J prohibit discrimination against any job applicant or employee in hiring, promotions, assignments or discharge. On-the-job segregation also is prohibited.
- J require employers, employment agencies, and unions to preserve applications, personnel and employment referral records for a minimum of two years.
- J require employers to provide leaves of up to four months to employees disabled because of pregnancy, maternity, or childbirth.
- J require an employer to provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to her pregnancy, childbirth or related medical conditions.
- J require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child, the placement of a child for adoption or foster care, for an employee's own serious health condition, or to care for a parent, spouse or child with a serious health condition. (Employers are required to post a notice informing employees of their family and medical leave rights.)
- J require employment agencies to serve all applicants equally; to refuse discriminatory job orders; to refrain from prohibited pre-hiring inquiries or help-wanted advertising.
- J require unions not to discriminate in member admissions or dispatching to jobs.
- J forbid any person to interfere with efforts to comply with the act. Permits employers to file complaints against workers who refuse to cooperate with the provisions of the law. Authorizes the DFEH to work affirmatively with cooperating employers to review hiring and recruiting practices in order to expand equal opportunity.

**THE LAW PROVIDES FOR ADMINISTRATIVE FINES AND FOR REMEDIES FOR INDIVIDUALS, WHICH MAY INCLUDE:**  
hiring, back pay, promotion, reinstatement, cease-and-desist order, expert witness fees, reasonable attorney's fees and costs, punitive damages, and damages for emotional distress.

**JOB APPLICANTS AND EMPLOYEES:** If you believe you have experienced discrimination, you may file a DFEH complaint.

**INDEPENDENT CONTRACTORS:** If you believe you have been harassed, you may file a DFEH complaint.

Complaints must be filed within one year from the last act of discrimination/harassment.

*For information contact the Department of Fair Employment and Housing:*

Toll Free 1-800-884-1684

SACRAMENTO, CA Area/OUT OF STATE (916) 227-0551

TTY Number 1-800-700-2320 Website: [www.dfeh.ca.gov](http://www.dfeh.ca.gov)

This notice must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, etc. This publication can be made available in Braille, large print, computer disk or tape cassette. For a copy, contact 1-800-884-1684. For Sacramento, CA Area/Out-of-State calls contact (916) 227-0551. (Rev. 11/02)

GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL AND REMARK RUNWAY,  
TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID

AIP No. 3-06-0093-012-2016

PW #XXXXXX, CIP #93527

County of El Dorado  
Community Development Agency

17-0730 B 89 of 927

Page 1

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 3247, Civil Code)

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

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

hereafter referred to as "Principal", a contract for the work described as follows:

**GEORGETOWN AIRPORT  
CRACK SEAL, JOINT SEAL, AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-  
HANGAR TAXILANES; CHANGE RUNWAY END ID  
FAA AIP No. 3-06-0093-012-2016  
CONTRACT No. PW XXXXX / CIP No. 93527**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligees, in the sum of

\_\_\_\_\_  
Dollars,  
(\$ \_\_\_\_\_) to be paid to the Obligees, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,  
That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 20\_\_\_\_.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PRINCIPAL  
SURETY  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL AND REMARK RUNWAY,  
TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID**  
AIP No. 3-06-0093-012-2016  
PW #XXXXXX, CIP #93527

County of El Dorado  
Community Development Agency  
Payment & Performance Bonds  
Page -1  
17-0730 B 84 of 327

**PRINCIPAL**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**SURETY**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO**  
**PERFORMANCE BOND**

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

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_  
as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the  
"Obligee" in the sum of \_\_\_\_\_ DOLLARS,  
(\$ \_\_\_\_\_ ) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,  
jointly and severally, firmly by these presents.

Signed, sealed and dated: \_\_\_\_\_

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. PW XXXXX / CIP No. 93527 for the Georgetown Airport – Crack Seal, Joint Seal, and Remark Runway, Taxiways, Aprons and T-Hangar Taxilanes; Change Runway End ID Project** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligees during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligees named herein.

Dated: \_\_\_\_\_, 20\_\_\_\_.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR TAXILANES; CHANGE RUNWAY END ID**  
AIP No. 3-06-0093-012-2016  
PW #XXXXXX, CIP #93527

County of El Dorado  
Community Development Agency  
Payment & Performance Bonds  
Page -4

**PRINCIPAL**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**SURETY**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**CONTRACTOR'S GUARANTEE**

**GEORGETOWN AIRPORT  
GEORGETOWN, EL DORADO COUNTY, CALIFORNIA  
CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016**

**PW #XXXXX**

**CIP #93527**

**DEPARTMENT OF TRANSPORTATION (DOT)**

As Contractor for the above referenced project, we hereby agree to repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the County of El Dorado, ordinary wear and tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of Notice of Acceptance of the work.

We further agree to repair or replace any and all adjacent areas which have been damaged or displaced due to our work performed under this contract at no expense to the County of El Dorado during the term of this contract and for a period of one year from the date of Notice of Acceptance of the work.

We agree that this guarantee and the rights and obligations accruing therefrom shall be in addition and not by way of limitation in any manner whatsoever to the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of our failure to comply with the above mentioned conditions with (ten) 10 days after being notified in writing by the County of El Dorado, we hereby authorize the County of El Dorado to proceed to have said defects repaired and made good at our expense and we will honor and pay all costs and charges therefore upon written demand.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT  
GEORGETOWN AIRPORT – GEORGETOWN, CALIFORNIA**

**CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016  
PW #XXXXX  
CIP #93527**

**DIVISION I  
COUNTY OF EL DORADO SPECIFICATIONS**

**INDEX**

**ARTICLE 1 - GENERAL PROVISIONS**

- 1.1 Basic Definitions
- 1.2 Contract Documents
- 1.3 Assignment of Contract
- 1.4 Waiver of "Common Practice"
- 1.5 Excessive Costs

**ARTICLE 2 - OWNER**

- 2.1 Owner's Representative
- 2.2 Rights of Owner
- 2.3 Responsibilities of Owner

**ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES**

- 3.1 Review of Contract Documents and Field Conditions
- 3.2 Supervision and Construction Procedures
- 3.3 Prosecution of Work
- 3.4 Submittals
- 3.5 State and Federal Labor Requirements
- 3.6 Taxes
- 3.7 Compliance with Law and Local Requirements
- 3.8 Guarantee
- 3.9 Warranty
- 3.10 Responsibility
- 3.11 Work Requirements
- 3.12 Subcontractors
- 3.13 Superintendent
- 3.14 Labor and Materials

**ARTICLE 4 - ADMINISTRATION OF CONTRACT**

- 4.1 Administration of Contract
- 4.2 Inspection and Testing
- 4.3 Claims
- 4.4 Disputes Resolution

**ARTICLE 5 - CHANGES IN WORK**

- 5.1 Waiver
- 5.2 Changes
- 5.3 Contract Change Instruments
- 5.4 Basis of Adjustment
- 5.5 Extension of Time for Completion

**ARTICLE 6 - PAYMENTS AND COMPLETION**

- 6.1 General
- 6.2 Applications for Payment
- 6.3 Certification for Payment
- 6.4 Withholding from Payments
- 6.5 Substitute Securities for Retention
- 6.6 Final Completion and Payment of Retainage

**ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY**

- 7.1 Protection of Work, Property, and Persons

**ARTICLE 8 - INSURANCE AND BONDS**

- 8.1 Insurance
- 8.2 Bonds

**ARTICLE 9 - UNCOVERING AND CORRECTION OF WORK**

- 9.1 Deviation from Specifications
- 9.2 Correction of Work

**ARTICLE 10 - TERMINATION OR SUSPENSION OF CONTRACT**

- 10.1 Termination by Owner for Convenience
- 10.2 Termination by Owner for Cause
- 10.3 Suspension of Work

**DIVISION I  
COUNTY OF EL DORADO SPECIFICATIONS**

**GEORGETOWN AIRPORT  
GEORGETOWN, COUNTY OF EL DORADO, CALIFORNIA**

**CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016  
PW #XXXXX  
CIP #93527**

**ARTICLE 1  
GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

1.1.1 Owner: The County of El Dorado is the Owner and is identified as the Owner or County in the Contract and these General Provisions. The term Owner, and pronouns in place of the same, shall mean the County of El Dorado acting by and through its duly authorized representative.

1.1.2 Owner's Representative: Community Development Agency Director, or designated representative.

1.1.3 Department: Community Development Agency of the County of El Dorado.

1.1.4 Engineer: Project Manager, or such other designated representative of the Owner. The Engineer has such duties and authority as may be set forth in the Specifications.

1.1.5 Contractor: The person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Contractor refers to the Contractor or the Contractor's authorized representative.

1.1.6 Inspector: The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.

1.1.7 Subcontractor: Those Contractors, of whatever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.

1.1.8 Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

1.1.9 Final Payment: The Final Payment shall be the last Progress Payment made to Contractor and shall not be considered to be the payment of any or all of the retention.

1.1.10 Field Order: A written order of the Owner's Representative directing the Contractor to conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project.

1.1.11 Construction Change Directive: A written order and signed by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract Time or Sum. The Owner may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of agreement between Owner and Contractor.

1.1.12 Change Order: A Change Directive and signed by the Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract Price, if any, and 3) the extent of the adjustment in the Contract Time, if any.

1.1.13 Contract Documents: The Contract Documents shall include all the documents described in Article 2 of the Contract, including Field Orders, Change Directives, and Change Orders.

1.1.14 Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

1.1.15 Project: The total construction of the Work performed under the Contract Documents.

1.1.16 Plans: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.17 Specifications: Those portions of the Contract Documents referred to as Specification, and Technical Specifications.

1.1.18 Technical Specifications: That portion of the Contract Documents consisting of the technical written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.19 Claim: A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

1.1.20 Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this contract: Any work shown but marked "Not in Contract" (NIC) or otherwise designated to be done under another Contract or by Owner.

1.1.21 Furnish (material): To supply and deliver to the project ready for installation and in operating condition.

1.1.22 Install (services or labor): To place in final position, complete, anchored, connected, and in operable condition with respect to required codes and/or governing agency requirements.

1.1.23 Provide: To furnish and install complete. When "Furnish", "Install", or "Provide" is stated, "Provide" is implied.

1.1.24 Construct: To "Furnish" materials to "Install" in final position, complete, anchored and connected with respect to required codes, requirements, specifications and details.

## **1.2 CONTRACT DOCUMENTS**

1.2.1 One Document: The Contract Documents are one document and any work shown or mentioned and obligations, reporting, promises or conditions shall be performed or furnished. The Contractor admits and agrees that the Specifications exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and he further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.

1.2.2 Misuse of Words or Punctuation: The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Specifications. Any part of the Work, or any article pertaining thereto which is not specifically set forth in these Specifications, but which is necessary for the proper completion of the Work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Specifications. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Specifications.

### **1.3 ASSIGNMENT OF CONTRACT**

1.3.1 Mutual Consent: Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder without the written consent of the Owner.

1.3.2 Assignment Under Anti-Trust Claims: In accordance with Section 4552 of the California Government Code, and Section 7103.5 of the Public Contract Code, Contractor and subcontractors shall conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.
2. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

### **1.4 WAIVER OF "COMMON PRACTICE"**

1.4.1 The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details, plans, specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

### **1.5 EXCESSIVE COSTS**

1.5.1 Failure to Comply with Contract: If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to Owner, then Contractor shall be liable for such additional costs.

1.5.2 Construction Methods: If Contractor's construction methods and techniques result in additional costs to Owner, after notice, such Contractor shall be responsible for cost attributable to his methods and techniques.

## ARTICLE 2

### OWNER

#### 2.1 OWNER'S REPRESENTATIVE

2.1.1 Owner Representative: The Owner will be represented by the Owner's Representative who shall oversee the performance of the Contract on behalf of the Owner.

2.1.2 Owner May Appoint Inspector: Owner shall be entitled to appoint an agent as Inspector who shall see that the performance of the Work is in strict accordance with the Contract Specifications on behalf of the Owner.

2.1.3 Communication: In order that the Owner may act upon expert advice and upon good procedure, all communications from the Contractor will be through said Owner's Representative or Inspector, as the Owner may direct, and all communications and instructions from the Owner to the Contractor will be so routed. The Owner reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the Owner.

#### 2.2 RIGHTS OF OWNER

2.2.1 Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor and Subcontractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the Owner may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.

2.2.2 Right to Accept Imperfect Work: If any part or portion of the Work completed under this Contract is defective and not in accordance with the Plans or Specifications, and if the imperfection is judged by Owner to be not of sufficient magnitude or importance so as to make the Work unacceptable, then Owner shall have the right and authority to retain such Work but will make such deductions in Contract Price as may be equitable and reasonable. However, Owner does not by this section, waive any other rights provided for herein.

2.2.3 Right to do Adjacent Work: The Owner reserves the right to perform construction or operations on the site of the Work. In doing this Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents.

2.2.4 Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness.

2.2.5 Right of Partial Use of Project: The Owner may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of Owner and Contractor.

1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.
2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
3. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

4. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.
5. No claim for acceleration, delay, or hindrance, may be made by Contractor on his own behalf or that of any of his subcontractors, for any delays, accelerations, or hindrances that may arise out of Owner's partial occupancy of the Project.

2.2.6 Right to Audit: Contractor shall maintain and make available to the State, FAA, and County or to any duly authorized representatives of the United States Department of Transportation, the Comptroller General of the United States, the State, FAA, or County all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract. Contractor and its subcontractors shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with Federal and State Requirements and in accordance with the provisions of Compliance with Funding Requirements and Cost Principles contained within these Contract Documents. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors authorized under this Contract, and this provision shall be made a part of any subcontracts between the Contractor and subcontractors.

## **2.3 RESPONSIBILITIES OF OWNER**

2.3.1 Removal, Relocation, or Protection of Underground Infrastructure: If the Contractor while performing the contract discovers utility facilities not identified by the Owner in the contract plans or specifications, Contractor shall immediately notify the Owner in writing. Owner shall have the sole discretion to perform the repairs or relocation work itself, or to permit the Contractor to do such repairs or relocation work at a reasonable price. In the event that the Owner authorizes the Contractor to perform the work, the parties shall proceed with a written Change Order as set forth in Article 5 herein. Compensation to the Contractor for said costs shall be in accordance with Section 4215 of the Government Code.

Nothing herein shall be construed to require the Owner to locate the presence of any existing services not expressly included in Government Code Section 4215, nor to limit the Owner's rights or remedies set forth therein.

In accordance with the provisions of Section 4215 of the California Government Code, Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or owner of the utility to provide for the removal or relocation of such utility facilities.

## ARTICLE 3

### CONTRACTOR'S RESPONSIBILITIES

#### 3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.1.1 Reporting Errors in Contract Documents: The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Inspector errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

3.1.2 Reporting Errors in Field Conditions: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

3.1.3 No Implied Warranty: No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of this Contract, that the Plans and Specifications are adequate and sufficient to construct the Project.

#### 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Supervision of Work: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 Acts of Employees and Agents: The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.2.3 Acts Do Not Waive Contractor's Obligation: The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Owner's Representative or the Inspector in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

#### 3.3 PROSECUTION OF WORK

3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall be prosecuted at such time, and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Contract Documents.

3.3.2 Construction Schedule: A critical path method (CPM) construction schedule is required to be submitted within five (5) days of issuance of Notice to Proceed as required in the Special Conditions. The CPM schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Unless specifically adopted by resolution or minute order of the El Dorado County Board of Supervisors, such schedule shall not be binding on the County of El Dorado. Contractor's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents. Float, whether for the entire Project or for specific tasks therein, shall be deemed to be for the benefit of the Owner.

The Contractor shall keep the construction schedule current, and shall submit monthly updates to the Owner's Representative and Inspector, if any. The Contractor shall further prepare and keep current a schedule of submittals which is coordinated with the construction schedule, and which allows the Owner reasonable time to review the submittals.

### **3.4 SUBMITTALS**

3.4.1 Use of Listed Manufacturers; Review of "Or Equals": Contractor shall utilize only the manufacturer designated in its Proposal for major equipment items listed therein. In accordance with the provisions of Section 3400 of the California Public Contract Code, but subject to Subsection (b) thereof, Contractor shall within 5 calendar days after Award of the Contract submit any substitution requests and shall submit data substantiating a request for a substitution of an "or equal" item. Failure to submit such substitution requests and substantiating data within 5 days shall subject such request for substitution to automatic denial.

3.4.2 Excessive Submittal Reviews: The cost of reviewing submittals shall be the Owner's responsibility, except that Contractor shall be responsible for the cost of the third and subsequent review of any one submittal.

3.4.3 Submittal Process: Submittals shall be processed as described in the Special Conditions.

### **3.5 STATE AND FEDERAL LABOR REQUIREMENTS**

#### 3.5.1 Hours of Work:

1. Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than 8 hours in any 1 calendar day and/or more than 40 hours in any 1 calendar week except as provided in Section 1815 of the Labor Code of California, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said Owner, \$25.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than 8 hours in any 1 calendar day or more than 40 hours in any 1 calendar week in violation of the provisions of said Labor Code.
2. In accordance with the provisions of the Labor Code of the State of California, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

3.5.2 Deleted.

#### 3.5.3 Apprentice Employment:

1. Pursuant to the provisions of Section 1777.5 as amended, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code Section 1777.5 and are available from the applicable Joint Apprenticeship Committee.

2. The Contractor shall make contributions to funds established for the administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
3. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**3.5.4 Wage Rates - State Labor Standards Provisions:**

1. State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All Contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.
2. All Contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.
3. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of Contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.
4. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.
5. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
6. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
7. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
8. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 - 1775.

9. Copies of the applicable prevailing wage rates are on file with the County of El Dorado Community Development Agency, at 2850 Fairlane Court, Placerville, California 95667.
10. Contractor and its subcontractors shall each execute Attachment B, "Contractor's/Subcontractor's Certification Concerning State Labor Standards and Prevailing Wage" (Attachment B Certification). Contractor shall submit the executed Attachment B Certifications to the County with the signed contract, bonds, and other required contract documents within 10 calendar days, not including Sundays and holidays, of the date of the notice letter from the County that the contract has been awarded.

3.5.5 Federal Prevailing Wage: The Contractor's attention is directed to the following, which sets forth requirements under federal law. The Wage Scales are located at the end of Section 70 of the FAA General Provisions and are current as of the date of advertising. Any updates made to the Federal wages rates which occur up to 10 days before the bid opening date will be provided in an addendum. For updates to wages scales see the website at [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

3.5.6 Certified Payroll: As required under the provisions of Labor Code Section 1776 Contractor and subcontractors shall keep accurate payroll records:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by him or her in connection with the Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
3. The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to C&S Engineers, Inc., attention Jessica Bryan, P.E., C.M, for review and approval and for transmission to the Federal Aviation Administration.

3.5.7 Nondiscrimination Clause:

1. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall include the full text of the non-discrimination clause and standard equal employment opportunity provisions in all if its subcontracts.

3.5.8 Convict-Made Materials: Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

3.5.9 Suspension or Withholding of Insured Draws and Advances. The Owner may recommend to the Department of Transportation withholding of funds during the course of construction where the Contractor has failed to comply with labor standards provisions within a 30 day period. The Owner's recommendation to the Department of Transportation shall contain a narrative justification. Withholding from a draw or advance should not exceed sufficient amounts to cover actual or estimated wage underpayment. Suspension of a draw or advance is a drastic action taken only when a Contractor continues to violate labor standards provisions (e.g., continues to underpay employees) after notification to desist. The suspension of an entire draw or advance shall not take place because one or more subcontractors have failed to comply. If there is sufficient cause, payments of line items attributed to the Work of the subcontractors in violation should be deleted from the advance, and if the sum is sufficient to cover the estimated wage underpayments, an additional amount may be withheld. Suspension or withholding may also be requested by the Department of Labor. The failure of the Contractor to submit weekly payrolls over a substantial period of time shall be deemed particularly serious.

### **3.6 TAXES**

3.6.1 Contractor Pays Taxes: The Contractor and subcontractors shall pay all local, state, and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the Contract price.

### **3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS**

3.7.1 Regulations: The Contractor and all subcontractors shall conform to and abide by all current city, county, and state laws, ordinances, rules, and regulations, and California Building Codes, as the same pertain to the Work contemplated by said Plans and Specifications.

3.7.2 Copies of Codes: Copies of the following shall be retained at all times at the project site by the Construction Superintendent:

) International Building Code, latest edition

3.7.3 Permits, Licenses, and Fees: The Contractor shall give all notices and shall procure and pay for all permits, licenses, and inspection fees that may be required to commence, carry on, and complete the Contract.

3.7.4 Patent Rights, Copyrights, Trade Names, and Royalties: The Contractor shall indemnify and save harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the specifications. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the Owner, that such charges have been paid.

### **3.8 GUARANTEE**

3.8.1 Final Guarantee: The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of 1 year. Contractor warrants and guarantees for a period of one year from the date of Notice of Acceptance that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, Owner may do so and charge Contractor the cost thereby incurred.

**3.8.2 Extended Guarantees:** If a guaranty exceeding one year is provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as coguarantor of such equipment and materials, and Contractor shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

### **3.9 WARRANTY**

**3.9.1 Contract Warranty:** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### **3.10 RESPONSIBILITY**

**3.10.1 Owner Not Liable for Damages:** The Owner or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to said Work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the Owner and its authorized representatives harmless from all suits, losses or claims, liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the Owner, its officers, agents and employees.

**3.10.2 Owner Not Liable for Debts:** Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the Contract price.

**3.10.3 Contractor Indemnifies Owner:** To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County and the State of California and its (their) officers, directors, and employees, and any federal government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County or State or federal government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State of California, or any federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California, or any federal government agencies its (their) officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State and any federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

**3.10.4 Environmental Indemnification:** From and after recording of Notice of Acceptance, Contractor shall indemnify, defend, and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:

1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Substantial Completion to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Substantial Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Acceptance of the Project.
3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the Owner or the Owner's agents, servants or independent contractors.

### **3.11 WORK REQUIREMENTS**

**3.11.1 Conduct of Work:** The Contractor shall confine the storage of his equipment and materials to limits as designated. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the general public from injury to person and property during the entire time of performance of the Work. The Contractor shall not create excessive dust or noise.

**3.11.2 Maintenance of Site:** Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

**3.11.3 Materials:** Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site; move and store products under Contractor's control; obtain and pay for the use of additional storage or work areas needed for operations.

**3.11.4 Clean Up of Site:** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

**3.11.5 Cutting and Patching:**

1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.12 SUBCONTRACTORS**

3.12.1 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

3.12.2 Contractor's Subcontract: Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provisions of the Contract Documents.

### **3.13 SUPERINTENDENT**

3.13.1 Work Superintendent: The Contractor will employ and maintain on the worksite a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

### **3.14 LABOR AND MATERIALS**

3.14.1 Skilled Labor: All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or Owner may deem incompetent or disorderly shall be promptly discharged and not re-employed.

3.14.2 Quality of Materials: All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All Work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All materials and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the certificate or payment until all defective materials or work have been removed and other material of proper quality substituted therefor. All removal and replacement with same shall be done at the Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

## Article 4

### ADMINISTRATION OF CONTRACT

#### 4.1 ADMINISTRATION OF CONTRACT

4.1.1 Contract Communications: Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the Owner's Representative or the Inspector if the Owner so directs. Communications by and with the subcontractors and material suppliers shall be through the Contractor. Communications by Contractor to separate contractors, architect, or engineer shall be through the Owner's Representative.

4.1.2 Control of Work: The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Representative or the Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.1.3 Recommendation for Payments: Based on his or her observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review amounts due the Contractor and will recommend to Owner, payments to Contractor as set forth in the section 6.3.

4.1.4 Inspector's Authority: The Inspector will have the authority to stop work whenever necessary to ensure a proper execution of the Work. The Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Inspector nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work. In the event an Inspector is not appointed by the Owner, the Owner's Representative shall have the authority set forth herein.

#### 4.2 INSPECTION AND TESTING

4.2.1 Advance Notice: Contractor shall notify Owner's Representative and Inspector 24 hours prior to any day in which Contractor will 1) require an inspection of any portion of the Work, and 2) work in excess of 8 hours or any time Contractor intends to work weekends. Any work not performed subject to inspection will not be accepted and will be rejected and/or ordered removed by Owner, or Inspector.

4.2.2 Access to Work: The Owner's Representative, the Engineer, and the Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

4.2.3 Costs of Tests: The Owner shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor.

4.2.4 Preparation of Change Directives/Orders: The Owner's Representative or the Inspector, if one is appointed, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in the article entitled CHANGES IN WORK.

### **4.3 CLAIMS**

4.3.1 Concealed or Unforeseen Conditions: It is understood by both parties that Contractor has made a precontract investigation of the site. All concealed, unforeseen, or materially differing conditions are the responsibility of the Contractor in the absence of an actual material, intentional misrepresentation by the Owner as to the conditions on the site. Contractor shall give written notice of any conditions encountered at the site which are unforeseen, concealed, or materially different from those set forth in the Plans or Specifications, or ordinarily encountered and generally recognized as inherent in the Work. Such written notice shall be given within 5 days of his discovery of any such facts.

4.3.2 Notice of Discovery of Hazardous Waste or Unusual Conditions:

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, in the event the Contractor encounters, after excavating, any of the following:
  - a. Material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - b. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
2. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described herein.
3. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for in the contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.

4.3.3 Time Limits on Claims: Claims by Contractor must be made within 10 days after occurrence of the event giving rise to such Claim, except that claims made due to delay or hindrances which Contractor claims was caused by Owner shall be made within 5 days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

4.3.4 Claims for Additional Costs:

1. If Contractor wishes to make a Claim for an increase in the Contract Price, he shall give the Owner written notice thereof within the time set forth in Paragraph 4.3.3. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise Owner of his intent to do the Work.

2. Increases in Contract Price due to Claims shall be calculated based on the Cost Reimbursement method detailed in Paragraph 5.4.1.3.
3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

4.3.5 Claims for Additional Time:

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate probable effect of delay on progress of the Work.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
3. The Owner shall not be liable for any damages on account of any reasonable delay or hindrance of the Owner. However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the Owner. Any delay or hindrance by Owner which is unreasonable and not within the contemplation of the parties may subject Owner to a claim for damages. Contractor shall make any claims in writing within the time set forth in section 4.3, for any unreasonable delay or hindrance caused by Owner, and specifying the cause thereof as required in paragraph 4.3.6 entitled "Submittal of Claims".

4.3.6 Submittal of Claims: Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to and decided by the Owner's Representative who shall issue a written decision on the dispute. Claims shall be submitted by the Contractor to the Owner's Representative with adequate supporting data and include a demand for the Owner's Representative's decision. Adequate supporting data shall include, but is not limited to, a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

4.3.7 Submission Under Penalty of Perjury: The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the Owner is liable.

By: \_\_\_\_\_  
(Contractor's signature)"

**4.4DISPUTES RESOLUTION**

4.4.1 Continue Work During Dispute: In the event of any dispute between the Owner and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the Owner, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with the subsequent provisions of this section.

4.4.2 Requirements for Filing a Claim: For any claim subject to this Article, the following requirements apply: the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be

filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by this contract for the filing of claims.

1. For claims of less than fifty thousand dollars (\$50,000), the Owner shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claims or relating to defenses or claims the Owner may have against the Contractor, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time not greater than that taken by the Contractor in producing the additional information, whichever is greater.

2. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to the defenses or claims the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days of receipt of the further documentation, or a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
4. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code, and in accordance with Section 20104.2 of the Public Contract Code.

**4.4.3 Owner's Review of Claim:** The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and promptly render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the Owner's Representative shall be final and conclusive except as is otherwise provided herein.

**4.4.4 Claims Exempt from Review:** The procedures and remedies provided in this Section 4.4 do not apply to:

1. Any claims by the Owner.
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.

3. Any claim or dispute relating to stop payment requests or stop notices.
4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

4.4.5 Suit in El Dorado County Only: Any litigation arising out of this Contract shall be brought in El Dorado County. The Owner and the Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Public Contract Code section 20104 et seq., including but not limited to section 20104.4.

4.4.6 Payment of Undisputed Portion of Claim: Payment by Owner of undisputed portion of claim; interest on arbitration award or judgment.

1. Owner shall pay Contractor such portion of a claim which is undisputed except as otherwise provided in the contract.
2. In any suit filed pursuant to Public Contract Code section 20104.4, the provisions of section 20104.6 shall apply.

## Article 5

### CHANGES IN WORK

#### 5.1 WAIVER

5.1.1 Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the Owner of any term, provision, or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

#### 5.2 CHANGES

5.2.1 Owner May Order Changes in Work: The Contractor agrees that the Owner, without invalidating the Contract, may order changes in Work by altering, adding to, or deducting from the Work, the Contract Amount being adjusted according to the provisions of Section 5.4. Contractor agrees to enter into a modification of his original Contract for such changes.

5.2.2 Cost Proposals: Upon request of the Owner for a quotation on the change to the Work, the Contractor shall promptly submit to Owner's Representative, and the Inspector, if one is appointed, in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than 7 calendar days from the date requested. The Owner's request for quotations on alterations to the Work shall not be considered authorization to proceed with the work prior to issuance of a Change Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within 7 calendar days, Owner may prepare the Cost Proposal based on estimates of labor, materials, and equipment. This proposal, prepared by Owner, shall be binding on the Contractor, will become the basis for Contract Price adjustment, and shall not be subject to dispute or claim.

5.2.3 Contract Change Instrument: Changes in work involving a change in Contract Price or Contract Time shall be done only pursuant to a Change Order or Construction Change Directive as set forth below in this article.

5.2.4 Changes Shall Conform to Contract: Changes in work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Field Order, Change Order, or Construction Change Directive.

#### 5.3 CONTRACT CHANGE INSTRUMENTS

5.3.1 Field Order: The Owner's Representative or the Inspector may order minor changes in work by use of a Field Order. These minor changes will involve neither changes in the Contract Price or Contract Time. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order or Change Directive shall be used.

5.3.2 Change Order: The Change Order shall be used in cases where Owner and Contractor agree on the change in work, the amount of or method of computing the Contract Amount, and the amount of adjustment in Contract Time.

5.3.3 Change Directive: In the event that the Owner and Contractor do not agree on the proposed change in work, and/or the proposed adjustment of Contract Price and Time, or in the event it is essential that the Contractor proceed expeditiously and without delay, then Owner may terminate the contract with respect to the item and make other arrangements for its completion or, by issuance of a Construction Change Directive, order changes in work, and the Contractor shall promptly proceed with the change in work involved.

1. Acceptance of Change Directive: If Contractor agrees with the Change Directive, the Contractor shall by his signature thereon, indicate his acceptance of the terms of the Directive, including adjustments to price and time, and the Change Directive shall then be followed by a Change Order.
2. Non-Acceptance of Change Directive: If the Contractor disagrees with the method of computing an increase in Contract Price, then the amount of adjustment shall be computed by the Cost Reimbursement method detailed in Basis for Adjustment. Disagreements with amounts or credits, under the Cost Reimbursement method, or time, shall be considered a dispute, and processed under the section on Disputes Resolution.

## 5.4 BASIS OF ADJUSTMENT

5.4.1 Methods of Adjustment: The amount of adjustments to Contract Price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the Owner.

1. Unit Prices: Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of 25 percent of the original bid quantity, and the total dollar value of that bid is significant, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.
2. Lump Sum: A total lump sum for the Work negotiated and mutually acceptable to the Contractor and Owner. Lump sum quotations for modifications to the Work shall include substantiating documentation with an itemized breakdown of Contractor's and subcontractor's costs, including labor, materials, rentals, approved services, overhead, and profit all calculated as specified in the Cost Reimbursement method which follows.
3. Cost Reimbursement (Extra Work): In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Payment will be made for the documented actual cost of the following:
  - a. Costs of labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law,
  - b. Costs of materials, supplies, and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his subcontractor,
  - c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having value in excess of \$100,
  - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work,

To the above cost the Contractor shall be allowed a markup of 20 percent on direct labor charges and 15 percent for all other cost items. When any or all of the Extra Work is done by one of the Contractor's subcontractors, the markups set forth above shall be applied to the subcontractor's actual costs to which a 5 percent markup shall be allowed the Contractor. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any and all other general expenses, including, but not limited to, uniforms, hand tools, safety equipment, travel and lodging.

## 5.5 EXTENSION OF TIME FOR COMPLETION

5.5.1 Contractor Delayed or Hindered: Should the Contractor be delayed or hindered in the completion of the Work by the neglect of the Owner, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other causes the Inspector approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, then the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.

5.5.2 Agreement on Time Extension: In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above.

5.5.3 Time Extension Not Waiver: The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or stop the Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by the Owner as provided herein.

## Article 6

### PAYMENTS AND COMPLETION

#### 6.1 GENERAL

6.1.1 Contract Price: The Contract Price is stated in the Contract is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

6.1.2 Waiver: Neither the acceptance of the Work by the Owner nor the payment any part or all of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

6.1.3 Manner of Paying Warrants: Payment becomes due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner business.

#### 6.2 APPLICATIONS FOR PAYMENT

6.2.1 Submittal of Applications: Every thirty (30) days, the Contractor shall submit to the Owner's Representative an itemized Application for Payment for work completed to date. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require.

6.2.2 Monthly Progress Payments: Progress payments shall be made at least once each month as the work progresses. The form of these payments shall be as set forth in Article 16 of the Instructions to Bidders. The procedures and requirements for progress payments are set forth in Article 90-06, Partial Payments, of the F.A.A. General Provisions.

6.2.3 Basis for Payment: Each Application for Payment shall be based upon the Progress Payment submitted pursuant to section 6.2.2. Applications shall indicate the work accomplished as of the end of the payment period covered by the Application. Consultation with the Project Engineer will be necessary to determine the amount of work accomplished on lump sum items. All applications for payment must be approved by the Project Engineer before they are submitted to the County for payment.

6.2.4 Work Free of Liens: The Contractor warrants that upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

#### 6.3 CERTIFICATION FOR PAYMENT

6.3.1 Certification Determination: The Owner's Representative, will, within 7 days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as determined to be properly due, or notify the Contractor of the reasons for withholding certification in whole or in part as provided in section 6.4.1.

6.3.2 The Owner shall pay or cause to be paid to Contractor the amount set forth in the approved Certificate for Payment within thirty (30) days of receipt of a fully approved Progress Payment. Retention will be held by the County as set forth in section 6.4.3 until the time provided for in section 6.6.4. The Owner shall withhold amounts pursuant to stop notices received in addition to the retainage. Failure of Owner to make payments provided herein in a timely manner shall not constitute a default by the Owner of the Contract, but may entitle the Contractor to interest as provided by law.

## 6.4 WITHHOLDING FROM PAYMENTS

6.4.1 Reasons for Withholding: The Owner, upon recommendation of the Inspector, may withhold payments, or on account of subsequently discovered evidence nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work or material not remedied or replaced.
2. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
3. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.
4. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.
6. Damage to another contractor.
7. Performance of work in violation of the terms of the Contract Documents.
8. Excessive costs to Owner.
9. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

6.4.2 Release of Payment: When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

6.4.3 Method of Retainage: The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. In conformance with 49 CFR 26.29 the Department with FAA concurrence will release retention incrementally as set forth in Article 19 of the Instructions to Bidders.

## 6.5 SUBSTITUTE SECURITIES FOR RETENTION

6.5.1 Escrow Account Requirements: The Contractor may at his request and expense, in lieu of the retention withheld by the Owner as provided herein, deposit securities equivalent to the amount withheld with a State or Federally chartered bank as an escrow agent. Securities eligible are those listed in California Government Code Section 16430, or bank or savings and loan certificates of deposit. The terms and conditions of the escrow shall be as set forth in Government Code Section 22300.

## 6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE

6.6.1 Affidavit of Payment: After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the Owner his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or material have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection with which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the Owner, of the final retainage payment on the Contract.

6.6.2 Final Inspection: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner's Representative finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly recommend to Owner that Owner may consider the Project complete and that final payment of retainage may be made.

6.6.3 Final Certification: Before issuance of final payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

6.6.4 Payment of Retention: Thirty-five days after the notice of acceptance has been filed, provided the Work be fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for stop notices. These payments shall not be construed as an absolute acceptance of the work done up to the time of such payments. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor.

6.6.5 Notice of Acceptance: The Work shall be accepted in writing in the form of a Notice of Acceptance when the whole shall have been completed satisfactorily to the Owner. In judging the Work, no allowance for deviations from the original Specifications will be made unless already approved in writing at the proper times and in the manner as called for herein. The Notice of Acceptance shall be recorded.

6.6.6 Audits: Contractor shall maintain and make available to the State, FAA, and County or to any duly authorized representatives of the United States Department of Transportation, the Comptroller General of the United States, the State, FAA, or County all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract. Contractor and its subcontractors shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with Federal and State Requirements and in accordance with the provisions of Compliance with Funding Requirements and Cost Principles contained within these Contract Documents. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors authorized under this Contract, and this provision shall be made a part of any subcontracts between the Contractor and subcontractors.

## Article 7

### PROTECTION OF PERSONS AND PROPERTY

#### 7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS

7.1.1 Responsible for Damage to Owner's Property: The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools and/or materials or other causes attributed to the Contractor's Work in performing this Contract.

7.1.2 Responsible for Safety: The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.1.3 Safety and Convenience: The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.

7.1.4 Remedy Damages: The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole fault or to the acts or omissions of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

7.1.5 Protection of Workers in Trenches: As required by Section 6705 of the California Labor Code, and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, Contractor shall submit for acceptance by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the Owner, the Engineer, nor any of their officers, agents, representatives, or employees.

## Article 8

### INSURANCE AND BONDS

#### 8.1 INSURANCE

GENERAL INSURANCE REQUIREMENTS: County will not execute this Contract and the Contractor is not entitled to any rights, unless certificates of insurances, or other sufficient proof satisfactory to County of El Dorado Risk Management Division that the following provisions have been complied with, and these certificate(s) are filed with the County.

Without limiting the Contractor's indemnification required by Article 5, "Indemnity," of the Sample Contract, the Contractor must procure and maintain and must require any of its subcontractors to procure and maintain for the duration of the Contract, including the one-year guarantee period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. The following policies of insurance must be placed with insurers with a current A.M. Best's rating of no less than A-:VII Coverage must be at least as broad as:

1. Workers' Compensation as required by law in the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) aggregate limit and Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy. Provide coverage of Four Million Dollars (\$4,000,000) general aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000). For the purpose of this Contract professional liability is not required.
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage is required.

#### PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, the United States Government, its officers, officials, employees, and volunteers shall be included as additional insureds, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability and excess liability policies. Proof that the County and United States Government are named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable

evidence, of an endorsement to Contractor's insurance policy naming the County and United States Government additional insured.

3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers compensation insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and County of El Dorado and any other additional insured listed above as additional insureds.

**INSURANCE NOTIFICATION REQUIREMENTS:**

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the Community Development Agency, Contract Services Unit, 2850 Fairlane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

**ADDITIONAL STANDARDS:** Certificates shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

**COMMENCEMENT OF PERFORMANCE:** Contractor shall not commence performance of this Contract unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:** Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Contract.

**REPORTING PROVISIONS:** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

**PRIMARY COVERAGE:** The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

## 8.2 BONDS

8.2.1 General Requirements for Bonds: Before commencing any Work under the Contract, the Contractor shall file two of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be Surety bonds and shall be issued by corporations duly and legally licensed to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.

8.2.2 Performance Bond: One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the faithful performance of the Contract and shall insure the Owner during the life of the Contract and the Guarantee period. The Contractor may provide, subject to approval by the Owner, a separate guarantee bond upon completion of and acceptance of the work.

8.2.3 Payment Bond: One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

8.2.4 Change of Surety: If, at any time a Surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the Owner may require another Surety which the Contractor shall furnish within 10 calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be in accordance with those included in the Sample Contract.

## Article 9

### UNCOVERING AND CORRECTION OF WORK

#### 9.1 DEVIATION FROM SPECIFICATIONS

9.1.1 Improper Work: If the Contractor shall vary from the Specifications in the form or quality of the Work, or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

#### 9.2 CORRECTION OF WORK

9.2.1 Covered or Completed Work: If any work is covered contrary to the written instructions of the Owner's Representative, or the Inspector, if one is appointed, it must, if requested, be uncovered for observation and replaced at the Contractor's expense.

9.2.2 Inspection of Covered Work: If the Owner's Representative or the Inspector, if one is appointed, considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction; if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and construction, and an appropriate Change Order shall be issued.

9.2.3 Rejected Work: The Contractor shall promptly remove from the premises all Work rejected by Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work either during the term of the Contract or during the warranty period, in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

9.2.4 Cost of Correction: All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within 10 days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such Work or repairs itself and charge the expense to the Contractor.

## Article 10

### TERMINATION OR SUSPENSION OF CONTRACT

#### 10.1 TERMINATION BY OWNER FOR CONVENIENCE

10.1.1 Right to Terminate: The Owner reserves the right to terminate the Contract at any time upon determination by the Owner's Representative that termination of the Contract is in the best interest of the Owner. Owner shall issue the Contractor a written notice specifying that the Contract is to be terminated.

10.1.2 Contractor's Duties: Upon receipt of said written notice, Contractor shall stop all work under the Contract except that specifically directed to be completed prior to acceptance, perform Work the Inspector deems necessary to secure the project for termination, remove equipment and plant from the site of work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by the Owner, and clean up the site.

10.1.3 Payment for Work: If the Contract is terminated for Owner's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of Owner, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by Owner, and without profit, for all work performed to secure the project for termination.

#### 10.2 TERMINATION BY OWNER FOR CAUSE

10.2.1 Written Termination Notice: If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors or for labor, materials, or equipment, or disregards the authority of the Owner's Representative, or the Inspector, if one is appointed, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

10.2.2 Notice to Work or Quit: Without prejudice to other rights or remedies the Owner may have, if the Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the Owner's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

1. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the Owner may exclude it from the premises and take possession of all material and equipment, and complete the Work by Owner's forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

10.2.3 Owner's Rights After Termination: Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

1. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Owner.
2. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the Owner for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progressed, subject to the terms of the Contract.
3. The provisions of the section shall be in addition to all other rights and remedies available to the Owner under law.

10.2.4 Rights and Obligations of Parties: If after notice of termination under Paragraph 10.2.2, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 10.1, Termination by Owner for Convenience. The Contract shall be equitably adjusted to compensate for such termination in accordance with Section 10.1.

### **10.3 SUSPENSION OF WORK**

10.3.1 Owner May Suspend: The Owner may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Inspector which shall fix the date on which work shall be resumed.

10.3.2 Resumption of Work: The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributed to any suspension.

**\*\* END OF SECTION \*\***

EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT  
GEORGETOWN AIRPORT – GEORGETOWN, CALIFORNIA

CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID

AIP No. 3-06-0093-012-2016

PW #XXXXX

CIP #93527

DIVISION II  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

INDEX

**SECTION 1. – PROPOSAL REQUIREMENTS AND CONDITIONS**

- 1-1.01 Disadvantaged Business Enterprise (DBE)
- 1-1.02 DBE Commitment Submittal
- 1-1.03 Good Faith Efforts Submittal

**SECTION 2. – PRECONSTRUCTION CONFERENCE AND WEEKLY MEETINGS**

- 2-1.01 Requirements

**SECTION 3. – MISCELLANEOUS**

- 3-1.01 DBE Records
- 3-1.02 DBE Certification Status
- 3-1.03 Performance of Subcontractors
- 3-1.04 Subcontracting
- 3-1.05 Prompt Progress Payment to Subcontractors
- 3-1.06 Prompt Payment of Withheld Funds To Subcontractors

## SECTION 1 – PROPOSAL REQUIREMENTS AND CONDITIONS

**1-1.01 DISADVANTAGED BUSINESS ENTERPRISE (DBE)** - This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

The Contractor shall also carry out applicable requirements of 49 CFR Part 18 in the award and administration of this USDOT-assisted Contract. The applicable requirements of 49 CFR Part 18 are as follows:

(A) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A)(2) (a) through (e) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

All DBE participation will count toward the County's Overall DBE goal and the State's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

### **1-1.0 DBE COMMITMENT SUBMITTAL**

Submit DBE information on the Local Agency Bidder - DBE - Commitment (Construction Contracts) Exhibit 15-G form included in the Proposal. If the form is not submitted with the bid, make a copy of the form from the Proposal before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form via email or fax to Sherrie Busby, County of El Dorado, Community Development Agency, Administration and Finance Division; email: [sherrie.busby@edcgov.us](mailto:sherrie.busby@edcgov.us); Fax: (530) 626-0387. DBE Commitment form must be received as noted no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the County requests it. If the County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request via email or fax to Sherrie Busby, County of El Dorado, Community Development Agency, Administration and Finance Division; email: [sherrie.busby@edcgov.us](mailto:sherrie.busby@edcgov.us); Fax: (530) 626-0387.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the County finds your bid nonresponsive.

### **1-1.03 GOOD FAITH EFFORTS SUBMITTAL**

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening via email or fax to Sherrie Busby, County of El Dorado, Community Development Agency, Administration and Finance Division; email: [sherrie.busby@edcgov.us](mailto:sherrie.busby@edcgov.us); Fax: (530) 626-0387.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The County may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

In accordance with 49 CFR 26.53(d) if the County determines that the apparent successful bidder failed to meet the Good Faith Effort requirements, the County will provide the apparent successful low bidder an opportunity for administrative reconsideration before awarding the contract. The County will provide the apparent successful low bidder an opportunity to submit written documentation or argument and meet in person with the reconsideration official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The reconsideration official is someone who did not participate in the original determination that the goal or good faith effort was not met.

**\*\*END OF SECTION\*\***

## SECTION 2 – PRECONSTRUCTION CONFERENCE AND WEEKLY MEETINGS

**2-1.01 REQUIREMENTS** -- A pre-construction conference will be scheduled by the Resident Engineer (RE) or Construction Inspector (CI) between the RE/CI and the Contractor or their representative after the project is awarded and prior to the issuance of the Notice to Proceed. The conference will be held at the construction site to discuss the work each DBE subcontractor will perform and important aspects of the project and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required, and the Contractor shall bring all required schedules and documents to the meeting.

Before work can begin on a subcontract, the Owner will require the Contractor to submit a completed "Subcontracting Request," Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM) or equivalent. When the RE receives the completed form it will be checked for agreement of the first tier subcontractors and DBEs. The RE/CI will not approve the request when it identifies someone other than the DBE listed in the previously completed "LOCAL AGENCY BIDDER – DBE COMMITMENT (Construction Contracts) Exhibit 15-G" form or first tier subcontractor listed in the Subcontractors Listing form of the Proposal. The "Subcontracting Request" will not be approved until any discrepancies are resolved. If an issue cannot be resolved at that time, or there is some other concern, the RE/CI will require the Contractor to eliminate the subcontractor in question before signing the subcontracting request. A change in the DBE or first tier subcontractor may be addressed during a substitution process at a later date.

Suppliers, vendors, or manufacturers listed on the "LOCAL AGENCY BIDDER – DBE COMMITMENT (Construction Contracts) Exhibit 15-G" form will be compared to those listed in the completed Exhibit 16-I "Notice of Materials to be Used", of the LAPM or equivalent. Differences must be resolved by either making corrections or requesting a substitution.

Substitutions will be subject to the Subletting and Subcontracting Fair Practices Act (FPA). The Owner will require contractors to adhere to the provisions within Subletting and Subcontracting Fair Practices Act (State Law) Sections 4100-4114. FPA requires the Contractor to list all subcontractors in excess of one half of one percent (0.5%) of the Contractor's total bid or \$10,000, whichever is greater. The statute is designed to prevent bid shopping by contractors. The FPA explains that a contractor may not substitute a subcontractor listed in the original bid except with the approval of the awarding authority.

The RE/CI will give the Contractor a blank Exhibit 17-F, "Final Report - Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors," from the Caltrans LAPM. This form must be completed and returned to the County before the County will issue final payment.

**\*\*END OF SECTION\*\***

## SECTION 3 - MISCELLANEOUS

**3-1.01 DBE RECORDS** – Use each DBE subcontractor as listed on the Subcontractor List form unless you receive authorization for a substitution.

The Department requests the Contractor to:

1. Notify the Resident Engineer of any changes to its anticipated DBE participation.
2. Provide this notification before starting the affected work.

Maintain records including:

1. Name and business address of each 1st-tier subcontractor.
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
3. Date of payment and total amount paid to each business.

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form (CEM-2404F). For a DBE that leases trucks from a non-DBE, count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall submit a Monthly Disadvantaged Business Enterprises (DBE) Payment form (CEM-2406) by the 15<sup>th</sup> of the month for the previous month's work. If the Contractor fails to submit Form CEM-2406 monthly, the Department must withhold 25 percent of the progress payment, but not more than 10 percent of the total bid, per Caltrans Standard Specifications Section 9-1.16E(3).

Upon completion of the contract, a summary of these records shall be prepared on "**Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors**" **Form CEM-2402(F) (copy attached)** and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the County as a condition for the release of retainage withheld until thirty-five (35) days after the recordation of the Notice of Acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

**3-1.02 DBE CERTIFICATION STATUS** – If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a business becomes a certified DBE before completing subcontracted work, the business must notify you in writing of the certification date. Submit the notifications. On contract work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form with the Acceptance Statement, which accompanies the Proposed Final Pay Estimate.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the County as a condition for the release of retainage withheld until thirty-five (35) days after the recordation of the Notice of Acceptance.

**3-1.03 PERFORMANCE OF SUBCONTRACTORS** – The subcontractors listed by you in your Proposal shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

DBEs must perform work or supply materials as listed in the Local Agency Bidder - DBE - Commitment form specified under Division II, Section 1, "Proposal Requirements and Conditions," of these Contract Documents.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Department.

The Department authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBE to you regarding the request.

If a listed DBE is terminated or substituted, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Department authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Department does not pay for work listed on the Local Agency Bidder - DBE - Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

### **3-1.04 SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of El Dorado may exercise the remedies provided under Pub Cont Code § 4110. The County of El Dorado may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "STANDARD FEDERAL CONTRACT CLAUSES AND REQUIREMENTS FOR CONSTRUCTION CONTRACTS" included in Attachment F to the Contract. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

**3-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS** - Attention is also directed to Section 7108.5 of the Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than seven (7) days of receipt of each progress payment unless otherwise agreed to in writing. In addition, Federal Regulation (49CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Prime contractors shall include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

**3-1.06 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS** - The Department shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department, of the contract work and pay retainage to the prime Contractor based on these acceptances. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Department. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Department's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor.

**\*\*END OF SECTION\*\***

**EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT  
GEORGETOWN AIRPORT – GEORGETOWN, CALIFORNIA**

**CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016**

**PW #XXXXX**

**CIP #93527**

**DIVISION III**

**FEDERAL AVIATION ADMINISTRATION (FAA) GENERAL PROVISIONS**

**INDEX**

SECTION 10 – DEFINITION OF TERMS	GP 10-1 through GP 10-4
SECTION 20 – PROPOSAL REQUIREMENTS AND CONDITIONS	GP 20-1 through GP 20-3
SECTION 30 – AWARD AND EXECUTION OF CONTRACT	GP 30-1 through GP 30-2
SECTION 40 – SCOPE OF WORK	GP 40-1 through GP 40-3
SECTION 50 – CONTROL OF WORK	GP 50-1 through GP 50-6
SECTION 60 – CONTROL OF MATERIALS	GP 60-1 through GP 60-4
SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	GP 70-1 through GP 70-7
SECTION 80 – EXECUTION AND PROGRESS	GP 80-1 through GP 80-6
ATTACHMENT A - CONSTRUCTION SAFETY AND PHASING PLAN	
SECTION 90 – MEASUREMENT AND PAYMENT	GP 90-1 through GP 90-7
SECTION 100 – CONTRACTOR QUALITY CONTROL PROGRAM	GP 100-1 through GP 100-6
SECTION 105 – MOBILIZATION	GP 105-1
SECTION 200 – SPECIAL PROVISIONS TO THE GENERAL PROVISIONS	GP 200-1 through GP 200-86
FEDERAL WAGE RATES	
STATE WAGE RATES	

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## Section 10 Definition of Terms

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

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 Access road.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**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 Improvement Program (AIP).** A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

**10-05 Air operations area (AOA).** For the purpose of these specifications, 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.

**10-06 Airport.** Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM International (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).

**10-08 Award.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

**10-09 Bidder.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-10 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.

**10-11 Calendar day.** Every day shown on the calendar.

**10-12 Change order.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

**10-13 Contract.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

**10-14 Contract item (pay item).** A specific unit of work for which a price is provided in the contract.

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**10-15 Contract time.** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

**10-16 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.

**10-17 Contractor's laboratory.** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

**10-18 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.

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

**10-20 Engineer.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

**10-21 Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-22 Extra work.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

**10-23 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

**10-24 Federal specifications.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-25 Force account.** Force account work is planning, engineering, or construction work done by the Sponsor's employees.

**10-26 Inspector.** An authorized representative of the Engineer assigned to make all necessary observations and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**10-27 Intention of terms.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

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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.

**10-28 Laboratory.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as “Engineer’s Laboratory” or “quality assurance laboratory.”

**10-29 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.

**10-30 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.

**10-31 Materials.** Any substance specified for use in the construction of the contract work.

**10-32 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.

**10-33 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.

**10-34 Passenger Facility Charge (PFC).** Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”

**10-35 Pavement.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-36 Payment bond.** The approved form of security furnished by the Contractor and his or her 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.

**10-37 Performance bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

**10-38 Plans.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

**10-39 Project.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

**10-40 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.

**10-41 Proposal guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

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**10-42 Runway.** The area on the airport prepared for the landing and takeoff of aircraft.

**10-43 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.

**10-44 Sponsor.** A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

**10-45 Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

**10-46 Subgrade.** The soil that forms the pavement foundation.

**10-47 Superintendent.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**10-48 Supplemental agreement.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

**10-49 Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

**10-50 Taxiway.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

**10-51 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.

**10-52 Working day.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

## END OF SECTION 10

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## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** See the Advertisement located in the front of these Contract Documents.

**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:

- a. statements covering the bidder's past experience on similar work,
- b. a list of equipment that would be available for the work, and
- c. a list of key personnel that would be available.
- d. 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.

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

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

**20-03 Contents of proposal forms.** The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

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

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

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

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involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 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 as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

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 his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-07 Preparation of proposal.** The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do 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 sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her 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 Sponsor's invitation for bid. It is the Sponsor'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 49 CFR § 18.36(b)(8). 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.

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

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

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

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

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

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

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

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

**END OF SECTION 20**

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## 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 price written in words shall govern.

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

- a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

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

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

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

**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 the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

**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 subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

**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 the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

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**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 15 calendar day period specified in the subsection 30-06 titled 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 liquidation of damages to the Owner.

**END OF SECTION 30**

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## Section 40 Scope of Work

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

**40-02 Alteration of work and quantities.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

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

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

**40-03 Omitted items.** The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. 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 the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

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

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

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 his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her 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.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair 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 Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be 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,

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or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for 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 his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for 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 his or her exercise of option a., b., or c.

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

**40-08 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 such property Owner.

**END OF SECTION 40**

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## Section 50 Control of Work

**50-01 Authority of the Engineer.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

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

**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 Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her 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 his or her determination that the affected work be accepted and remain in place. In this event, 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. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

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

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

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

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

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions;

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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.

## **LIST OF SPECIAL PROVISIONS**

### **Section 200 Special Provisions to the General Provisions**

**50-04 Cooperation of Contractor.** The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

**50-05 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 so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

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

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

**50-06 Construction layout and stakes.** The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

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The Contractor must give copies of survey notes 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. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): five (5) full size copies of signed and sealed surveys, five (5) copies of the notes as well as pdf copies of both. 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.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
  - a. Runways – each paving lane width
  - b. Taxiways – each paving lane width
  - c. Holding areas – each paving lane width
- c. After finish paving operations at 50-foot (15-m) stations:
  - a. All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- e. Fence lines at 100-foot (30-m) stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.
- h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).
- j. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

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Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

**50-07 Automatically controlled equipment.** Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

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

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

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

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

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

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

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

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No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. 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 to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

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

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

**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 the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

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

**50-14 Partial acceptance.** If at any time during the 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

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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 give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 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 his or her 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.

**END OF SECTION 50**

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## 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 complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

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

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

<u>EQUIPMENT NAME</u>	<u>CITED FAA SPECIFICATION</u>
N/A	

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

Unless otherwise designated, quality assurance tests 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, will be made by and at the expense of the Engineer.

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, including the Contractor's representative at his or her request. 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.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons

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

**60-03 Certification of compliance.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

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

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

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

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

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

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

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

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

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

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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's field office.** An Engineer's field office is not required.

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

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire 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.

**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**

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## Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

<u>Utility</u>	<u>Location (Sheet No.)</u>	<u>Person to Contact</u>	<u>Phone No.</u>
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Not Applicable

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

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract 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.

**70-05 Federal aid participation.** For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

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

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

**70-06 Sanitary, health, and safety provisions.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

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

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-08 Barricades, warning signs, and hazard markings.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under .

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

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

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

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

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

Open-flame type lights shall not be permitted.

**70-09 Use of explosives.** When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

**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 his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her 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, his or her 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

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Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

**70-13 Opening sections of the work to traffic.** Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described in the Construction Safety and Phasing Plan, Appendix A to Section 80.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

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

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

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

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

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal

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drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, 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 the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control 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 the Owners are indicated as follows:

<u>Utility Service or Facility</u>	<u>Person to Contact</u>	<u>Telephone No.</u>
None		

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 his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification 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 (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

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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 his or her surety.

**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, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or 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 his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

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

Should the Contractor encounter, during his or her 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 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 the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

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**END OF SECTION 70**

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## Section 80 Execution and Progress

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

The Contractor shall provide copies of all subcontracts to 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 his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**80-02 Notice to proceed.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction 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 progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify 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 notice to proceed is issued by the Owner.

**80-04 Limitation of operations.** The Contractor shall control his or her operations and the operations of his or her 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 his or her 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 and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

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; 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 the satisfactory

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conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

**See Attachment "A" - Construction Safety and Phasing Plan (CSPP) at the end of this section.**

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

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. 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 Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary CSPP measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the CSPP 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 that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

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

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper 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 be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

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When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, 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 subsection.

**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 as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

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

**80-07 Determination and extension of contract time.** The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

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

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The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal items. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.
- (5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

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

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

- c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

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If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, 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 his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded 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 or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum of one-thousand dollars (\$1000) will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

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

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

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment 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

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- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer 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 his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within feet of an active runway at any time.

**See Attachment "A"- Construction Safety and Phasing Plan (CSPP) following this section.**

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**END OF SECTION 80**

**ATTACHMENT “A”**

**TO**

**SECTION 80**

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

**FOR THE CONSTRUCTION OF**

**CRACK SEAL, JOINT SEAL AND MARK RUNWAY,  
TAXIWAYS, APRON AND T-HANGAR TAXILANES  
CHANGE RUNWAY END IDENTIFIER  
(PAVEMENT PRESERVATION)**

**AT**

**GEORGETOWN AIRPORT  
GEORGETOWN, CALIFORNIA**

**FAA AIP NO.: 3-06-0093-012-2016 (D)  
COUNTY OF EL DORADO PROJECT NO.: 93527**

JANUARY 2017

**DRAFT**

## TABLE OF CONTENTS

### 1.0 PURPOSE

### 2.0 SCOPE OF PROJECT AND CSPP

### 3.0 PLAN REQUIREMENTS

- 3.1 Coordination
  - a. Pre-construction Meeting
  - b. Contractor Progress Meetings
  - c. Scope or Schedule Changes
  - d. FAA ATO Coordination
  - e. Pre-paving Meeting
  - f. Payment
- 3.2 Phasing
  - a. Phase Elements (Work Areas)
  - b. Construction Safety Drawings (Construction and Operating Requirements)
- 3.3 Areas and Operations Affected by the Construction Activity
  - a. Identification of Affected Areas
  - b. Mitigation of Effects
- 3.4 Protection of Navigational Aids (NAVAIDS)
- 3.5 Contractor Access
  - a. Location of Stockpiled Construction Materials
  - b. Vehicle and Pedestrian Operations
  - c. Security
- 3.6 Wildlife Management
  - a. Trash
  - b. Standing Water
  - c. Tall Grass and Seeds
  - d. Poorly Maintained Fencing and Gates
  - e. Disruption of Existing Wildlife Habitat
- 3.7 Foreign Object Debris (FOD) Management
- 3.8 Hazardous Materials (HAZMAT) Management
- 3.9 Notification of Construction Activities
  - a. Maintenance of a List of Responsible Representatives/Point of Contact
  - b. Notices to Airman (NOTAM)
  - c. Emergency Notification Procedures
  - d. Accidents
  - e. Coordination with ARFF Personnel
  - f. Notification to the FAA
- 3.10 Inspection Requirements
  - a. Daily (or more frequent) Inspections
  - b. Final Inspections
- 3.11 Underground Utilities
- 3.12 Penalties
- 3.13 Special Conditions
- 3.14 Runway and Taxiway Visual Aids
  - a. General
  - b. Markings
  - c. Lighting and Visual NAVAIDS
  - d. Signs
  - e. Maintenance of Airport Lighting

- 3.15 Marking and Signs for Access Routes
- 3.16 Hazard Marking and Lighting
  - a. Purpose
  - b. Equipment
- 3.17 Protection of Airfield Areas
  - a. Runway Safety Area (RSA)
  - b. Runway Object Free Area (ROFA)
  - c. Taxiway Safety Area (TSA)
  - d. Taxiway Object Free Area (TOFA)
  - e. Obstacle Free Zone (OFZ)
  - f. Runway Approach/Departure Surfaces
- 3.18 Other Limitations on Construction
  - A. Prohibitions
  - B. Restrictions

**APPENDICES:**

APPENDIX 1 – General Plan and Construction Safety Drawings

APPENDIX 2 – Construction Project Daily Safety Inspection Checklist

APPENDIX 3 – Contractor’s Safety Plan Compliance Document (SPCD)

APPENDIX 4 – Spoil Deposition Release Form

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

### **1.0 PURPOSE.**

Aviation safety is the primary consideration at airports, especially during construction. The Airport Owner's Construction Safety and Phasing Plan (CSPP) and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help ensure the highest levels of safety, security and efficiency at the airport at the time of construction. Requirements for this CSPP were developed from FAA Advisory Circular (AC) 150/5370-2, Operational Safety on Airports During Construction, latest edition.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in the AC, the airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and airport staff.

This document has been developed in order to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the Airport Owner describing how the Contractor will comply with the requirements set forth in this CSPP. The SPCD must be submitted to the Airport Owner prior to issuance of Notice to Proceed.

In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP or the SPCD, the Airport Owner's Representative will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP/SPCD which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions have been implemented.

### **2.0 SCOPE OF PROJECT AND CSPP.**

The proposed project generally includes the crack seal, joint seal, sealcoat and remarking of Runway 16-34, parallel taxiway, taxiway connectors, apron areas and T-hangar taxilanes, as shown on the contract plans.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the Airport Owner must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities and associated costs will be identified. As they are identified, their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project and/or to airport operations in order to maintain operational safety. This planning effort will ultimately result in a project CSPP. The development of the CSPP takes place through the following five steps:

1. Identify Affected Areas
2. Describe Current Operations
3. Allow for Temporary Changes to Operations
4. Take Required Measures to Revise Operations
5. Manage Safety Risk

### 3.0 PLAN REQUIREMENTS.

#### 3.1 COORDINATION. The following items shall be coordinated as required:

- a. **Pre-construction Meeting.** A preconstruction meeting will be conducted to discuss operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. All parties affected by the construction will be asked to attend including, but not limited to, the airport owner, tenants, contractor, subcontractors and Engineer.

At the preconstruction meeting, the Contractor shall submit a plan of operation and schedule of work to the Engineer for approval. The Contractor's plan of operation shall indicate, in detail, the amount of construction planned and the number of shifts and/or overtime operations proposed for the project. The schedule of work shall clearly indicate the sequence of work to be performed. The Contractor shall conform, at all times, to the requirements of these provisions and with current safety practices, rules, regulations and security requirements of Airport Owner. The preconstruction meeting will be held prior to issuance of a Notice to Proceed.

- b. **Contractor Progress Meetings.** A minimum of one progress meeting to discuss scheduling and coordination shall be held each week unless otherwise directed by the Airport Owner, throughout the duration of the Contract, between the Airport Owner, Contractor, Engineer and any other interested parties at a time and place to be designated by the Engineer. These meetings shall include a detailed discussion of construction phasing and safety with regard to the Contractor's compliance with the requirements stipulated in the Contract Documents.

In attendance at these meetings shall be a Contractor's representative with the authority to make decisions concerning the scheduling and coordination of work. Progress meetings shall be facilitated by the Engineer. Operational safety shall be a standing agenda item during progress meetings throughout the construction project.

- c. **Scope or Schedule Changes.** Changes in the Scope of Work or Project Schedule shall be governed by Section 40 and Section 80 of the Contract Documents. Any proposed change that results in a deviation from the established CSPP as expressed by the Contract Documents must be submitted to the FAA and Airport Owner for review and approval. FAA review and approval can be expected to take sixty business days.
- d. **FAA ATO Coordination.** ATO coordination will not be necessary.
- f. **Payment.** The cost of complying with the requirements of this section, including but not limited to scheduling; providing flag people; construction, maintenance and removal of temporary access roads and staging areas include temporary displaced aircraft area pavement, providing, placing, relocating, maintaining and removing temporary barricades; protection of aircraft and vehicular traffic; installation, maintenance and removal of temporary airfield markings; maintenance of airport lighting circuits; installation, maintenance, and removal of temporary wiring and airfield lighting facilities; cleaning of paved surfaces; restoration of surfaces disturbed as a result of the Contractor's operations; providing, maintaining, and removing warning signs, hazard markings, barricade lights; providing padlocks for access gates; providing a guard at access gates; and all security requirements shall be included under Technical Specification Item M-100, Maintenance and Protection of Traffic .

## 3.2 PHASING.

### a. Phase Elements (Work Area(s))

**Work Area Descriptions:** The work of the project has been divided into three (3) areas in order to coordinate construction in a way that will minimize interference with Airport operations:

Work Area "A": Includes performing crack seal, sealcoat and temporary re-striping of the southern apron, the portion of Taxiway A and T-hangar taxilanes.

Work Area "B": Includes performing crack seal, sealcoat temporary re-striping of the northern apron and the portion of Taxiway A.

Work Area "C": Includes performing crack seal, joint seal, sealcoat temporary re-striping of Runway 16-34 and taxiway connectors. The runway and all connector taxiways will be closed for three (3) days for twelve (12) hours at a time.

Work Area "D": Includes performing final re-striping pavement marking of the southern apron, the portion of Taxiway A and T-hangar taxilanes.

Work Area "E": Includes performing final re-striping pavement marking of the northern apron and the portion of Taxiway A.

Work Area "F": Includes performing final re-striping pavement marking Runway 16-34 and taxiway connectors. Runway closed for four (4) days for twelve (12) hours at a time.

### b. Construction Safety Requirements

The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to airport operations. All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as shown on the Construction Safety Drawings (Appendix 1). No equipment will be allowed to park within the approach area of an active runway at any time.

During the work under this Contract, the Airport Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, so as to afford time to coordinate construction with the Airport Owner. No work shall proceed in any area without prior approval.

The Contractor shall always confine construction operations to the contractor work area and designated haul routes. Contractor personnel, equipment, stored materials, subcontractors and suppliers will not be allowed on any other area within the Air Operations Area and within the Airport boundaries without prior approval of the Airport Owner or Engineer.

The Engineer will perform a visual site assessment before the Contractor occupies the contractor work area. The Contractor shall be held responsible for all repairs and cleanup costs incurred as a result of the Contractor's construction operations. Restoration shall be the complete return of all work areas to the original conditions.

Prior to the start of construction operations, the Contractor shall perform the following:

- J Coordinate issuing Notices to Airmen (NOTAM) with the Airport Owner and Engineer for the construction activities involved at least 48 hours in advance of the work.

At the conclusion of construction operations, the Contractor shall perform the following:

- J Remove barricades, temporary jumpers and closed runway markings, as indicated on the Construction Safety Drawings.
- J Clean all paved surfaces in accordance with Item M-100, Maintenance and Protection of Traffic.
- J Coordinate cancellation of the NOTAMs with the Airport Owner and Engineer.

**Work Area "A":** Work in area A shall be started first. During work in this area, a portion of the apron and parallel Taxiway A will be closed to aircraft traffic.

At the start of work in Area A, the Contractor shall perform the following:

- J Verify with the Airport Owner that a NOTAM has been issued closing a portion of Taxiway A.
- J Provide temporary barricades across the apron and across the northern connector taxiway and a portion of Taxiway A.
- J Provide taxiway closure X on the southern connector taxiway as shown on the plans.

**Work Area "B":** Work in area B shall be performed after the completion of work in Area A. During work in this area, a portion of the apron and parallel Taxiway A will be closed to aircraft traffic.

At the start of work in Area B, the Contractor shall perform the following:

- J Verify with the Airport Owner that a NOTAM has been issued closing a portion of Taxiway A.
- J Provide temporary barricades across the apron and across the connector southern taxiway and a portion of Taxiway A.
- J Provide taxiway closure X on the northern connector taxiway as shown on the plans.

**Work Area "C":** Work in area C shall be performed immediately following completion of work in Areas A and B. During work in this area, the Runway 16-34 will be closed to all aircraft traffic for a period of three (3) days for twelve (12) hours.

At the start of work in Area C, the Contractor shall perform the following:

- J Verify with the Airport Owner that a NOTAM has been issued closing the Runway 16-34.
- J Provide temporary barricades at every connector taxiway and place runway closure X's on Runway 16-34.

**Work Area "D":** Work in area D shall be performed 30 days following completion of work in Area A. During work in this area, a portion of the apron and parallel Taxiway A will be closed to aircraft traffic.

At the start of work in Area B, the Contractor shall perform the following:

- J Verify with the Airport Owner that a NOTAM has been issued closing a portion of Taxiway A.
- J Provide temporary barricades across the apron and across the northern connector taxiway and a portion of Taxiway A.
- J Provide taxiway closure X on the southern connector taxiway as shown on the plans.

**Work Area "E":** Work in area E shall be performed 30 days following completion of work in Area B. During work in this area, a portion of the apron and parallel Taxiway A will be closed to aircraft traffic.

At the start of work in Area D, the Contractor shall perform the following:

- ) Verify with the Airport Owner that a NOTAM has been issued closing a portion of Taxiway A.
- ) Provide temporary barricades across the apron and across the connector southern taxiway and a portion of Taxiway A.
- ) Provide taxiway closure X on the northern connector taxiway as shown on the plans.

**Work Area "F":** Work in area F shall be performed 30 days following completion of work in Area C. During work in this area, the Runway 16-34 will be closed to all aircraft traffic for a period of four (4) days for twelve (12) hours.

At the start of work in Area D, the Contractor shall perform the following:

- ) Verify with the Airport Owner that a NOTAM has been issued closing the Runway 16-34.
- ) Provide temporary barricades at every connector taxiway and place runway closure X's on Runway 16-34.
- ) Provide taxiway closure X on both connector taxiways as shown on the plans.

### **3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY.**

Contractor, subcontractor, and supplier employees or any other unauthorized persons shall be restricted from entering an active airport operating area without previous permission from the Airport Owner.

In an emergency situation, the Airport Owner or other designated airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

The Contractor shall cooperate with the airport users through the Engineer, in coordination with airport operations, in scheduling the operations to provide adequate clearance for safe aircraft parking, fueling, maintenance, loading or unloading, maneuvering, taxing operations, or other aircraft operations.

#### **a. Identification of Affected Areas**

The following is a summary of impacts to the Airport Operations Areas resulting from the proposed construction safety and work phasing requirements:

Table 3.3A Construction Effect on Airport Operations		
Project	Georgetown Airport Pavement Preservation	
Phase	Work Area(s) A, B, D and E. See Section 3.2. as for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	The proposed project generally includes the crack seal, joint seal, sealcoat and remarking of Runway 16-34, parallel taxiway, taxiway connectors, apron areas and T-hangar taxilanes.	
RW 16-34 Average Aircraft Operations	Carrier: 0/day	Carrier: 0/day
	GA: 61/Day	GA: 61/Day
	Military: 2/Day	Military: 2/Day
Runway 16-34 ARC	B-I	B-I
RW 16 Approach Visibility Minimums	No published approaches	No published approaches
RW 34 Approach Visibility Minimums	No published approaches	No published approaches
Runway 16 Visual NAVAIDs	PAPI	PAPI
Runway 34 Visual NAVAIDs	NONE	NONE
Taxiway(s) A ADG	B-I	B-I
ATCT (hours open)	Non-Towered	Non-Towered

Table 3.3A Construction Effect on Airport Operations		
Project	Georgetown Airport Pavement Preservation	
Phase	Work Area(s) A, B, D and E. See Section 3.2. as for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	The proposed project generally includes the crack seal, joint seal, sealcoat and remarking of Runway 16-34, parallel taxiway, taxiway connectors, apron areas and T-hangar taxilanes.	
RW 16-34 Average Aircraft Operations	Carrier: 0/day	CLOSED
	GA: 61/Day	CLOSED
	Military: 2/Day	CLOSED
Runway 16-34 ARC	B-I	CLOSED
RW 16 Approach Visibility Minimums	No published approaches	CLOSED
RW 34 Approach Visibility Minimums	No published approaches	CLOSED
Runway 16 Visual NAVAIDs	PAPI	CLOSED
Runway 34 Visual NAVAIDs	NONE	CLOSED
Taxiway(s) A ADG	B-I	CLOSED
ATCT (hours open)	Non-Towered	CLOSED

**b. Mitigation of effects.**

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of airport operations during the construction of this project.

All coordination pertaining to airport operations during construction will go through the Airport Owner's Representative and the Airport Operations Manager. Any required NOTAM's to be issued will be sent through the Airport Owner's Representative and issued by Airport Operations.

**i. Temporary Changes to runway and/or taxiway operations:**

Any affected Airport Operations Areas identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded by the use of low profile, lighted barricades placed as shown in the exhibits provided in Appendix 1. In addition, required NOTAM's shall be issued on the various temporary changes to aircraft access through the affected areas.

**ii. Detours for emergency and other airport vehicles:**

The project work site shall remain open to all emergency vehicles in emergency situations. The contractor is required to maintain access in and around the project work area for all emergency vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the construction project.

**iii. Maintenance of essential utilities:**

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the Airport Owner and FAA shall locate all of their underground utilities. It is the Contractor's responsibility to have the locations of cabling and other underground utilities marked prior to beginning excavation. Any locations provided by the Airport Owner or FAA are approximate locations and the Contractor shall verify all locations prior to beginning excavations. When an underground cable or utility is damaged due to the Contractor's negligence, the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation.

**iv. Temporary Changes to air traffic control procedures:**

Changes to air traffic control procedures have been coordinated with airport ATO. Any additional requests for changes must be made to the Airport Owner, through the Engineer, in writing. These requested changes will be reviewed by the Engineer, Airport Owner ATO. If these changes are acceptable to all the aforementioned parties, the Engineer will request a modification to the CSPP previously turned into the FAA. The Contractor shall plan on a minimum 90 days for this process to be completed. No deviation to the original CSPP shall be made without final FAA approval.

**3.4 PROTECTION OF NAVIGATIONAL AIDS (NAVAIDS).**

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS are not anticipated in this project.

**3.5 CONTRACTOR ACCESS.**

This section of the CSPP details the areas to which the Contractor must have access and how Contractor personnel will access those project work areas.

**a. Location of stockpiled construction materials.**

The Contractor shall store material and equipment and schedule his operations for work to be done so that no unauthorized interference to normal Airport operations will result there from. Construction operations shall not be conducted in a manner to cause interference with Airport Operations. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/ Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled construction materials must be located inside the contractor staging area as shown on the Construction Safety Drawings (Appendix 1) unless otherwise approved by the Engineer.

Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent Foreign Object Debris (FOD) from moving onto the airfield pavements or polluting watercourses.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways, or allowed to penetrate into any of the protected airspace.

Spoil and Disposal Areas: Spoil shall be disposed of offsite by the contractor unless otherwise shown or specified. The Contractor shall submit the "Spoils Deposition Release Form" for any spoils which are transported from the project site. A copy of the form can be found in Appendix 4. No direct payment will be made for spoiling and disposal operations. The cost of spoiling material on site, or of spoiling material off-site, shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

**b. Vehicle and pedestrian operations. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Air Operations Area (AOA).**

The Airport Owner will coordinate requirements for vehicle operations with the affected airport tenants. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated contractor staging area and the apron area under construction. Use of alternate haul routes or staging areas by the Contractor shall not be permitted without prior notification and approval by the Airport Owner's Representative.

**i. Construction Site Parking:**

The Contractor's personal vehicle parking area shall be in the contractor staging area, as shown on the Construction Safety Drawings (Appendix 1). Contractor personal vehicles will not be allowed inside the airport fence Air Operations Area (AOA) or secured area.

A staging area, as indicated on the Contract Drawings, will be provided where the Contractor may set up a field office and store equipment and materials. The Contractor shall make his own arrangements for, and bear all costs of required utilities. The Contractor shall use and maintain the site in accordance with requirements of the Airport Owner. Upon completion of work, the Contractor's staging area shall be removed and the area cleaned and restored to original or better condition.

**ii. Construction Equipment Parking:**

The Contractor's equipment storage area shall be in the contractor staging area as shown on the Construction Safety Drawings (Appendix 1). The Contractor's equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 25 feet. Maximum allowable equipment height in the work areas shall be 25 feet.

Contractor must service all construction vehicles within the limits of the project work area or the Contractor's Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active).

**iii. Access and Haul Roads:**

The Contractor shall clear, construct and maintain haul routes as required for the prosecution the work. The haul routes and access points shall only be in the locations approved by the Engineer and the Airport Owner or as shown on the Construction Safety Drawings (Appendix 1).

Access or haul routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on the designated haul routes, never straying from the approved paths. Haul and access routes shall be clearly delineated with temporary marking and signage by the Contractor. Signage and marking placement shall be reviewed and approved by the Engineer and Owner prior to being put into service. The Contractor shall fully describe the appropriate access routes to all his/her employees, subcontractors and material delivery personnel.

The Contractor shall be responsible for maintaining existing haul routes. At the completion of the project, these areas shall be returned to their original lines and grades and shall be restored to a condition equal to or better than original. All non-paved areas that are disturbed by Contractor's haul roads, staging area, etc., shall be re-seeded and restored to their original or better condition by the Contractor at no additional cost to the Airport Owner.

The Contractor shall coordinate haul routes, closures and schedules with other projects which may be underway during the same time period as this contract.

The Contractor shall control and coordinate the material (supplies) that are hauled to and from work area. Delivery of equipment and materials to the area of work shall be by way of the access route shown on the Construction Safety Drawings (Appendix 1) or designated by the Airport Owner or Engineer.

The Contractor shall maintain all haul routes and work areas in a dust free condition at all times. The Contractor shall control dust from the construction operations by vacuum type sweeping, watering or other methods as approved by the Engineer. Contractor shall have equipment (in operating condition) on site, at all times, to control dust. If the Contractor fails to comply with this requirement, construction will be suspended until a plan for controlling the dust is approved by the Engineer. Landside haul routes, boulevards and drives shall be kept clean by use of a vacuum sweeper on a daily basis as required. Application of water on dirt or gravel haul routes must be

provided as often as necessary. Haul roads in any airport traffic areas must be especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations.

The existing access roads shall remain open and accessible for airport personnel at all times. Special attention must be given to ensure that if construction traffic is to share or cross any emergency routes that first responder right of way is not impeded at any time, and that construction traffic on haul roads do not interfere with NAVAIDs or approach surfaces of operational runways.

Portions of the project area(s) shall be bounded by the low profile barricades identifying Contractor personnel and vehicle area operation limits. The locations of any barricaded project limits, haul routes, Contractor Staging Areas, and associated safety and security details are also provided graphically in the attached exhibits.

**iv. Marking and Lighting of Vehicles:**

When any vehicle or piece of equipment, other than one that has prior approval from the Airport Owner, must operate on an airport, it shall be escorted and properly identified.

The Contractor shall limit access within the airport security fence to authorized vehicles. All authorized vehicles shall have a vehicle dash board placard permit issued by the Airport Owner or an identification sign on both sides of the vehicle containing the Contractor's company name. Private vehicles of the Contractor's personnel must be parked outside the airport security fence and will not be allowed within the airport security fence at any time.

All vehicles operating on the airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons or orange and white flags during daylight hours. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares, and shall be replaced by the contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Airport Owner's Representative.

**v. Description of Proper Vehicle Operations:**

The Contractor shall be required to follow guidance on the additional identification and control of construction equipment per the Airport's Security Plan. No Contractor's vehicle or pedestrian crossing of active runways or taxiways will be allowed at any time during the work of this Contract, unless otherwise specified. No deviation from the pedestrian and vehicle routes to and from the Project Areas will be allowed unless specific permission has been granted by the Airport Owner.

The ground movement of aircraft shall have the right-of-way at all times, and the Contractor's vehicles and equipment shall yield to aircraft at all times.

**vi. Required Escorts:**

At no time shall active taxiways or taxilanes be crossed by construction equipment without notification and proper approval/clearance from radio-trained gate guards or Airport Operations.

Only Airport Personnel and Contractor employees trained by the Airport can serve as escorts for crossing runway, taxiways, or taxilanes.

**vii. Training Requirements for Vehicle Drivers:**

Training not applicable. See required escort section above.

**viii. Situational Awareness:**

Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall, at all time, conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.

Vehicle drivers must confirm by personnel observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

**ix. Two-way Radio Communication Procedures:**

Two-way radio communications are required between Contractors and airport personnel. Vehicular traffic located in or crossing an active movement area shall be directed by a flag person in radio contact with airport personnel. Prior to proceeding into the active movement area, all drivers shall confirm through personal observation that no aircraft is approaching the vehicle position. Construction personnel may operate in movement areas without two-way radio communication provided a NOTAM is issued closing the area, and provided that the area is properly marked to prevent incursions.

The Contractor shall comply with proper radio usage, including read back requirements and proper phraseology including the International Phonetic Alphabet.

**x. Maintenance of the Secured Area of the Airport.**

Airport Owner and contractors must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. Access shall be made available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

**c. Security.**

In general, security in the construction area is the responsibility of the Contractor.

The Contractor shall be responsible for maintaining security at all access gates used during the project and will be held liable by the Airport Owner for any breach of security. No gate shall be left open. The Contractor shall be required to post a guard at the gate to open and close the gate for personnel and equipment. No gate shall be left open. Guard shall be responsible for ensuring that no unauthorized persons or vehicles enter the secure area. Temporary gates shall be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people.

The Contractor and the Surety shall indemnify and save harmless the Airport Owner, Engineer and third party or political subdivision from any and all breaches of security and shall indemnify the Airport Owner for any fines, expenses and damages which it may be obliged to pay by reason of any breach of security resulting from the Contractor's actions at any time during the prosecution of the work.

### 3.6 WILDLIFE MANAGEMENT.

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

- a. **Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.
- b. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.
- c. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.
- d. **Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).
- e. **Disruption of existing wildlife habitat.** Not applicable to this project.

Contractor shall take immediate remedial action to remove wildlife attractants should any occurrence be noted. Contractor shall immediately report to the Engineer and Airport Owner should any wildlife congregation be noted, and in particular if mammals enter the airport through the construction gate.

### 3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Special care and measures shall be taken to prevent Foreign Object Debris (FOD) damage when working in an airport environment. Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. The Contractor shall be responsible for implementing an approved FOD Management Plan prior to the start of construction activities. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chainlink enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Airport Owner's Representative and Airport Operations Manager.

### 3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the Contractor is required to develop a spill prevention plan and response procedures for vehicle operations prior to the start of construction activities. This includes maintenance of appropriate MSDS data and appropriate prevention and response equipment on-site.

Fueling Procedures and Spill Recovery Procedures shall be in accordance with Fire Code, latest edition, and the National Fire Protection Association standard procedures for spill response, latest edition. If fueling is to take place in the staging area, it must be away from catch basins. Contractor must have spill containment kits on site.

In the event of a fuel spill or the spill of other hazardous materials, the Contractor shall immediately notify the Airport Owner and the Engineer, the , the Environmental Protection Agency, the Owner and the Engineer.

Contractor shall abide by the specific requirements contained in the Technical Specifications of this contract.

### 3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

The following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.

- a. **Maintenance of a list of Responsible Representatives/Point of contact.** A list of responsible representatives and points of contact shall be created by the Engineer, the Airport and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda. Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the Engineer. Contractor points of contact shall be incorporated into the contractor's SPCD.
- b. **Notices to Airman (NOTAM).** Only the Airport Owner may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway or taxiway. The Airport Owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Airport Owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the airport personnel and the airports duly appointed construction management representative. Reference Section 3.2 for planned closures for this project, which require issuance of a NOTAM.

- c. **Emergency Notification Procedures.** In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the

various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties. Emergency points of contact shall be incorporated into the contractor's SPCD.

- d. Accidents.** The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance for the work, whether on or adjacent to the site which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Airport Owner.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer giving full details of the claims.

- e. Coordination with Emergency Response Personnel.** The Contractor shall coordinate, through the duly appointed airport representative, with emergency response personnel, mutual aid providers and other emergency services if construction requires the following:

- ) The deactivation and subsequent reactivation of water lines or fire hydrants, or
- ) The re-routing, blocking and restoration of emergency access routes, or
- ) The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

- f. Notification to the FAA.**

- i. Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, is used for this purpose and submitted to the appropriated FAA Airports Regional or District Office. A 7460-1 form for this project has been completed and submitted by the Engineer for using equipment with a maximum height of 25 feet. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment which the Contractor will use which is taller than the equipment used in the above 7460-1 submission. The Engineer will be responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment in his SPCD, including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used

- ii. Part 157.** It is not anticipated that Part 157 notifications will be required for this project.

- iii. NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, contact: 866-432-2622.

**1. Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

**2. FAA owned.** The Airport Owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes

impacts to NAVAIDs. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Airport Owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the Engineer, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, provide seven days notice to schedule the actual shutdown.

### 3.10 INSPECTION REQUIREMENTS.

- a. **Daily (or more frequent) inspections.** Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 2 of this document. In addition to Contractor's required inspections, airport operations will inspect the construction site three (3) times a day to ensure compliance with the CSPP and the SPCD. The Airport Owner's Representative will have full-time inspectors monitoring activity throughout construction. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.
- b. **Final inspections.** A final inspection with the Airport Owner's Representative, Airport and Contractor will take place prior to allowing airport operations.

### 3.11 UNDERGROUND UTILITIES.

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

Prior to opening an excavation, effort shall be made to determine whether underground installation: i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate locations of such an installation, the exact locations shall be determined by careful hand probing or hand digging, and/or use of a vacuum truck, and when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

The information concerning underground utilities was compiled from information and sketches furnished by or obtained from utility companies and the Airport. The Airport Owner and the Engineer do not guarantee their accuracy. The Contractor is advised to determine the exact locations from the available sources of information or provide his own means of detection. The only case in which the Engineer will consider redesign or relocation of a proposed facility in the project is when an existing utility is located within the construction limits. In this case, the Engineer will work with the Airport Owner to determine the appropriate action to resolve the conflict. If such relocation is impossible, the Engineer will consider redesign or relocation of the proposed facilities. In both cases, Contractor shall be responsible for all underground utilities and shall not be separately compensated for delays or extra cost.

Note that services do not include locating FAA and Airport Owner facilities.

### 3.12 PENALTIES.

Failure on the part of the contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport Owner may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be prohibited from working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established by the Airport.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

### 3.13 SPECIAL CONDITIONS.

In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any emergency or rescue vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

Special conditions that could require suspension of the construction work include the following: aircraft in distress, aircraft accident, security breach, VIP operation, vehicle/pedestrian deviation, severe weather, or failing to abide by this Construction Safety and Phasing Plan and/or the Safety Plan Compliance Document.

### 3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

This topic includes marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

- a. **General.** Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

Plastic Closed Runway Markers shall be provided by the Contractor as part of this contract.

- b. **Markings.** Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.
- c. **Lighting and visual NAVAIDs.** All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe.

- d. **Signs.** Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition. Airfield signage will be installed and/or replaced along impacted taxiways and taxilanes.
- e. **Maintenance of Airport Lighting.** All existing airfield lighting circuits shall be maintained in full operation throughout the period of this Contract. Where disconnections are required, such work shall be scheduled at such times and in such a manner as approved by the Airport Owner. The Contractor is required to allow the full use of airfield lighting circuits in open movement areas during night operations and during periods of low visibility. The Contractor shall provide such temporary lights and cables as required to maintain full use of existing airfield lighting circuits. Temporary above ground lighting cables, if approved, shall be delineated with stakes and flagging at the direction of the Engineer.

### 3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix 1. It shall be the Contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications, as applicable.

### 3.16 HAZARD MARKING AND LIGHTING.

- a. **Purpose.** Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations.
- b. **Equipment.** Low Profile Barricades of the type detailed in the project drawings with red omnidirectional flashing lights shall be placed outside the safety area of intersecting taxiways at the edge of the closed airfield surfaces and the project work limits. Layout locations for this equipment are as shown on the Construction Safety Drawings and attached exhibits, reference Appendix 1.

Plastic Drum Type Barricades of the type detailed in the project drawings with omnidirectional flashing lights shall be placed. Layout locations for this equipment are as shown on the Construction Safety Drawings and attached exhibits, reference Appendix 1.

The Contractor shall 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 Owner. Lighting should be checked for proper operation at least once per day, preferably at dusk.

### 3.17 PROTECTION OF AIRFIELD AREAS.

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations.

- a. **Runway Safety Area (RSA).** A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.

Runway	Aircraft Design Group	RSA Distance from		RSA Width	RSA Length from End of Runway
		Centerline	Holdline		
16-34	B-I	60 ft.	125 ft.	120 ft.	240 ft.

No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Holdline must be approved with Airport Operations prior to starting work.

The Airport Owner must coordinate any adjustment of RSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and issue a NOTAM.

Open trenches or excavations are not permitted within the RSA while the runway is open. The Contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas. There shall be no stockpiled materials or equipment stored within the limits of the RSA.

After the runway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

- b. **Runway Object Free Area (ROFA).** Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

Runway	Aircraft Design Group	ROFA Distance from Centerline	ROFA Width	ROFA Length from End of Runway
16-34	B-I	125 ft.	250 ft.	240 ft.

- c. **Taxiway Safety Area (TSA).** The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	Aircraft Design Group	TSA Distance from Centerline	TSA Width
All	B-I	24.5 ft.	49 ft.

Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

The Airport Owner must coordinate any adjustment of TSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and issue a NOTAM.

After the taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Airport Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

**d. Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway/taxilane object free area during normal operations. Thus the restrictions are more stringent. No construction equipment may be parked within the TOFA while the taxiway/taxilane is open for aircraft operations.

Construction activity may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

- (i) Appropriate NOTAMs are issued.
- (ii) Marking and lighting meeting the provisions above are implemented.
- (iii) 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 airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

Taxiway	Aircraft Design Group	TOFA Distance from Centerline	TOFA Width
All	B-I	44.5 ft.	89 ft.

Taxilane	Aircraft Design Group	TLOFA Distance from Centerline	TLOFA Width
All	B-I	39.5 ft.	79 ft.

**e. Obstacle Free Zone (OFZ).** Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.

**f. Runway approach/departure surfaces.** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the Airport Owner with the appropriate FSS and ATO/Technical Operations (for affected NAVAIDS) and airport users.

Runway End	Aircraft Approach Category	Airplane Design Group	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
16	B	I	240 ft.	20:1 to 200 feet behind threshold
34	B	I	240 ft.	34:1 to 200 feet behind threshold

### 3.18 OTHER LIMITATIONS ON CONSTRUCTION.

**A. Prohibitions.** The following prohibitions are in effect for the duration of this project:

1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
2. No use of open flame welding or torches unless fire safety precautions are provided and the airport owner has approved their use.
3. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.
4. No use of flare pots within the AOA.

**B. Restrictions.**

- i. Construction suspension required during specific airport operations – Not Applicable
- ii. Areas that cannot be worked on simultaneously – work Areas B and C
- iii. Day or night construction restrictions – Night work not permitted
- iv. Seasonal Construction Restrictions – Not Applicable

**APPENDIX 1**

**LOCATION MAP**

**(Sheet GI001 of the Contract Drawings)**

**GENERAL PLAN**

**(Sheet GI 101 of the Contract Drawings)**

**CONSTRUCTION SAFETY DRAWINGS & DETAILS**

**(Sheets GC101 of the Contract Drawings)**

**APPENDIX 2**

**CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST**

## Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety Area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovers holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the contractor may use to aid in identifying and correcting potentially hazardous conditions.

### Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			<input type="checkbox"/>
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			<input type="checkbox"/>
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			<input type="checkbox"/>
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			<input type="checkbox"/>
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			<input type="checkbox"/>
Tall and especially relatively low visibility units (that is, equipment with slim profiles) –cranes, drills, and similar objects—located in critical areas, such as OFZ and approach zones.			<input type="checkbox"/>
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on an apron, open taxiway, or open taxi lane or in related safety, approach, or departure area.			<input type="checkbox"/>
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose			<input type="checkbox"/>

materials may blow about, potentially causing personal injury or equipment damage.			
Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			<input type="checkbox"/>
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			<input type="checkbox"/>
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			
Obliterated or faded temporary markings on active operational areas.			<input type="checkbox"/>
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			<input type="checkbox"/>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			<input type="checkbox"/>
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			<input type="checkbox"/>
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			
Lack of radio communications with construction vehicles in airport movement areas.			<input type="checkbox"/>
			<input type="checkbox"/>

Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.			
Item	Action Required	or	None
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.			<input type="checkbox"/>
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			<input type="checkbox"/>
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.			<input type="checkbox"/>
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.			<input type="checkbox"/>
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.			<input type="checkbox"/>
Site burning, which can cause possible obscuration.			<input type="checkbox"/>
Construction work taking place outside of designated work areas and out of phase.			<input type="checkbox"/>

**APPENDIX 3**

**CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)**

(The SPCD Certification is located in the Proposal Section)

# SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Location: \_\_\_\_\_

Project Name: \_\_\_\_\_

## **General Statement:**

The Construction Safety and Phasing Plan (CSPP), identified as Attachment “A” to Section 80, has been prepared in accordance with FAA Advisory Circular 150/5370-2F, *Operational Safety on Airports During Construction and the requirements of the Airport Owner*. The CSPP has been submitted to the FAA for review and comment. Any comments from the FAA which were received prior to bid opening have been incorporated into the CSPP.

In the event that the FAA transmits comments which require that the CSPP be revised after bid opening, I understand that I am obligated to abide by the conditions and statements contained in the revised CSPP. I further understand that I will be given the opportunity to evaluate the revised CSPP as it relates to my contract and request appropriate compensation in accordance with the provisions of the contract.

## **Supplemental Information:**

Where the CSPP covers a subject and no additional information is needed, the statement below reads, “No supplemental information required”. Where additional information is required by the Contractor, the information shall be provided in the spaces below.

The section numbers below correspond with the section numbers in the CSPP.

### **3.1 Coordination**

**Statement:** [Explain how you will distribute information and details of meetings to employees and subcontractors.]

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### **3.2 Phasing**

**Statement:** [List the number of days each Work Area will take. State the time day work will start and finish for each work area.]

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### **3.3 Areas and operations affected by the construction activity**

**Statement:** Information is provided in the CSPP. No supplemental information is required.

### 3.4 Protection of NAVAIDs

**Statement:** Information is provided in the CSPP. No supplemental information is required.

### 3.5 Contractor Access

**Security Statement:** [Explain how you will maintain integrity of the airport security fence at the access gate, e.g.: Gate guards, closed and locked gates, temporary fencing, etc.]

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**Training Statement:** [List individuals who will receive driver training (for certificated airports and as requested.)]

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**Communication Statement:** [Identify types of radios, if any, you will use to communicate with drivers and personnel. Identify who will be monitoring radios. Identify a contact person and phone number if ATCT cannot reach the contractor's designated person by radio.]

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**Escort Statement:** [Identify who will escort material delivery vehicles.]

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### 3.6 Wildlife Management

**Statement:** [Identify who will be monitoring wildlife in the construction area. Identify who will be monitoring wildlife at the construction gate.]

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### 3.7 Foreign Object Debris (FOD) Management

**Statement:** [Identify who will be preparing a FOD Management Plan. (Plan must be approved prior to the start of construction activities.)]

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**3.8 Hazardous material (HAZMAT) management**

**Statement:** [Identify who will be preparing a Spill Prevention Plan. (Plan must be approved prior to the start of construction activities.)]

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**3.9 Notification of construction activities.** Provide the following:

**Key Personnel Statement:** [Identify your key personnel points of contact with phone numbers.]

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**Emergency Contacts Statement:** [Identify your emergency contacts with 24 hour phone numbers.]

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**Equipment Statement:** [Part 77: Identify equipment you will be using that is taller than 25 feet, including on-site batch plants. Identify the maximum height it will be extended to during construction for each Work Area and the expected duration. Identify when during the day it will be used.]

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**3.10 Inspection requirements.**

**Statement:** [Identify the person who will be responsible for daily inspections to ensure conformance with the CSPP. Describe additional inspections you will employ, if any, to ensure conformance.]

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**3.11 Underground utilities.**

**Statement:** [Discuss proposed methods of identifying and protecting underground utilities.]

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**3.12 Penalties**

**Statement:** Information is provided in the CSPP. No supplemental information is required.

**3.13 Special conditions.**

**Statement:** [Identify who will be responsible for moving equipment and personnel from the work area and vacating the area in the event of a special condition listed in the CSPP.]

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**3.14 Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs.

**Statement:** Information is provided in the CSPP. No supplemental information is required.

**3.15 Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.

**Statement:** Information is provided in the CSPP. No supplemental information is required.

**3.16 Hazard marking and lighting.**

**Statement:** [Identify who will be responsible for maintaining hazard marking and lighting. Include a 24 hour phone number.]

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**3.17 Protection of taxiway and runway safety areas.** Include object free areas, obstacle free zones, approach/departure surfaces and safety areas as required. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

Equipment and methods for maintaining Taxiway/Taxilane Safety Area standards.

**Statement:** Information is provided in the CSPP. No supplemental information is required.

Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

**Statement:** Information is provided in the CSPP. No supplemental information is required.

**3.18 Other limitations on construction.**

Other limitations are identified in the CSPP and do not require an entry in this document.

**APPENDIX 4**  
**SPOIL DEPOSITION RELEASE FORM**

# SPOILS DEPOSITION RELEASE FORM

To: \_\_\_\_\_ (OWNER), and  
\_\_\_\_\_ (ENGINEER).

Project: \_\_\_\_\_

This SPOILS DEPOSITION RELEASE FORM is being forwarded to the above referenced OWNER and ENGINEER to satisfy the Contract Documents governing the above referenced project. Pursuant to the Contract Documents, LANDOWNER has granted permission to CONTRACTOR to deposit spoils at LANDOWNER'S property located at \_\_\_\_\_ (give specific location).

Further, CONTRACTOR hereby agrees to the greatest extent of the law, to release, indemnify, hold harmless, and defend the OWNER and ENGINEER from any and all damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by or arising out of the deposition of the spoils on LANDOWNER'S property.

**CONTRACTOR:**

**LANDOWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Written Name & Title

\_\_\_\_\_  
Written Name & Title

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

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

\_\_\_\_\_  
Mailing Address (Street Name and Number)

\_\_\_\_\_  
Mailing Address (Street Name and Number)

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

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

\_\_\_\_\_  
Daytime Phone Number (Include Area Code)

\_\_\_\_\_  
Daytime Phone Number (Include Area Code)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

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

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

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

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

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

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable 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.

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.

Bituminous 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 or ASTM D633 for tars.

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

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

Cement will be measured by the ton or hundredweight.

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 term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

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

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by 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 for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

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

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

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

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

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

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

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

**90-02 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 the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

**90-03 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 the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, 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 Engineer’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 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.

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

**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 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 the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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

From the total of the amount determined to be payable on a partial payment, percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance, % of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, 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 the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

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.

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**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 so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at 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 his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

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

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

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

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 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 the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's

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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 the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

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 subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**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. 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.
- 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:
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) 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 fourteen (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.

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- 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.
  - i. The Owner and Engineer shall perform a warranty inspection with the Contractor approximately three (3) months before the end of the one year warranty period.

**90-11 Project closeout.** 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 subsection 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.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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## Section 100 Contractor Quality Control Program

**100-01 General.** When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

### **100-02 Description of program.**

- a. **General description.** The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least five (5) calendar days before the preconstruction conference or the start of work, whichever occurs earliest. The Contractor's Quality Control Plan

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and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

**100-03 Quality control organization.** The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

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

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

- a. **Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

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The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

- b. Quality control technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.
- (3) Performance of density tests for the Engineer when required by the technical specifications.

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

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

**100-04 Project progress schedule.** The Contractor shall submit a coordinated construction schedule for all work activities. The 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 in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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.

**100-05 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a.** Specification item number

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- b. Item description
  - c. Description of submittal
  - d. Specification paragraph requiring submittal
  - e. Scheduled date of submittal

**100-06 Inspection requirements.** Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

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

- a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.
- b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

**100-07 Quality control testing plan.** As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

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

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

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

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

**100-08 Documentation.** The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have

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been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

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

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

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

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

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

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

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

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

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

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**100-09 Corrective action requirements.** The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

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

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

**100-10 Surveillance by the Engineer.** All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-11 Noncompliance.**

- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
  - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
  - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

**END OF SECTION 100**

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## **Section 105 Mobilization**

**105-1 Description.** This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-1.1 Posted notices.** Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-2 Basis of measurement and payment.** Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

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

**END OF SECTION 105**

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## Section 200 Special Provisions to the General Provisions

### 200-01 Special Provisions to Section 10.

#### **Additions to the end of Section 10-06 Airport.**

The name of the Airport where this project is located is Georgetown, CA.

#### **Additions to the end of Section 10-20 Engineer.**

The Engineer for this project is C&S Engineers, Inc., 8950 Cal Center Drive, Suite 112, Sacramento, CA 95826.

#### **Additions to the end of Section 10-24 Federal Specifications.**

They may be obtained from:

DODSSP  
Standardization Document Order Desk  
700 Robbins Avenue, Bldg. 4D  
Philadelphia, PA 19111-5094

#### **Additions to the end of Section 10-33 Owner.**

Whenever the words “Owner”, “Sponsor”, or “Party of the first part” are used, the same are understood to mean the or its representative duly authorized to act.

#### **10-53 Contract Drawings.** The Plans.

**10-54 Subcontractor.** The subcontractor refers any individual, firm, or corporation to whom the contractor, with approval of the Owner, sublets any part of work.

**10-55 Time and Materials Work.** An item or items of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified and an agreed price cannot be agreed upon. The Contractor shall perform this work and the Owner agrees to pay the Contractor based upon the work performed by the Contractor's employees and subcontractors, and for materials and equipment used in the construction (along with the Contractor's allowed overhead and profit).

**10-56 Design Engineer.** The individual(s), partnership(s), firm(s), or corporation(s) duly authorized by the Owner to be responsible for design services. The Design Engineer for this project is C&S Engineers, Inc. 8950 Cal Center Drive, Suite 112, Sacramento, CA 95826.

### 200-02 Special Provisions to Section 20.

**In the first sentence of the first paragraph of 20-02 Qualification of bidders, DELETE, “Each”, and INSERT the following, “Within one week of receiving a written request, the”.**

#### **Additions to the end of Section 20-02 Qualification of bidders.**

- e. A list of the categories of work to be performed by the bidder's work force and a list of work to be subcontracted out (See Section 80-01).
- f. A list of construction projects completed in the past five years. The list shall include the project name, completion date, total contract value, value of bidder's portion of the work, engineer and owner contact information (names and phone numbers).

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- g. A list of construction projects in progress and under contract including the project name, percent complete, estimated completion date, total contract value, value of bidder's portion of the work, engineer and owner contact information (names and phone numbers).
  - h. A Schedule of Values showing the following information:
    - 1. For each lump sum bid item: Provide a breakdown of values for major products, assemblies or operations, indicating separate amounts for (a) purchased materials, (b) labor, and (c) construction equipment, which total to the lump sum price bid for each item.
    - 2. For each unit price bid item: Provide a breakdown of values for the unit price allocated to (a) purchased materials, (b) labor, and (c) construction equipment which total to the unit price bid for each item.

The Schedule of Values will be reviewed by the Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent low bidder upon request. The Schedule of Values shall serve as a basis for computing progress payments during construction for installed portions of lump sum items, and to assist the Engineer in determining if change order costs are reasonable.

- i. The bidder and all subcontractors shall provide evidence of appropriate state contracting license for the categories of work performed. The bidder must have a Class A or C32 License, or suitable combination thereof, as determined by the California State License Board.

**Additions to the end of Section 20-03 Contents of proposal forms.**

Only original proposals issued by the Owner or Owner's Representative will be acceptable. Duplicated proposals, or proposals that are available for viewing from the various plan holders' websites which are downloaded and/or printed will be considered irregular.

**Additions to the beginning of Section 20-07 Preparation of proposal.**

DO NOT REMOVE the Proposal from the Contract Documents. All parts of the Contract Documents must be submitted with the proposal.

**Additions to the end of the second paragraph of Section 20-07 Preparation of proposal.**

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

**Addition to paragraph 20-09 Irregular proposals. After paragraph e, ADD the following:**

- f. If the DBE statement is incomplete.

**In the first sentence of the first paragraph of Section 20-10 Bid guarantee, after "shall be accompanied by a certified check," INSERT the following, "bid bond,"**

**Additions to the end of Section 20-11 Delivery of proposal.**

No faxed or emailed proposal will be accepted. The official time shall be kept locally by the Owner.

**20-15 Addenda and interpretation.** No interpretation of the meaning of the Contract Documents, Contract Drawings or other portions of the Contract will be made orally. Every request for such interpretation must be in writing and addressed to C&S Engineers, Inc., , and to be given

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consideration must be received at the above address at least seven (7) days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, when issued, will be sent by certified mail with return receipt requested, or by confirmed facsimile to all holders of Contract Documents at the respective addresses furnished for such purposes, not later than twenty-four (24) hours prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

### **200-03 Special Provisions to Section 30.**

#### **Additions to the end of the first paragraph of Section 30-01 Consideration of proposals.**

Where discrepancies in the unit bid prices occur, and where discrepancies in the product of the quantities and unit bid prices occur, and where discrepancies in the summation of the products occur, the Owner will make the necessary corrections and the corrected values will be used in the Owner's consideration of proposals.

#### **Additions to the end of Section 30-02 Award of contract.**

The Owner reserves the right to award only the Base Bid, to award any Alternate Bid (if Alternates are an option), or to award either the Base Bid or the Alternate Bid plus any or all Add-On Bids (if Add-On bids are an option). Where discrepancies occur that affect the bid total(s) as described in the subsection titled CONSIDERATION OF PROPOSALS, the contract amount awarded will reflect the corrected values.

Where alternate bids and/or add-on bids are included in the proposal, the lowest qualified bidder will be determined by comparison of the combination of base bid, or alternate bid, plus add-on bids which are chosen by the Owner to be awarded.

#### **Additions to the end of Section 30-06 Execution of contract.**

The Contractor shall also furnish the required insurance certificates in accordance with the subsection titled RESPONSIBILITY FOR DAMAGE CLAIMS of Sections 70 and 200. The successful bidder shall recognize that the proposal included in the contract for execution may differ from the proposal which was submitted with their bid. The proposal included in the contract for execution will include corrections to discrepancies which were discovered during the Owners consideration of proposals, and will contain only the pages from the successful bidder's proposal which cover the bids which were awarded. As a result, the proposal pages in the contract to be executed may contain pages which are not consecutively numbered due to the intentional omission of those proposal pages which cover bids that were not awarded.

49 CFR Part 26 provides that each contract the owner signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

“The contractor, sub-recipient 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 (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”



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## **200-04 Special Provisions to Section 40.**

### **Additions to the end of Section 40-02 Alteration of work and quantities**

However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

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

### **Additions to the end of Section 40-04 Extra work.**

Extra work to be performed on the basis of agreed prices where no applicable unit or lump sum prices have been included in the Contract shall be based upon the Contractor's price analysis for the work. The price analysis will be completed as outlined in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

**40-09 Debris.** The Contractor shall remove all debris and rubbish resulting from his work at frequent intervals, and upon the order of the Engineer. Upon completion, Contractor shall leave the premises broom-clean and everything in perfect order and repair. Upon neglect or refusal of Contractor to keep the premises clean, the Engineer shall have the authority to have such work performed, and the cost of the same shall be charged to the Contractor in default and collected from any monies which have or may become due on this Contract; and the Engineer shall issue no certificates of payment on the Contract until premises are clean, in good order, and all claims created properly adjusted.

## **200-05 Special Provisions to Section 50.**

### **Additions to the end of Section 50-03 Coordination of contract, plans, and specifications.**

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

### **Additions to the beginning of the third paragraph of Section 50-06 Construction layout and stakes.**

Additional construction staking and layout may be required by technical specifications.

### **Additions to the end of Section 50-16 Claims for adjustment and disputes.**

A. In accordance with Public Contract Code sections 20104 et seq. and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the Owner shall be resolved under the following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public Contract Code section 10240 et seq.

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- B. All Claims: All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or to which the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- C. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided promptly upon written request by the Owner. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- D. Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 Days of receipt, or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. The Owner's response shall be submitted within 30 Days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- E. The Contractor will submit all claims in the following format.
- a. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
  - b. List of documents relating to claim
    - i. Specifications.
    - ii. Drawings
    - iii. Clarifications (Requests for Information)
    - iv. Schedules
    - v. Other.
  - c. Chronology of events and correspondence.
  - d. Analysis of claim merit.
  - e. Analysis of claim cost.
  - f. Analysis of time impact analysis in CPM format.

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- g. Cover letter and Contractor's certification of the claim, including claims from subcontractors of any tier, in accordance with Government Code sections 12650 et seq.
  - F. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 Days.
  - G. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
  - H. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by Owner, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

**50-17 Removal of water.** The Contractor shall at all times during construction, provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of materials or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, the excavation and maintenance of ditches and sluiceways and the furnishing and operation of pumps, wellpoints and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.

Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations at the sites of structures shall be dewatered by lowering and maintaining the groundwater beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or other materials thereon.

Where the presence of fine granular subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick condition, the Contractor shall install and operate a suitable dewatering system to prevent the upward flow of water during construction.

When the water table is within the capillary rise of silt/clay subsurface material, the Contractor shall select and operate his equipment in a manner to prevent the deterioration of the working surface due to the upward flow of water during construction.

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The effluent pumped from the dewatering system shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.

Unless otherwise directed by the Engineer or shown on the Contract Documents, the water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled to the original grade or proposed grade.

Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than two (2) feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two (2) feet above the water level as indicated by the observation wells.

The wellpoint system shall be designed or installed by or under the supervision of an organization whose principal business is wellpointing and has at least five (5) consecutive years of similar experience and can furnish a representative list of satisfactory similar operations. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and/or construction of other structures. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the dewatering system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week when directed.

Wellpoints shall be installed in the center of a sand wick drain which shall be placed by means of a sanding shell or other approved means to provide a sand core not less than ten (10) inches in diameter.

Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than fifty (50) feet along the opposite side of the trench from the header pipe and line of wellpoints, or around the excavation for a structure or as shown on the Contract Drawings, to a depth of at least five (5) feet below the proposed excavation. In addition, one wellpoint in every fifty (50) feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation wells shall be not less than one and one-half (12) inch in diameter.

Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

Any damage caused by improper handling of water shall be repaired by the Contractor at his/her own expense.

#### **200-06 Special Provisions to Section 60.**

##### **Additions to the end of 60-01 Source of supply and quality requirements.**

All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification.

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The Contractor shall prepare a project Operations and Maintenance (O&M) Manual for the Owner. The O&M Manual shall consist of approved certification submittals, approved shop and setting drawing submittals, approved catalogue data submittals, and Operations & Maintenance Manuals for equipment installed that have operating procedures and/or maintenance requirements associated with them. The O&M manual shall be neatly bound in a properly sized 3-ring binder and tabbed by specification section. The O&M Manual shall be submitted to the Engineer prior to final payment to facilitate project closeout.

**Additions to the end of the second paragraph of Section 60-02 Samples, tests, and cited specifications.**

THE COST OF ALL FAILING TESTS SHALL BE BORNE BY THE CONTRACTOR.

**Additions to the end of the first paragraph of 60-03 Certification of compliance.**

Manufacturer's certificates of compliance shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer, and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

**60-09 Shop and setting drawings and catalogue data.** All materials and equipment used in the work shall be submitted to the Engineer for review by the Engineer for approval prior to ordering the equipment. All information required for the Engineer's review of each particular pay item shall be sent as one submittal. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Drawings and data shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and re-submittals. The Contractor is solely responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

Shop and setting drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, all the necessary details, pertaining to coordinating the work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and any other items of information that are required to demonstrate detail compliance with the Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Engineer will not review any drawings that are not properly identified or that do not contain complete data on the work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

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The Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Contract Documents or with the Engineer's instructions. Such review does not indicate approval of every detail of the drawings nor of the work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the work.

No work covered by shop and setting drawings shall be done until the drawings have been reviewed and found acceptable by the Engineer. No payment shall be made on any item for which submittals are not received and found acceptable by the Engineer.

**60-10 Electrical shop drawings.** Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where standard electrical control equipment having complex internal wiring is required, such as control panels, generator transfer panels, electric or electronic instruments and similar items, the detail shop wiring diagrams for such equipment will not be required, and, if submitted, will in general not be reviewed. The submittal for each such item of equipment shall, however, include an elementary diagram of the input and output elements which require connections to external equipment, and/or a complete step by step description of the control action of the equipment being submitted. In the event that any questions arise as to the type of information to be presented on the submittal, the supplier shall direct inquiries to the Engineer through the Prime Contractor in advance of the preparation of his/her submittal.

**60-11 Substitute items.** If in the Engineer's sole judgment an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it will be considered a substitute item. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following and as the Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make a written application through the Engineer to the Engineer for acceptance thereof, certifying that the substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with the Owner for work on the Project) to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor,

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at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the substitute. The Engineer may require the Contractor to furnish additional data about the substitute.

- A. Engineer's Evaluation.** The Engineer will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Engineer will record time required by the Engineer and the Engineer's Consultants in evaluating substitutes proposed or submitted by the Contractor and in making changes in the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. The Engineer's charges shall be at the same rates the Engineer charges for such services to the Owner.
- B. Contractor's Expense.** All data to be provided by the Contractor in support of any substitute item will be at the Contractor's expense. In order to aid the Engineer in determining the equality of an or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. The Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. Whether or not the Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's Consultants for evaluating each such substitute item. The costs for evaluating substitute items shall be deducted from the Owner's payment to the Contractor.

**60-12 Submittal procedure.** The following procedure has been established for the submittal and processing of shop and setting drawings, working drawings, and catalogue data. Departures from this procedure may result in delay and misunderstandings.

- A.** All information required for the Engineer's review of each particular pay item shall be sent as one submittal to the Engineer with an attached submittal cover sheet. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time.
- B.** In submitting certifications, drawings, catalog data, and similar items for review, one (1) electronic copy shall be submitted via e-mail. One (1) electronic copy will be returned to the Contractor via e-mail and bearing the review stamp. The Contractor shall provide one (1) hard copy of each submittal for inclusion in the O&M Manual prior to contract closeout.

The Engineer shall be responsible for printing sufficient copies of each submittal for their own records. The Contractor shall be responsible for printing sufficient copies of each submittal for their own records and distributing to each of the other prime or subcontractors whose work is to be correlated with such submittals.

- C.** Submittals will be stamped by the Design Engineer as follows:

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1. "Approved", if no change or rejection is made.
  2. "Approved as Noted", if minor changes or additions are made, but re-submittal is not considered necessary. All copies will bear the corrective marks.
  3. "Revise and Resubmit", if the changes requested are extensive. In this case, re-submittal after correction is necessary and the same number of copies shall be included in the re-submittal as in the first submittal.
  4. "Rejected", if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications.
  5. "Submit Specified Item", if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications.

**D.** Unless otherwise approved in specific cases, all submittals must be transmitted by the Prime Contractor, not by the Subcontractors or vendors.

Any changes in re-submittals, other than those indicated as requested, must be specifically brought to the attention of the Design Engineer. Changes or additions shall not be made in, or to, any fabricated item, part or material without having a re-review.

#### **200-07 Special Provisions to Section 70.**

**In the second sentence of the first paragraph of Section 70-01 Laws to be observed, after “indemnify the Owner”, INSERT the following, “ the Engineer,” and after “all of his of her officers”, INSERT the following, “ directors, representatives,”.**

**In the second sentence of the first paragraph of Section 70-03 Patented devices, materials, and processes, after “hold harmless the Owner,”, INSERT the following, “ the Engineer,” and after “shall indemnify the Owner,”, INSERT the following, “ the Engineer”.**

**Additions to the end of Section 70-10 Protection and restoration of property and landscape.**

The Contractor shall indemnify the Owner for any and all costs for the repair or replacement of the Owner’s property including, but not limited to, buildings and roads, which arise from or in any manner grow out of any act or neglect on or about the Project site by the Contractor and anyone for whom the Contractor is legally liable.

**At the beginning of the first sentence of Section 70-11 Responsibility for damage claims, DELETE, “The” and INSERT the following, “In addition to the obligations to defend, indemnify, and save harmless set forth elsewhere in Section 70, the”.**

**In the first sentence of Section 70-11 Responsibility for damage claims, after, “The Contractor shall”, INSERT the following, “defend”. After, “Engineer and the Owner and their”, INSERT the following, “respective representatives, directors,”. After, “employees from all suits, actions,”, INSERT the following, “damages, costs, expenses”. After, “or claims, of any character”, INSERT the following, “(including attorney’s fees) and liability (including statutory liability)”. After, “neglect, or misconduct of said Contractor”, INSERT the**

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following, “or arising out of or related to any negligence of the Contractor or anyone for whom the Contractor is legally liable in performing or safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any and all environmental impairment; or because of any act or omission, neglect, or misconduct of said Contractor or anyone for whom the Contractor is legally liable;”.

**Additions to the end of the first paragraph of Section 70-11 Responsibility for damage claims.**

As a material part of the consideration to be rendered by the Owner, the Contractor hereby waives all claims against the Owner for damages to the goods, wares, and merchandise in, upon, or about the Project, and the Contractor will hold the Owner exempt and harmless from any damage and injury to any such person or to the goods, wares, or merchandise of any such person, arising from the use of the Project site by the Contractor or from failure of the Contractor to keep the Project site in good condition and repair as provided in this Section.

**Additions to the end of Section 70-11 Responsibility for damage claims.**

Owner shall timely notify the Contractor of the receipt of any third-party claim, relating to the contract. Owner shall be entitled to recover its reasonable costs incurred in providing such notification.

**Additions to the end of the first paragraph of Section 70-19 Environmental protection.**

The Contractor shall perform all testing, removal of contaminated material, transportation, treatment, remediation, and disposal of contaminated materials which are the result of a spill or release caused by the Contractor, and he shall provide and properly place materials to restore the property to its original condition, all to the Owner’s satisfaction and at the Contractor’s expense. Refer to the subsection 70-10 titled PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE of this section.

A. Air Pollution

1. No burning of combustible waste shall be permitted.
2. Alternatives to Burning Land Cleared Material.
  - a. All spoil material from clearing and grubbing operations shall be disposed of in accordance with the Technical Specifications, unless otherwise directed.
  - b. Wood may be salvaged for firewood or commercial use or it may be chipped and disposed of for use as mulch.
  - c. Logs, brush, etc. may be removed to an authorized disposal area or disposed of to the general public without charge.
3. Dust Control.
  - a. Common construction operations which may cause excessive dust include:
    - 1) Quarry, drilling and rock crushing.
    - 2) Clearing, grubbing and stripping.
    - 3) Excavation and placement of embankment.
    - 4) Cement and aggregate handling.
    - 5) Cement or lime stabilization.
    - 6) Blasting.
    - 7) Use of haul roads.

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- 8) Sandblasting or grinding.
  - b. Other construction operations which may cause air pollution are:
    - 1) Volatiles escaping from asphalt and cut back materials.
    - 2) Use of herbicides or fertilizers.
    - 3) Smoke from asphalt plants or heater/planers.
  - c. Control of Dust and Other Air Pollutants shall be the responsibility of the Contractor and may include the following control methods:
    - 1) Drilling apparatus equipped with water or chemical dust controlling systems.
    - 2) Exposing the minimum area of land.
    - 3) Applying temporary mulch with or without seeding.
    - 4) Use of water sprinkling trucks.
    - 5) Use of covered haul trucks.
    - 6) Use of stabilizing agents in solution.
    - 7) Use of dust palliative and penetration asphalt on temporary roads.
    - 8) Use of wood chips in traffic or work areas.
    - 9) Use of vacuum equipped sandblasting systems.
    - 10) Use of plastic sheet coverings.
    - 11) Restricting the application rate of herbicides to recommended dosage. Materials should be covered and protected from the elements. Application, equipment and empty containers shall not be rinsed and discharged to a stream, etc. or allowed to enter the groundwater.
    - 12) Use dust control measures at bituminous mixing plants, and quarry operations.
    - 13) Delay operations until climate or wind conditions dissipate or inhibit the potential pollutants in a manner satisfactory to the Engineer.

#### B. Water Pollution

1. The Contractor shall use suitable precautions to minimize water pollution during the progress of the work. Erosion control devices or methods may consist of berms, dikes, dams, drains, sediment basins, fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray or other control devices.
2. The amount of surface area of erodible earth at any one time shall not exceed the area allowed by permit.
3. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing and curing operations should not be allowed to enter streams, etc.

In the event of conflict between these requirements and pollution control laws, rules or regulations or other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.

### **70-21 Required contract provisions for airport improvement program**

#### **1. ACCESS TO RECORDS AND REPORTS.**

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

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.

**2. BUY AMERICAN PREFERENCE STATEMENT  
(Reference: Title 49 USC § 50101)**

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.

**NOTE: Certifications are included in the PROPOSAL.**

**3. GENERAL CIVIL RIGHTS PROVISIONS  
(Reference: 49 USC § 47123)**

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 subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**4. CIVIL RIGHTS – TITLE VI ASSURANCE  
(Reference: 49 USC § 47123 and FAA Order 1400.11)**

***Title VI Solicitation Notice:***

The (Name of Sponsor), 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.

***Compliance with Nondiscrimination Requirements:***

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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

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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;

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- 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).

## **5. DISADVANTAGED BUSINESS ENTERPRISES** **(Reference: 49 CFR part 26)**

**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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**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 seven (7) days from the receipt of each payment the prime contractor receives from the County of El Dorado. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) 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 El Dorado. This clause applies to both DBE and non-DBE subcontractors.

The following language in this section was taken from various sections of 49 CFR Part 26 titled Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. They are not intended to be all encompassing, nor a comprehensive reiteration of the regulation.

**Race/Gender Neutral Language** - The requirements of 49 CFR part 26 apply to this contract. It is the policy of the County of El Dorado 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.

The bidder shall submit the Contractor's DBE Plan to the owner for review and approval. The Contractor's DBE Plan shall consist of the Contractor's DBE Plan Form, a DBE Letter of Intent Form for each DBE firm, a copy of the DBE's Evidence of Certification Status, and documented good faith efforts as described below. **SEE THE CONTRACTORS DBE PLAN FORM AND DBE LETTER OF INTENT FORM FOLLOWING THIS SECTION THIS MUST BE SUBMITTED WITHIN 10 BUSINESS DAYS OF REQUEST.**

- A. The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received, or will receive, Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26.

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It is the policy of the Sponsor to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the policy of the Sponsor:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
  2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
  3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
  4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
  5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
  6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
- B. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Determination whether the bidder has made a good faith effort will be made by the Sponsor’s DBE Liaison Officer. The Contractor’s DBE Plan must be acceptable to the Sponsor before entering into a contract with the bidder.

Guidance pertaining to good faith efforts is provided in Appendix A to 49 CFR Part 26. In general, the bidder must demonstrate that they have taken all necessary and reasonable steps to achieve the identified DBE goal. The bidder should adequately document all such efforts, including contacts of DBE firms that are not interested.

Good Faith Efforts:

Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Such actions constituting evidence of good faith efforts include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

- C. Within 15 days of being informed by the Sponsor that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative

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reconsideration. Bidders should make this request in writing to the Sponsor's reconsideration official. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Sponsor will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- D. The Sponsor will require the contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Sponsor will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the Sponsor will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the Sponsor will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

- E. The sponsor will require the contractor to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Sponsor will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in The Contractors DBE Plan.

At completion of work, the contractor will report to the Sponsor the actual amount paid to each DBE firm utilized for this contract. **SEE THE DBE PARTICIPATION SUMMARY FORM FOLLOWING THIS SECTION.**

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**6. ENERGY CONSERVATION REQUIREMENTS**  
**(Reference: 2 CFR § 200, Appendix II(H))**

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. 6201et seq).

**7. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**  
**(Reference: 29 U.S.C. § 201, et seq)**

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

**8. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**  
**(Reference: 20 CFR part 1910)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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.

**9. TRADE RESTRICTION CERTIFICATION**  
**(Reference: 49 USC § 50104 and 49 CFR part 30)**

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.

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- d. 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 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.

## **10. VETERAN'S PREFERENCE**

**(Reference: 49 USC § 47112(c))**

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,

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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.

## **11. SEISMIC SAFETY**

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

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.

## **12. COPELAND “ANTI-KICKBACK” ACT**

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

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.

### **TITLE 18, U.S.C.**

#### **Sec. 874. Kickbacks from public works employees**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

### **TITLE 40, U.S.C.**

#### **Sec. 3145. Regulations governing contractors and subcontractors**

- (a) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.
- (b) Application.—Section 1001 of title 18 applies to the statements.

## **13. DAVIS-BACON REQUIREMENTS**

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

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## 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,

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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.**

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- (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:

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- (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

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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.

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- (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.

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## 14. DISTRACTED DRIVING

(Reference: Executive Order 13513 and DOT Order 3902.10)

### Texting While 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.

## 15. AFFIRMATIVE ACTION REQUIREMENT

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

### Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

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

#### Timetables

- |   |        |
|---|--------|
| A. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80) | 14.3%  |
| B. 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

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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 .

#### **16. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

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

##### **Equal Opportunity Clause**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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

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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.

#### **EEO Specification**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

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- (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.

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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.

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- 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.

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- 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

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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).
16. Standard Form 100, Employer Information Report, must be filed by:
  - A. All private employers who are:
    - (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations; OR
    - (2) SUBJECT TO Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.
  - B. All federal contractors (private employers), who:
    - (1) are not exempt as provided for by 41 CFR 60-1.5,
    - (2) have 50 or more employees, and
      - (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
      - (b) serve as a depository of Government funds in any amount, or
      - (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.
  - C. Standard Form 100 must be filed with the Joint Reporting Committee no later than September 30. Standard Form 100 is normally furnished to employers annually based on a mailing list maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, it may be obtained from the Joint Reporting Committee, Post Office Box 779, Norfolk, Virginia 23501, telephone (757) 461-1213.

The Sponsor has determined that a SBE program is not feasible for this Contract.

**17. NONSEGREGATED FACILITIES REQUIREMENT**  
**(Reference: 41 CFR § 60)**

**Prohibition of Segregated Facilities**

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- (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.

**NOTE: Certifications are included in the PROPOSAL.**

**18. PROCUREMENT OF RECOVERED MATERIALS**  
**(Reference: 2 CFR § 200.322 and 40 CFR part 247)**

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; or
- c) Is only available at an unreasonable price.

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**19. TERMINATION** **OF** **CONTRACT**  
(Reference: 2 CFR § 200 Appendix II(B) and FAA Advisory Circular 150/5370-10, Section 80-09)

**Termination for Convenience**

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; and
- 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**

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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.

**20. DEBARMENT AND SUSPENSION**  
**(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200 and DOT Order 4200.5)**

**Certification of Offeror/Bidder Regarding Debarment**

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

**Certification of Lower Tier Contractors Regarding Debarment**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must 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.

**NOTE: Certifications are included in the PROPOSAL.**

**21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**  
**(Reference: 2 CFR § 200, Appendix II(E))**

**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,

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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.

**22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

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.

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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.

### **23. BREACH OF CONTRACT TERMS**

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

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.

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

**(Reference: 2 CFR § 200, Appendix II(G))**

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.

### **70-22 CALTRANS standard specifications (section 7 selections) for California state contracts (Appendix A).**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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This contract shall be governed by the laws of the State of California except where the Federal supremacy clause requires otherwise.

**7-1.01 Laws to be Observed.** The Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

**7-1.01A Labor Code Requirements.** Attention is directed to the following requirements of the Labor Code:

**7-1.01A(1) Hours of Labor.** Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

**7-1.01A(2) Prevailing Wage.** The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under

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the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- (3) Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department.

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These moneys shall be retained by the Department pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the Department has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

The State will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the State on the contract.

**7-1.01A(2)(a) Travel and Subsistence Payments.** Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

**7-1.01A(3) Payroll Records.** Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing

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Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

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(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the first of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period

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will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

**7-1.01A(4) Labor Nondiscrimination.** Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**“NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STANDARD CALIFORNIA NONDISCRIMINATION  
CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE,  
SECTION 12990).**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000, or more.

1. As used in the specifications:

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a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

b. "Minority" includes:

(i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

(ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);

(iii) Asian / Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

(iv) American Indian / Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.

4. 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, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The contractor shall take specific actions to implement its nondiscrimination program. 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 must be able to demonstrate fully its efforts under Steps a. through e. below:

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a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.

e. 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 equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 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, 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.

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8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.

10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.

11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records. NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. References: Section 12990, Government Code.”

**7-1.01A(5) Apprentices.** Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public

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works contract. Responsibility for compliance with this section lies with the Contractor.

It is State policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

**7-1.01A(6) Workers' Compensation.** Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

This certification is included in the contract, and signature and return of the contract shall constitute signing and filing of the certificate.

**7-1.01A(7) Suits to Recover Penalties and Forfeitures.** Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.

Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.

Submission of a claim under Section 50-16, "Claims for Adjustment and Disputes," for the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits, and these claims will not be considered.

**7-1.01B Fair Labor Standards Act.** The attention of bidders is invited to the fact that the State of California, Department of Transportation, has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in highway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

**7-1.01C Contractor's Licensing Laws.** Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by those laws.

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Attention is also directed to the requirements in Public Contract Code Section 10164 and Section 20103. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

**7-1.01D Vehicle Code.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that within those areas that are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Attention is directed to the statement in Vehicle Code Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

**7-1.01E Trench Safety.** Attention is directed to the requirements in Section 6705 of the Labor Code concerning trench excavation safety plans.

**7-1.01F Air Pollution Control.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

**7-1.01G Water Pollution.** The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take

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in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been accepted.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than 5 working days.

The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

The Contractor may request the Engineer to waive the requirement for submission of a written program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding 750,000 square feet for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.

Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Nothing in the terms of the contract nor in the provisions in this Section 7-1.01G shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.

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The Contractor shall also conform to the following provisions:

1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.
7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

**7-1.01H Use of Pesticides.** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.

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Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

**7-1.01I Sound Control Requirements.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

**7-1.01J Assignment of Antitrust Actions.** The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

**7-1.02 Load limitations.** Unless expressly permitted in the special provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any

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areas within the limits of the project, whether or not the area is subject to weight limitations under Section 7-1.01D, "Vehicle Code," except as hereinafter provided in this Section 7-1.02.

After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, Portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.

Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:

- (1) Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
- (2) Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
- (3) Cross bridge structures that are not open to public traffic and which are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:
  - (a) The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.
  - (b) The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers
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Spacing of Bridge Girders (center to center in feet)	Maximum Axle Loading (in pounds)
4	28,000
5	29,000
6	30,000
7	32,000
8	34,000
9	37,000
10 and over	40,000

Minimum axle spacing:  
 For 3-axle earthmovers  
 Axles 1 to 2 = 8 feet  
 Axles 2 to 3 = 20 feet  
 For 2-axle earthmovers  
 Axles 1 to 2 = 20 feet

(4) Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public, in accordance with the limitations and conditions in the "Permit Policy" of the Department of Transportation.

Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the plans. If the conditions are not set forth on the plans, the provisions in the first paragraph in this Section 7-1.02 will apply.

Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the contract, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000 pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or

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structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

**7-1.03 PAYMENT OF TAXES.** The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.

**7-1.04 PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the Department has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

**7-1.05 PATENTS.** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the State of California, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

**7-1.06 SAFETY AND HEALTH PROVISIONS.** The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California. Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefor.

**7-1.07 (BLANK)**

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**7-1.08 PUBLIC CONVENIENCE.** This Section 7-1.08 defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the Contractor's operations.

Attention is directed to Section 7-1.09, "Public Safety," for provisions relating to the Contractor's responsibility for the safety of the public. The provisions in Section 7-1.09 are in addition to the provisions in this Section 7-1.08, and the Contractor will not be relieved of the responsibilities as set forth in Section 7-1.09 by reason of conformance with any of the provisions in this Section 7-1.08.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as

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extra work as provided in the provision set forth in this Contract. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.

While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress. Any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations will be paid for as extra work as provided in the provisions set forth in this Contract.

When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls, and the cost thereof will be paid for as extra work as provided in the provisions set forth in this Contract. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the work to another shall be governed in accordance with the one-way controls.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the provisions set forth in this Contract.

In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as extra work as provided in the provisions set forth in this Contract.

The cost of furnishing flaggers for the sole convenience and direction of public traffic will be paid for as provided in the provisions set forth in this Contract.

The Contractor will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.

Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the contract nor will the Contractor be relieved of cleanup and finishing operations.

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Except as otherwise provided in this Section 7-1.08 or in the special provisions, full compensation for conforming to the provisions in this Section 7-1.08 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

**7-1.09 PUBLIC SAFETY.** It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to Section 7-1.12, "Idemnification and Insurance."

Attention is directed to Section 7-1.08, "Public Convenience," for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the Contractor's operations.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the State, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and payment therefor will be made as provided in the provisions set forth in this Contract.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

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No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval pursuant to the provisions set forth in this Contract. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities by extra work as provided in Section 7-1.08, "Public Convenience," or by contract item as provided in the provisions set forth in this Contract shall in nowise relieve the Contractor from the responsibility as provided in this Section 7-1.09.

Except as otherwise provided in this Section 7-1.09 or in the special provisions, full compensation for conforming to all of the provisions in this Section 7-1.09 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

**7-1.10 USE OF EXPLOSIVES.** When explosives are used, the Contractor shall exercise the utmost care not to endanger life or property.

In advance of doing any blasting work within 200 feet of any railroad's tracks or structures, the Contractor shall notify the railroad of the location, date, time and approximate duration of the blasting operations.

**7-1.11 PRESERVATION OF PROPERTY.** Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the

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Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any of the objects are a part of the work being performed under the contract. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

It shall be the Contractor's responsibility, pursuant to the provisions set forth in this Contract, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section 7-1.11, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

**7-2.01** Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code of the State of California. By entering into the contract Contractor acknowledges that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

**70-23 California State Department of Industrial Relations (DIR) requirements:**

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**70-24 Required workplace posters.** Contractor shall provide and post on the project site any and all notification posters for public works projects, as required by the State of California and Federal Government. All penalties or fines shall be the responsibility of the Contractor.

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**CONTRACTOR'S DBE PLAN**

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Airport Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

FAA AIP Project No: \_\_\_\_\_

Total Awarded Contract Amount: \$ \_\_\_\_\_

Name of Bidder's Firm: \_\_\_\_\_

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

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

Printed name of signer: \_\_\_\_\_

Printed title of signer: \_\_\_\_\_

**DBE UTILIZATION SUMMARY**

	<u>DBE Contract Amount</u>		<u>DBE Value</u>	<u>Contract %</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %	
DBE Subcontractors	\$ _____ x 1.00 =	\$ _____	_____ %	
DBE Suppliers	\$ _____ x 0.60 =	\$ _____	_____ %	
DBE Manufacturers	\$ _____ x 1.00 =	\$ _____	_____ %	
* Total Proposed DBE Participation		\$ _____	_____ %	
Established DBE Goal		\$ _____	_____ %	

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**Affirmation:**

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By: \_\_\_\_\_  
(Signature of Bidder's representative) (Title)



**DISADVANTAGED BUSINESS ENTERPRISE  
DBE PARTICIPATION SUMMARY**  
(Submit one form for each DBE Firm.)

**Airport Name** \_\_\_\_\_

**Contractor** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Firm** DBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Contact Person** Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**DBE Certification Agency:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**DBE Commitments/Awards  
-Breakdown By  
Ethnicity & Gender**

- |  |  |
|--|--|
| <input type="checkbox"/> Black American              | <input type="checkbox"/> Asian-Pacific American                    |
| <input type="checkbox"/> Hispanic American           | <input type="checkbox"/> Non-Minority Women                        |
| <input type="checkbox"/> Native American             | <input type="checkbox"/> Other (i.e. not of any group listed here) |
| <input type="checkbox"/> Subcontinent Asian American |  |

**Classification:**

- |   |  |
|---|--|
| <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Supplier      |
| <input type="checkbox"/> Manufacturer     | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Subcontractor    |  |

Work items performed by DBE	Description	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the work items described above.  
The actual participation is as follows:

Total amount paid to DBE Firm: \$ \_\_\_\_\_ Percent of Contractor's total contract: \_\_\_\_\_ %

**Affirmation:**

The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

By: \_\_\_\_\_  
(Signature) (Title)

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MONTHLY DBE REPORT

Airport Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

FAA AIP Project No.: \_\_\_\_\_

Name of Contractor's Firm: \_\_\_\_\_

DBE Firm	Status This Report	Total DBE Contract Amount	Payments this Period	Previous Payments	Total DBE Payments To Date

\_\_\_\_\_  
Signature of Contractor's Representative

\_\_\_\_\_  
Date





# Equal Employment Opportunity is THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, Employment agencies, and labor organizations are protected under Federal law from discrimination on the following bases.

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITIES**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who's is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).



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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract, are protected under Federal law from discrimination on the following bases.

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



# FEDERAL WAGE RATES



## STATE WAGE RATES



## **200-08 Special Provisions to Section 80.**

### **Additions after the end of the first paragraph of Section 80-01 Subletting of contract.**

All Subcontractors shall be approved by the Owner prior to being utilized on the project. The Subcontractor shall submit a Subcontractor Approval Request to the Engineer fourteen (14) days prior to beginning work 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.

**In the first sentence of Section 80-02 Notice to proceed, after “The notice to proceed”, INSERT the following, “will be issued by the Owner”.**

**In the second sentence of Section 80-02 Notice to proceed, DELETE, “Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the”.**

**DELETE the first sentence of Section 80-03 Execution and progress, and INSERT the following, “Unless otherwise specified, the Contractor shall submit his/her coordinated construction schedule showing all work activities for the Engineer’s approval at least 10 days prior to the start of work.”.**

### **Additions after the end of the first paragraph of Section 80-03 Execution and progress.**

The Contractor shall submit a coordinated construction schedule for all work activities. The 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 in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the Quantities for Canvass of Bids 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.

**In the second sentence of the second paragraph of Section 80-03 Execution and progress, after “notify the Engineer at least”, DELETE, “24 hours”, and INSERT the following, “3 days”.**

**In the first sentence of the third paragraph of Section 80-03 Execution and progress, after “shall not commence any actual construction”, INSERT the following, “activities”.**

**Additions to the end of the first paragraph of Section 80-04.1 Operational safety on airport during construction.**

The Safety Plan Compliance Document (SPCD) can be found in Appendix 3 of the CSPP.

**Additions to the end of the fourth paragraph of Section 80-04.1 Operational safety on airport during construction.**

If the requested changes are acceptable to all the aforementioned parties, the Engineer will request a modification to the CSPP from the FAA. The Contractor shall plan on a minimum of 90 days for this process to be completed. No deviation to the original CSPP shall be made without FAA approval.

**In Section 80-07 Determination and extension of contract time, DELETE a. (1) in its entirety and INSERT the following**

(1) No time shall be charged for days on which the Contractor is unable to proceed with work on the items under construction at the time with the normal work force employed on such items. Such days on which the Contractor chooses to engage in work which require the presence of an inspector will be charged against contract time. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

**In Section 80-07 Determination and extension of contract time, DELETE a. (2) in its entirety and INSERT the following**

(2) The Engineer will begin charges against the contract time on the date stated in the notice to proceed.

**Additions after the second sentence of the first paragraph of 80-11 Work area, storage area and sequence of operations.**

During the work of this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures outlined in the Construction Safety and Phasing Plan, and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, so as to afford time to coordinate construction with the Owner.

**In the fourth sentence of the first paragraph of Section 80-11 Work area, storage area and sequence of operations, after "material stockpiles shall be stored", INSERT, "at locations determined during construction such that they do not interfere with", and after "an active runway", INSERT, "or taxiway".**

**200-09 Special Provisions to Section 90.**

**Additions after the end of the first paragraph of Section 90-05 Payment for extra work.**

- 1. Agreed Price/Time and Materials Work.** All agreed price and time and materials work shall be approved by the Owner and the FAA prior to proceeding with the work. The Engineer and Contractor shall be responsible for tracking the number of employees, number of hours and classification of each employee, numbers of hours that equipment is utilized and materials utilized for the extra work that is paid utilizing time and materials work.

- a. Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of agreed price/time and materials work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. Statement.** No payment will be made for work performed on a agreed price/time and materials basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such agreed price/time and materials work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
  - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
    - (a) Contractor Owned Equipment Trucks and Plant.- Contractor shall be reimbursed for its ownership costs and for its operating costs for self owned equipment at the rates listed in the Rental Rate Blue Book published by Dataquest, Inc. applied in the following manner as modified by the "Rate Adjustment Table":
      - (i) Ownership Costs -- It is mutually understood that the rates for ownership costs reimburse the Contractor for all non-operating costs of owning the equipment, truck or plant including depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, overhead, repairs, moving the equipment onto and away from the project or work site, and profit. Reimbursement will be made for the hours of actual use as described below.
      - (ii) Less than 8 hours of actual use, the product of the actual number of hours used or fraction thereof multiplied by the hourly rate, or the daily rate, whichever is less.
      - (iii) Between 8 hours and 40 hours of actual use, the product of the actual number of hours used divided by 8 multiplied by the daily rate, or the weekly rate, whichever is less.
      - (iv) Between 40 and 176 hours of actual use, the product of the actual number of hours used divided by 40 multiplied by the weekly rate, or the monthly rate, whichever is less.
      - (v) Over 176 hours of actual use, the product of the actual number of hours used divided by 176 multiplied by the monthly rate.
      - (vi) Operating Costs -- The rate for operating costs includes fuel, lubricants, other operating expendables, and preventative and field maintenance. Operating cost does not include the operator's wages. The Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the Estimated Operating Cost/Hour.

- (vii) The rates used shall be those in effect at the time the agreed price/time and materials work is done as reflected in the then current publication of the Rental Rate Blue Book. When agreed price/time and materials type analysis are used to establish agreed prices in accordance with paragraph A above, the rates used shall be those in effect when the agreed price is developed by the Contractor.
- (viii) In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment, truck or plant, the Engineer shall establish rates for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.

(b) Rented Equipment, Trucks and Plant –

- (i) In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental rate for the equipment for the time that the equipment is used to accomplish the work or is required by the Engineer to be present, not to exceed the adjusted rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the project site.
  - (ii) The Contractor shall also be reimbursed for the operating cost of the equipment unless reflected in the rental price. Such operating cost shall be determined in the same manner as specified for Contractor Owned Equipment above.
  - (iii) In the event that area practice dictates the rental of equipment with an operator or fully fueled and maintained equipment, truck or plants, payment will be made on the basis of an invoice for the rental of the equipment with an operator, fully fueled and/or maintained equipment, trucks or plants including all costs incidental to its use, including costs of moving to and from the site, provided the rated is substantiated by area practice.
- (c) Maximum Amount Payable -- The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant for any agreed price/time and materials work as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating Cost/Hour for each hour of actual use.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

(5) Overhead and Profit. If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work

computed as outlined in a through d above, or on such other basis as may be approved by the Owner. Subcontractor profit and overhead shall be paid as outlined in this section, plus an additional allowance of five percent (5%) of materials and direct labor to cover the Contractor's profit, superintendence, administration, insurance and other overhead. For the purposes of computing overhead and profit, only one level or tier of subcontractors will be allowed.

Overhead shall be defined to include, but not be limited to:

- premium on bonds;
- premium on insurance required by workman's compensation insurance, public liability and property damage insurance, unemployment insurance, social security tax, and other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his/her employee;
- all salary and expenses of executive officers, supervising officers or supervising employees;
- all clerical or stenographic employees;
- all charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;
- all drafting room accessories such as paper, tracing cloth, blueprinting, etc.

Overhead and profit cost shall be computed at 20 percent of the following:

- Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in 'a' above, but not including the overtime additive payments. Overhead and profit shall not be paid on the premium portion of overtime.
- Total Cost of Materials as defined in c and d above.

**In Section 90-06 Partial Payments, DELETE the last sentence of the fourth paragraph in its entirety, which reads "Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted."**

**Additions to the end of the first paragraph of Section 90-06 Partial payments.**

No partial payments will be made for work items lacking approved submittals, or lacking acceptable manufacturer's material certifications.

**Additions to the end of the second paragraph of Section 90-06 Partial payments.**

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Contractors shall include in their subcontracts language providing that Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

**In Section 90-08 Payment of Withhold Funds, DELETE the last sentence of the fourth paragraph in its entirety and INSERT the following:**

If the Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, at the request and expense of the Contractor, the Contractor may substitute securities for the amount so retained in accordance with California Public Contract Code section 22300.

**Additions to the end of Section 90-08 Payment of withheld funds.**

- e. Deposits in escrow shall be maintained for a period of time described in the subsection titled GUARANTY of this section, or the Contractor shall furnish a bond as described in the subsection titled SECURITY FOR GUARANTEE of this section.

**90-12 Lien law.** If, at any time before or within thirty (30) days after the work of this Contract has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Engineer and with the financial officer of the Owner, or other officer or person charged with the custody and disbursement of the Owner's funds applicable to this Contract under which the claim is made, such notice as is prescribed in the Act of Legislature of the State of New York passed February 17, 1909, entitled an "Act in Relation to Liens", and the acts amendatory thereof or supplementary thereto, then and in every such case the party of the first part shall retain (anything herein contained to the contrary thereof notwithstanding) from the monies under its control and due or to grow due under this Agreement, as much of such monies as shall be sufficient to pay, satisfy and discharge the amount in such notice claimed to be due to the person or persons filing such lien, together with the reasonable cost of any actions brought to enforce such claim or the lien creating by the filing of such notice. The monies so retained shall be retained by the party of the first part until the lien thereon created by the said act and filing of said notice shall be discharged pursuant to the provisions of said act or acts.

**90-13 Security for construction warranty.** The Contractor shall upon final acceptance of the work, furnish a bond to the Owner in a penal sum equal to five percent (5%) of the amount of the Contract price, executed by a surety company authorized by the Department of Insurance of the State of California to execute such a bond in this State, and which bond shall be approved as to form and manner of execution by the Owner's attorney. This bond shall be conditioned for the faithful performance by the said Contractor of the conditions and stipulations of the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section, thereof relating to maintenance and repair, for a period of one (1) year from the date of the final acceptance of the work. In default of the filing of such bond, a sum of money equal to said five percent (5%) may be retained out of any monies due to the Contractor and be held for one (1) year, or until the bond above described is filed.

For Contractors who have elected to set up an escrow account, they may elect to maintain the escrow account for a period of one (1) year from the date of final acceptance of the work in lieu of providing a bond for security of guarantee as described above.

**200-10 Special Provisions to Section 100. No Supplemental information for this section.**

**200-11 Special Provisions to Section 105.  
No supplemental information for this section.**

**200-12 Special Provisions to Section 110. (Section Not Used)**

**END OF SECTION 200**

EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT  
GEORGETOWN AIRPORT – GEORGETOWN, CALIFORNIA

CRACK SEAL, JOINT SEAL AND REMARK RUNWAY, TAXIWAYS, APRONS AND T-HANGAR  
TAXILANES; CHANGE RUNWAY END ID

AIP No. 3-06-0093-012-2016

PW #XXXXXX

CIP #93527

DIVISION IV  
TECHNICAL PROVISIONS

INDEX

ITEM M-100 – MAINTENANCE AND PROTECTION OF TRAFFIC	TS M-100-1 through TS M-100-2
ITEM P-101 – SURFACE PREPARATION	TS P-101-1 through TS P-101-4
ITEM P-156 – TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	TS P-156-1 through TS P-156-3
ITEM P-608 – EMULSIFIED ASPHALT SEAL COAT	TS P-608-1 through TS P-608-9
ITEM P-620 – RUNWAY AND TAXIWAY MARKING	TS P-620-1 through TS P-620-5

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## Item M-100 Maintenance and Protection of Traffic

### DESCRIPTION

**100-1.1 GENERAL.** This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract.

Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

The following items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings. Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

- Restoration of all surfaces disturbed as a result of the Contractor's Operations which are not otherwise paid for.
- Installation, maintenance, repair and removal of temporary access roads and maintenance and repair of existing access roads.
- Installation, maintenance, repair and removal of temporary barricades, barricade lights, barricade flags, warning signs and hazard markings.
- Installation, maintenance, repair and removal of all temporary markings.
- Cleaning and maintenance of all paved areas.
  
- Security requirements.

The Owner will be responsible for moving parked aircraft which interfere with the work of this Contract. Contractor shall give the Owner adequate notice of the intended work schedule to allow the Owner time to accommodate the schedule.

The Owner will be responsible for issuing notification to patrons of the upcoming work based on the Contractor's schedule. Contractor shall be responsible for moving parked vehicles which interfere with the work of this Contract. Vehicles shall be moved to a location designated by the Owner during construction. Damage to vehicles caused by the Contractor's operations shall be repaired by the Contractor at no expense to the Owner or vehicle owner.

### METHOD OF MEASUREMENT

**100-2.1** Measurement for payment of maintenance and protection of traffic will be made on a lump sum basis. Measurements for partial payment may be made at the discretion of the Engineer as the work progresses based on contract time or percent of work completed.

### BASIS OF PAYMENT

**100-3.1** The lump sum price bid for maintenance and protection of traffic shall include all equipments, materials, labor and incidentals necessary to adequately and safely maintain and protect traffic.

In the event the contract completion date is extended, no additional payment will be made for maintenance and protection of traffic.

Partial payments of the lump sum price bid may be made for this item at the discretion of the Engineer as the work progresses based on contract time or work completed, less any deductions for unsatisfactory maintenance and protection of traffic.

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No payment will be made under maintenance and protection of traffic for each calendar day during which there are substantial deficiencies in compliance with the Specification requirements of any subsection of this Section as determined by the Engineer.

The amount of such calendar day non-payment will be determined by dividing the lump sum amount bid for maintenance and protection of traffic by the number of calendar days between the date the Contractor commences work and the date of completion as designated in this proposal, without regard to any extension of time.

If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Owner shall correct the adverse conditions by any means it deems appropriate and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the liquidated damages and non-payment for maintenance and protection of traffic listed above.

However, where major nonconformance with the requirements of this Specification is noted by the Engineer and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer regardless of whether corrections are made by the Owner as stated in the paragraph above.

Payment will be made under:

Item M-100-3.1 Maintenance and Protection of Traffic - per lump sum

**END OF ITEM M-100**

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## Item P-101 Surface Preparation

### DESCRIPTION

**101-1.1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

### EQUIPMENT

**101-2.1** All equipment shall be specified here and in the following paragraphs or approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

### CONSTRUCTION

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

**a. Concrete pavement.** The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab one foot (30 cm) inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand-held jackhammers, weighing 30 pounds (14 kg) or less, or other light-duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the Engineer. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

**b. Asphalt concrete pavement.** Asphalt concrete pavement to be removed shall be cut to the full depth of the bituminous material around the perimeter of the area to be removed. The pavement shall be removed so the joint for each layer of pavement replacement is offset 1 foot (30 cm) from the joint in the preceding layer. This does not apply if the removed pavement is to be replaced with concrete or soil. If the material is to be wasted on the airport site, it shall be broken to a maximum size of 6 inches.

**101-3.2 Preparation of joints and cracks.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide approved by the Engineer. Fill all cracks, ignoring hairline cracks (< 1/4 inch wide) with a crack sealant per ASTM D6690. Wider cracks (over 2 inches wide), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below. Any excess joint or crack sealer on the surface of the pavement shall also be removed from the pavement surface.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

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Gradation

Sieve Size	Percent Passing
No. 4	100
No. 8	90-100
No. 16	65-90
No. 30	40-60
No. 50	25-42
No. 100	15-30
No. 200	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the Engineer.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled within 0 to 1/8 inches of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

**101-3.3 Removal of paint and rubber.** All paint and rubber over 1 foot wide that will affect the bond of the new overlay shall be removed from the surface of the existing pavement. Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 inch deep. If chemicals are used, they shall comply with the state's environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

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

**a. Repair of concrete spalls in areas to be overlaid with asphalt.** The Contractors shall repair all spalled concrete as shown on the plans or as directed by the Engineer. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphaltic concrete with a minimum Marshall stability of 1,200 lbs and maximum flow of 20 (units of 0.01 in). The material shall be compacted with equipment approved by the Engineer until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

**b. Asphaltic concrete pavement repair.** The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. The base course and subbase shall be replaced if it has been infiltrated with clay, silt, or other material affecting the load-bearing capacity. Materials and methods of construction shall comply with the other applicable sections of this specification.

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**101-3.5 Cold milling.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a finished surface that provides a good bond to the new overlay. The milling machine or grinder shall operate without tearing or gouging the under laying surface. The milling machine or grinder shall be equipped with automatic grade and slope controls. All millings shall be removed and disposed off Airport property, unless otherwise specified. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material that was removed with new material at no additional cost to the Owner.

**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The Engineer shall layout the area to be milled with a straightedge in increments of 1 foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall not be included in the measurement for payment.

**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade and tolerances specified. The machine shall cut vertical edges. A positive method of dust control shall be provided. The machine shall have the ability to windrow the millings or cuttings.

**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual aggregate and fines are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove any remaining aggregate or fines.

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

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

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

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

**d.** Clean pavement surface immediately prior to placing the surface treatment by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

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

**101-3.8 Preparation of Joints in Rigid Pavement.**

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

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**101-3.8.2 Cleaning prior to sealing.** Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Clean joints by sandblasting, or other method approved by the Engineer, on each joint face with nozzle held at an angle and not more than three inches (75 mm) from face. Following sandblasting, clean joints with air free of oil and water. Joint surfaces will be surface-dry prior to installation of sealant.

**101-3.9 Preparation of Cracks in Flexible Pavement.**

**101-3.9.1 Preparation of Crack.** Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, joints will be blown out with a hot air lance combined with oil and water-free compressed air.

**101-3.9.2 Removal of Existing Sealant.** Existing sealants will be removed by routing. Following routing, any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

**METHOD OF MEASUREMENT**

**101-4.1 Routing and Joint Seal Repair for Runway.** The unit of measurement for joint seal shall be the linear foot of joint cleaned, routed and sealed in accordance with the contract documents.

**101-4.2 Crack Seal (1-inch to 2-inch).** The unit of measurement for crack seal shall be the linear foot of joint cleaned, routed and sealed in accordance with the contract documents. This price shall include pre- and post-emergent herbicide treatment.

**101-4.3 Crack Seal (1/4-inch to 1-inch).** The unit of measurement for crack seal shall be the linear foot of joint cleaned, routed and sealed in accordance with the contract documents. This price shall include pre- and post-emergent herbicide treatment.

**BASIS OF PAYMENT**

**101-5.1 Payment.** Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.2	Routing and Joint Seal Repair for Runway	-per LF
Item P-101-5.3	Crack Seal (1-inch to 2-inch)	-per LF
Item P-101-5.4	Crack Seal (1/4-inch to 1-inch)	-per LF

**MATERIAL REQUIREMENTS**

ASTM D6690      Standard Specification For Joint And Crack Sealants, Hot Applied, For Concrete And Asphalt Pavements

**END OF ITEM P-101**

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## Item P-156 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

### DESCRIPTION

**156-1.1** This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be design, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

### MATERIALS

**156-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

**156-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

**156-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all Federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

**156-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement concrete, bituminous concrete, or other materials that will adequately control erosion.

**156-2.5 Silt fence.** The silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**156-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

### CONSTRUCTION REQUIREMENTS

**156-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**156-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method

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of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

**156-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately if project conditions permit; otherwise, temporary erosion control measures may be required.

The Engineer shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the Engineer.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the Engineer. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the Engineer, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The Engineer may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the construction period.

Whenever construction equipment must cross watercourses at frequent intervals, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**156-3.4 Installation, maintenance and removal of silt fences.** Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the Engineer.

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## METHOD OF MEASUREMENT

**156-4.1** Measures and practices required for compliance with this specification for which there is no other pay item shall be measured on a lump sum basis. Measures and practices shall include, but not be limited to, air pollution prevention, water pollution prevention, temporary seeding, temporary mulching, construction road stabilization, dust control, protecting vegetation, and erosion and sediment control practices required due to the Contractor's means and methods of construction. This item shall also include gravel bags, inlet protection with gravel bags, silt fence, erosion and sediment control practices required for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites. Compliance with Pollution, Erosion, and Siltation Control shall also include the development and submittal of a SWPPP.

## BASIS OF PAYMENT

**156-5.1** Payment will be made at the lump sum bid price for compliance with pollution, erosion, and siltation control. The lump sum price bid shall also include silt fence, gravel bag, mulch, inlet protection with gravel bag, the cost of all labor, material, equipment and all incidentals necessary to complete this item. Partial payments may be made at the discretion of the Engineer as the work progresses, based on contract time or percent work complete. The lump sum price bid shall include the cost of developing and submitting a SWPPP and all labor, material, equipment and all incidentals necessary to complete this item.

Item P-156-5.1                      Compliance with Pollution, Erosion, and Siltation Control – per lump sum

## MATERIAL REQUIREMENTS

ASTM D6461                      Standard Specification for Silt Fence Materials  
AC 150/5200-33                      Hazardous Wildlife Attractants

**END OF ITEM P-156**

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## Item P-608 Emulsified Asphalt Seal Coat

### DESCRIPTION<sup>1</sup>

**608-1.1** This item shall consist of the application of an emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and, if specified, a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied. Emulsified Asphalt Seal Coat products assist in pavement preservation through reducing the rate of pavement oxidation. The emulsified asphalt surface treatment shall be applied in accordance with these specifications, and as shown on the plans or as directed by the Engineer.

<sup>1</sup> The terms seal coat and sealer binder and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

**608-1.2 Quantities of materials per square yard (square meter).** The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the Engineer from the test area/sections evaluation.

#### Application Rate

Dilution Rate	Quantity of Emulsion gal/yd <sup>2</sup> (l/m <sup>2</sup> )	Quantity of Aggregate lb/yd <sup>2</sup> (kg/m <sup>2</sup> )
1:1	0.10-0.15 (0.45-0.68)	0.20-0.50 (0.11-0.27)

### MATERIALS

**608-2.1 Aggregate.** The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit manufacturer's technical data and a manufacturer's certification indicating that the specialty sand meets the requirements of the specification to the Engineer prior to start of construction. The sand must be approved for use by the Engineer and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

**Aggregate Material Gradation Requirements**

<b>Sieve Designation (square openings)</b>	<b>Percentage by Weight Retained Sieves</b>
No. 8 (2.38 mm)	0
No. 16 (1.19 mm)	0-8
No. 20 (0.84 mm)	0-28
No. 30 (0.60 mm)	20-50
No. 40 (0.42 mm)	10-55
No. 50 (0.30 mm)	0-30
No. 70 (0.21 mm)	0-5
No. 100 (0.15 mm)	0-2
No. 200 (0.07 mm)	0-2

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

**608-2.2 Asphalt material.** The Contractor shall furnish the vendor’s certified test reports for the emulsified asphalt, in its concentrated form, to the Engineer, showing that the material meets the following properties:

**Concentrated Asphalt Material Properties**

<b>Properties</b>	<b>Specification</b>	<b>Limits</b>
Saybolt Furol Viscosity at 77°F (25°C)	ASTM D244	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D244	57% minimum
Sieve Test	ASTM D244	0.1% maximum
24-hour Stability	ASTM D244	1% maximum
5-day Settlement Test	ASTM D244	5.0% maximum
Particle Charge <sup>1</sup>	ASTM D244	Positive 6.5 maximum pH

<sup>1</sup> pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material concentrate must be diluted with heated water prior to application. The asphalt material, when diluted in the volumetric proportion of one part concentrated asphalt material to one part hot water shall have the following properties:

**One-to-One Dilution Emulsion Properties**

<b>Properties</b>	<b>Specification</b>	<b>Limits</b>
<b>In Ready-to-Apply Form, one part concentrate to one part water, by volume</b>		
Saybolt Furol Viscosity at 77°F (25°C)	ASTM D244	10 – 50 seconds
Residue by Distillation or Evaporation	ASTM D244	28.5% minimum
Pumping Stability <sup>1</sup>		Pass

<sup>1</sup> Pumping stability is tested by pumping one pint (475 ml) of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F (25°C), through a 1/4-inch (6 mm) gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphaltic concrete, and have a 5-year minimum proven performance record at airports with similar climatic conditions. Curing time, under recommended application conditions, shall not exceed eight (8) hours.

**Emulsion Residue by Distillation or Evaporation Tests**

<b>Properties</b>	<b>Specification</b>	<b>Limits</b>
Viscosity at 275°F (135°C)	ASTM D4402	1750 cts maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The Contractor shall furnish vendor’s certified test reports showing that the material is the type, grade and quality specified for each load of asphalt material delivered to the project. The certification shall also show the shipment number, refinery, consignee, destination, contract number and date of shipment. The test reports and certification shall be delivered to the Engineer before permission is granted to use the material. The furnishing of the vendor’s certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer’s material test report certification may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F (10°C - 70°C) and the material shall be protected from freezing, or whenever outside temperature drops below 40°F (4°C) for prolonged time periods.

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**608-2.3 Water.** Water used in making the emulsion shall be potable, free from harmful soluble salts and chemicals, and at least 100°F (38°C).

**608-2.4 Polymer.** The polymer shall be a vinyl acrylic polymer approved for use by the asphalt material manufacturer. The Contractor shall submit manufacturer's technical data, the manufacturer's certification indicating that the polymer meets the requirements of the specification, and the asphalt material manufacturer's approval of its use to the Engineer. The polymer must be approved for use by the Engineer and shall meet the following properties:

**Polymer Properties**

Properties	Limits
Solids Content	54 to 57%, Percent by Weight
Weight	8.9 to 9.8 pounds/gallon (1.07 to 1.17 kg/L)
pH	4.0 to 6.0
Particle Charge	Nonionic/Anionic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

**APPLICATION RATE**

**608-3.1 Material performance for runway and high-speed taxiway projects.** The Contractor shall submit to the Engineer friction tests, from previous airport projects which used the seal coat materials in a similar environment, in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, showing, as a minimum; friction value of pavement surface prior to sealant application; two values, tested between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value tested at no less than 180 days or greater than 360 days after the application. The results of the two tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface. The Contractor shall submit to the Engineer a list of airports which meet the above requirements, as well as technical details on application rates, aggregate rates, and point of contact at these airports to confirm use and success of sealer with aggregate. Friction tests shall be submitted from no less than one of the airports on the list and each set of tests described above, must be from one project.

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

**608-3.2 Test areas and test sections.** A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying test areas and/or test sections to determine the appropriate application rate of both emulsion and sand to be approved by the Engineer.

A test area and/or section shall be applied for each differing HMA pavement surface identified in the project. The test area(s) and/or test section(s) shall be used to determine the material application rate(s) of

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both emulsion and sand prior to full production. The same equipment and method of operation shall be utilized on the test area(s) and/or test section(s) as will be utilized on the remainder of the work.

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

**b. For runway and high speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of test sections a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the Engineer to determine appropriate application rate(s). The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the Engineer. Before beginning the test section(s), the skid resistance of the existing pavement shall be determined for each test section with a continuous friction measuring equipment (CFME). The skid resistance test after application shall be at approximately the same location as the test done on the existing pavement. The Contractor may begin testing the skid resistance of runway and high speed exit taxiway test sections after application of the asphalt surface treatment has fully cured. Aircraft shall not be permitted on the runway or high speed exit taxiway test sections for a minimum of 24 hours and until such time as the Contractor validates that its surface friction meets AC 150/5320-12. The results of the friction evaluation meet or exceed the Maintenance Planning levels provided in Table 3-2, "Friction Level Classification for Runway Pavement Surfaces," in AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-resistant Airport Pavement Surfaces, when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

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

## CONSTRUCTION METHODS

**608-4.1 Worker safety.** The seal coat product shall be handled with caution. The Contractor shall obtain a Material Safety Data Sheet (MSDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

**608-4.2 Weather limitations.** The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be above 60°F (16°C) and rising. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the Engineer, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

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

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**a. Pressure distributor.** The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spreader bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute). Test the equipment under pressure for leaks and to ensure it is in good working order before use.

The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spreader bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

A distributor truck shall be provided, if necessary, equipped to effectively heat and mix the material to the required temperature prior to application. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Care shall be taken not to overheat or over mix the material.

The distributor shall be equipped to hand spray the emulsion in areas identified either on the plans or by the Engineer.

**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The sander shall have a minimum hopper capacity of at least 3,000 pounds (1361 kg) of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions.

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

**d. Equipment calibration.** The Contractor shall calibrate the equipment using either of the following procedures:

**(1) First procedure.** The Contractor shall furnish a State Calibration Certification for the emulsified asphalt distributor, from any state providing that service, or other acceptable agency certification approved by the Engineer, and the calibration date shall have been within six (6) months of the contract award, or up to 12 months if supporting documents substantiate continuous work using the same distributor.

**(2) Second procedure.** The Contractor shall furnish all equipment, materials and labor necessary to calibrate the emulsified asphalt distributor and the aggregate spreader. Perform all calibrations with the approved job materials and prior to applying the specified coatings to the prepared surface. Perform calibration of the emulsified asphalt distributor in accordance with ASTM D2995. Perform work to calibrate the tank and measuring devices of the distributor. Perform inspection and calibration at the beginning of the work and at least once a day during construction.

**608-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with paragraph 101-3.6.

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

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

**608-4.5 Emulsion mixing.** The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to one part asphalt material concentrate, by volume.

If polymer is required, add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weigh scale tickets to the Engineer. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the Engineer.

**608-4.6 Application of asphalt emulsion.** The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the Engineer from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F (54°C) and 160°F (70°C) or in accordance with the manufacturer's recommendation.

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

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be broomed with a broom drag. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement softening and/or additional distress. The Engineer shall inspect and approve areas after brooming.

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

**608-4.7 Application of aggregate material.** Immediately following the application of the asphalt emulsion or as directed by the Engineer, sand at the rate recommended by the manufacturer's representative and approved by the Engineer from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

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

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Sanding shall be performed to prevent excessive amounts of sand from accumulating on the pavement prior to the emulsion being applied. The Contractor shall clean areas with excess or loose sand and dispose of off airport property.

### **QUALITY CONTROL**

**608-5.1 Manufacturer's representation.** The manufacturer's representative shall have knowledge of the material, procedures, and equipment described in the specification and shall be responsible for determining the application rates and shall oversee the preparation and application of the seal coat product. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the Engineer a minimum of 10 work days prior to placement of the test sections. The cost of the manufacturer's representative shall be included in the bid price.

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

### **MATERIAL ACCEPTANCE**

**608-6.1 Friction tests.** Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. The Contractor shall coordinate testing with the Engineer. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline. Friction test shall be run within 30 days prior to application of the seal coat to runway and/or high-speed taxiways and after application of the seal coat. The Engineer shall be present for testing. The Contractor shall provide a written report of friction test results.

### **METHOD OF MEASUREMENT**

**608-7.1 Asphalt surface treatment.** The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the Engineer.

The Contractor must furnish the Engineer with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

### **BASIS OF PAYMENT**

**608-8.1** Payment shall be made at the contract unit price per square yard for the emulsified asphalt surface treatment applied and accepted by the Engineer, and the contract unit price per lump sum for runway friction testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, including the friction testing and all work required to meet AC 150/5320-12, and any costs associated with furnishing a qualified manufacturer's representative to assist with test strips.

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Payment will be made under:

Item P-608-8.1            Emulsified Asphalt Surface Treatment – per square yard

**MATERIAL REQUIREMENTS**

ASTM C117            Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C136            Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

ASTM D5              Standard Test Method for Penetration of Bituminous Materials

ASTM D244            Standard Test Methods and Practices for Emulsified Asphalts

ASTM D2007           Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method

ASTM D2042           Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene

ASTM D2995           Standard Practice for Estimating Application Rate of Bituminous Distributors

ASTM D4402           Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer

ASTM D5340           Standard Test Method for Airport Pavement Condition Index Surveys

AC 150/5320-12       Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces

AC 150/5320-17       Airfield Pavement Surface Evaluation and Rating (PASER) Manuals

AC 150/5380-6        Guidelines and Procedures for Maintenance of Airport Pavements

**END OF ITEM P-608**

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## Item P-620 Runway, Taxiway and Apron Marking

### DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

### MATERIALS

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer’s certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

**620-2.2 Marking materials.** Paint shall be waterborne in accordance with the requirements of this paragraph. Paint shall be furnished in accordance with Federal Standard No. 595 as follows:

<u>Fed Std. No 595 Color</u>	<u>Number</u>
White	37925
Yellow	33538 or 33655
Black	37038

**a. Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952E, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**620-2.3 Reflective media.** Glass beads shall meet the requirements for Federal Specification TT-B-1325, Type III. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Paint Color	Glass Beads, Type III
White	See Table 1
Yellow	See Table 1
Black	Not used

### CONSTRUCTION METHODS

**620-3.1 Weather limitations.** The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature is at least 5°F (2.7°C) above the dew point or meets the manufacturer’s recommendations. Markings shall not be applied when the pavement temperature is greater than 130°F (55°C). Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

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**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

**620-3.3 Preparation of surface.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all contaminants minimizing damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.

At least 24 hours prior to remarking existing markings, the existing markings must be removed such that 75% of the existing markings are removed with a low pressure (3,500 – 10,000 psi) waterblast. After removal, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.

Prior to the application of any markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the type of marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's surface preparation and application requirements must be submitted and approved by the Engineer prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 Application.** Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacings shall be within the following tolerances:

<b>Dimension and Spacing</b>	<b>Tolerance</b>
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period of time in accordance with the manufacturer's recommendation shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being

applied. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

**620-3.6 Test strip.** Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons (4 liters) of paint and application of 35 lbs (15.9 kg) of Type I/50 lbs (22.7 kg) of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons (19 liters) of waterborne paint shall cover no more than 575 square feet (53.4 m<sup>2</sup>).

**Table 1. Application Rates For Paint And Glass Beads**

Paint Type	Paint Square feet per gallon, ft <sup>2</sup> /gal (Sq m per liter, m <sup>2</sup> /l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
<b>Waterborne Type I or II</b>	115 ft <sup>2</sup> /gal max (2.8 m <sup>2</sup> /l)	10 lb/gal min (1.2 kg/l)

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

**620-3.7 Removal of existing markings.** Existing markings which are shown to be removed shall be blocked out into rectangular shapes. Markings within the rectangular shapes shall be removed such that 100% of all paint is removed to the satisfaction of the Engineer. The remaining pavement area within the rectangular shape shall be treated with the same removal process such that the entire rectangular shape is uniform in appearance. Existing markings that do not conform to proposed markings shall be removed by sandblasting or vacuum blasting, such that 100% of all paint is removed to the satisfaction of the Engineer. The residue from sand blasting, including dust and water, shall be removed immediately after contact with the surface being treated. Said removal shall be by vacuum attachment operating concurrently with the blast cleaning operation, or by other methods approved by the Engineer. Black paint shall not be used to cover markings.

**620-3.8 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

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## METHOD OF MEASUREMENT

**620-4.1** The quantity of taxiway striping to be paid for shall be the number of square feet of painting (including reflective media and black paint, unless otherwise noted) performed in accordance with the specifications and accepted by the Engineer.

**620-4.2** The quantity of taxiway markings to be paid for shall be the number of each marking (including reflective media and black paint, unless otherwise noted) performed in accordance with the specifications and accepted by the Engineer.

**6201-4.3** The quantity of markings to be removed shall be the number of square feet of existing paint, performed in accordance with the specifications and accepted by the Engineer.

## BASIS OF PAYMENT

**620-5.1** Payment shall be made at the respective contract price per square foot (including reflective media and black paint, unless otherwise noted). This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**620-5.2** Payment shall be made at the respective contract price per each (including reflective media and black paint, unless otherwise noted). This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**620-5.3** Payment shall be made at the respective contract unit price per square foot for paint removal. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1-1	Paintstriping (Yellow, Non-Reflectorized)	-per square foot
Item P-620-5.1-2	Paintstriping (White, Non-Reflectorized)	-per square foot
Item P-620-5.1-3	Temporary Paintstriping (Yellow, Non-Reflectorized)	-per square foot
Item P-620-5.1-4	Temporary Paintstriping (White, Non-Reflectorized)	-per square foot
Item P-620-5.2-1	Surface Painted Taxilane Markings	-per each
Item P-620-5.3	Marking Removal	-per square foot

## TESTING REQUIREMENTS

ASTM C371	Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D711	Standard Test Method for No-Pick-Up Time of Traffic Paint
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness

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ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

**MATERIAL REQUIREMENTS**

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
American Association of State Highway and Transportation Officials (AASHTO) M247	Standard Specification for Glass Beads Used in Pavement Markings
FED SPEC TT-P-1952E	Paint, Traffic and Airfield Marking, Waterborne
Commercial Item Description A-A-2886B	Paint, Traffic, Solvent Based
FED STD 595	Colors used in Government Procurement
AC 150/5340-1	Standards for Airport Markings

**END OF ITEM P-620**