

H.A. CLARK MEMORIAL FIELD WILLIAMS, ARIZONA

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR HANGAR DEVELOPMENT

ADOT No. E5L02



Expires 6/30/2015

February 2015

Prepared by



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Prepared for

CITY OF WILLIAMS

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WILLIAMS, AZ 86046



**H. A. CLARK MEMORIAL FIELD
WILLIAMS, ARIZONA**

HANGAR DEVELOPMENT

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AC 150/5370-2F

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Expires 6/30/2015

Note: Addenda will issued as required

DIVISION 1
BIDDING DOCUMENTS

**H. A. CLARK MEMORIAL FIELD
WILLIAMS, ARIZONA**

HANGAR DEVELOPMENT

NOTICE TO BIDDERS

The City of Williams, will receive bids for furnishing and erection of a pre-manufactured T-Hangar building at H.A. Clark Memorial Field. Sealed bids will be received by either mail or hand-delivery to the City of Williams, 113 South 1st Street, Williams, Arizona 86046 until 12:00 PM local time **March 9, 2015**. Any bid received after the hour of closing time will be returned unopened. At the bid opening time, bids will be opened and read aloud.

The project construction budget range is approximately \$400,000 to \$450,000. The approximate general quantities involved in the proposed work are as described and set forth in the Technical Specifications.

The number of calendar days specified for the completion of the work is **150** calendar days.

Contract Documents may be viewed at the Administrative Offices, City of Williams, 113 South 1st Street, Williams, Arizona 86046. Contract Documents may be obtained from Stantec Consulting Services Inc. (Bill Harvey), 8211 South 48th Street, Phoenix, AZ 85044, (602) 438-2200. There will be no pre-bid conference.

The Bid Proposal must be made on the forms provided in the Contract Documents and with the exception of the project plans, shall be submitted as a complete set of bound documents.

A bid guaranty in the form of either a certified or a cashier's check made payable to the City of Williams for not less than ten percent of the amount of the bid or in the form of a surety (bid) bond for ten percent of the amount of the bid shall accompany the proposal. Surety (bid) bonds will be accepted only from corporate sureties authorized to do business in Arizona.

The City of Williams reserves the right to waive any and all technicalities and reject any or all bids as may be deemed to be in the Owner's best interest. Unbalanced bids are unacceptable.

City of Williams

Brandon Buchanan, City Manager

Publication:

INSTRUCTION TO BIDDERS

ARTICLE 1 - DEFINED TERMS AND STANDARD DOCUMENTS

- 1.1 Terms used in these Instructions to Bidders, which are defined in the General and Special Provisions, have the meanings assigned to them in the General and Special Provisions. The term "Successful Bidder" means the Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - BIDS RECEIVED

- 2.1 Refer to Notice to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION OF THE WORK

- 3.1 Refer to the Special Provisions for the location and description of the project.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.1 Refer to Notice to Bidders for information on examination and procurement of documents. All plan/specification holders shall be responsible for submitting accurate information to the ENGINEER at the time of purchasing plans and specifications. As a minimum, the information submitted to the ENGINEER shall include the name of company, current mailing address, telephone and telecopier (FAX) number. The OWNER and ENGINEER shall not be responsible for non-receipt of addendums due to incorrect or missing information furnished by the planholder.
- 4.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.
- 4.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

- 5.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which should delay the commencement, prosecution or completion of the Work.
- 5.2 As evidence of his competency to perform the Work, Bidder shall complete and submit with his Bid the Bidder's Qualification Statement. Low Bidders may be asked to furnish additional data to demonstrate competency.

- 5.3 Each Bid must contain evidence of Bidder's qualification to do business in the State of Arizona or covenant to obtain such qualification prior to execution of Agreement. In addition, Bidder shall be a holder of a State of Arizona Contractor's License for the type of work contained in the bid documents.

ARTICLE 6 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 6.1 Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly; (b) visit the site(s) to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 6.2 No information derived from any reports or records will in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Agreement nor entitle the Contractor to any additional compensation.
- 6.3 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Provisions or Drawings.
- 6.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 6 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents or the Contract Documents shall be submitted to ENGINEER in writing. In order to receive consideration, questions must be received by ENGINEER at least **eight** calendar days prior to the date fixed for the opening of Bids. The individual submitting the questions shall be responsible for its prompt delivery to the ENGINEER. Any interpretations of questions so raised, which in the opinion of ENGINEER require interpretations, will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding and Contract Documents for receipt prior to the date fixed for the opening of Bids. The ENGINEER and OWNER will not be responsible for oral interpretations or clarifications which anyone presumes to make on their behalf.
- 7.2 OWNER may issue such additional Addenda as may be necessary to clarify, correct or change the Bidding Documents or the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 7.1.
- 7.3 Addenda issued before the time in which to submit Bids expires shall be included in the Bid and shall be made a part of the Contract Documents.

ARTICLE 8 - BID SECURITY

- 8.1 Bids shall comply with MAG General Condition specification Section 102.8.

- 8.2 If the security is submitted in the form of a bond, it shall be issued and executed solely by a surety company or companies that hold a Certificate of Authority to Transact Surety Business in the State of Arizona issued by the Director of the Department of Insurance. An individual surety or sureties will not be accepted. A copy of the surety's current Certificate of Authority to Transact Surety Business in the State of Arizona shall accompany the Bid Bond. The attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power. The bid bond shall be in the form required by A.R.S. § 34-201 and shall name the Owner as obligee.
- 8.3 The security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract securities and insurance certificates and endorsements, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract securities and insurance certificates and endorsements, within 10 days or such additional time as may be allowed by the OWNER from the date of mailing the Notice of Award from the OWNER to the Successful Bidder or from the date of personal delivery of the Notice of Award to the Successful Bidder, OWNER may annul the Notice of Award and the bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure. Forfeiture will not preclude the OWNER from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 8.4 A Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required contract securities or insurance certificates and endorsements shall be liable to the OWNER for all damages resulting therefrom including reasonable attorney's fees. The bid security forfeited shall not be a limitation thereon.
- 8.5 The bid security of any Bidder who OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the 10th day after the execution of the Agreement by the Successful Bidder or rejection of all Bids, or the 90th day after the Bid opening. The bid security of other Bidders will be returned within two weeks after issuance of Notice of Award to the Successful Bidder.

ARTICLE 9 - CONTRACT TIME

- 9.1 The number of days within which the Work is to be completed (the Contract Time) are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, are as set forth in the Special Provision Paragraph 4.10.

ARTICLE 11 - SUBSTITUTE MATERIAL AND APPROVED ALTERNATES

- 11.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed alternates.
- 11.2 No request for approved equal will be considered after receipt of Bids.
- 11.3 Subject to ARS 34-104, if the Contractor wishes to submit an alternate building manufacturer for consideration by the Engineer/Owner, the Contractor shall submit to the Engineer/Owner, a minimum of eight days prior to the bid date, a complete technical proposal based on the alternate

system, including the following material: equipment brochures, detailed technical data sheets, detailed drawings, detailed dimensional layout diagrams, detailed operational description, evidence of manufacturing capability and experience of outside major fabricator. All hangars, even from preapproved suppliers, shall meet the requirement of the plans and specifications.

- 11.4 The proposal shall also include detailed information regarding design of foundations or site dimensions required for the alternate manufacturer plus an itemized estimate of all costs that will result directly or indirectly from acceptance of such alternate manufacturer including costs of re-design of additional site or construction features and claims of other contractors affected by the resulting change.
- 11.5 In addition to the above material, all product substitution proposals on the basis of alternate building manufacturer must include a list of five (5) existing applications supplied by the alternate manufacturer of comparable complexity and functional capability, along with a list of the names of the applications, names of the operating and owner personnel, telephone numbers and addresses so that the list can be used for the purpose of references by the Engineer/Owner.
- 11.6 If any of the above materials specified for the product substitution proposal are not included in the product substitution proposals, those proposals shall be considered nonresponsive and incomplete and shall be rejected by the Engineer/Owner.
- 11.7 In the event a contract is awarded based on an alternate building manufacturer, it is the Contractor's responsibility to see that the alternate manufacturer provides a system that meets the complete detailed functions specified herein.

ARTICLE 12 - SUBCONTRACTORS AND OTHERS

- 12.1 All Bidders shall submit with the Bid a list of all major Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) that the Bidder proposes to utilize on this Contract. The list of proposed major Subcontractors and other persons and organizations statements shall be submitted with the Bid. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his bid security. Any subcontractor, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.
- 12.2 The subcontractor information (containing the list of the proposed Subcontractors) submitted by other Bidders will be returned by the OWNER if requested following an award of Contract.
- 12.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.
- 12.4 The bidder must supply all the information required by the proposal forms and specifications.
- 12.5 All Contractor and subcontractor CDL operators are subject to drug and alcohol testing requirements of the U.S. Department of Transportation.

ARTICLE 13 - PREPARATION OF BID

- 13.1 A Bid must be made on the Proposal Form bound in the Contract Documents. **The Proposal Form shall not be separated nor shall it be altered in any way.**
- 13.2 The Bid Proposal must be completed in ink. Blank spaces in the Proposal Form must be filled in correctly where indicated. Ditto marks shall not be used.
- 13.3 Quantities as shown in the Bid Proposal are estimates based upon available information and are to be used for comparing bids only. The OWNER reserves the right to adjust the quantities as necessary to meet its needs.
- 13.4 A Bidder shall execute his Bid as stated below.
- A. A Bid by an individual shall show his name and official address.
 - B. A bid by a partnership must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary. The state of incorporation and official corporate address shall be shown.
 - D. All names must be printed below the signature.
 - E. All signatures shall be in longhand.
- 13.5 Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of the person signing the Bid.
- 13.6 Bids shall not contain any recapitulation of the Work to be done.
- 13.7 It is anticipated that only one contract will be awarded on the base bid schedule.
- 13.8 No oral, telegraphic or telephone proposal or modifications will be considered.
- 13.9 The Bid shall contain an acknowledgement of the receipt of all Addenda in the space provided in the Proposal Form.
- 13.10 The address to which communications regarding the Bid are to be directed shall be shown.

ARTICLE 14 - SUBMISSION OF BID

- 14.1 Bid shall be submitted at the time and place indicated in the Notice to Bidders and must include the following:

- ___ Bid Proposal Form
- ___ Bidders Qualification Statement
- ___ Bid Bond
- ___ Certified Copy of Resolution of Board of Directors
- ___ Noncollusive Bidding Certification
- ___ Certificate of Insurability
- ___ List of Subcontractors

14.2 The Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, his address, the name of the Project, and the contract name.

14.3 If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in another envelope plainly marked on the outside with the notation "H.A. Clark Memorial Field, Hangar Development Bid Enclosed." Mailed Bids shall be addressed to:

Attn: City Clerk
City of Williams
113 South 1st Street
Williams, AZ 86046

14.4 A Bid will not be accepted after the time indicated in the Notice to Bidders. Bid envelopes with insufficient postage will not be accepted by the OWNER. It is the sole responsibility of the Bidder to see that his Bid is delivered and received by the proper time and at the proper place.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

15.1 Withdrawal Prior to Bid Opening:

- A. A Bidder may withdraw his Bid before the time fixed for the opening of Bid by communicating his purpose in writing to the OWNER. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.
- B. The withdrawal of a Bid does not prejudice the right of a Bidder to file a new Bid, so long as the new Bid is submitted prior to the indicated closing time in the Notice to Bidders.

15.2 Modification Prior to Bid Opening:

If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in Paragraph 15.1.A and submit a new Bid.

ARTICLE 16 - OPENING OF BIDS

16.1 Bids will be opened by the Owner or their designated representatives and a successful bidder notified within 48 hours.

16.2 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

- 16.3 No responsibility will attach to the OWNER for premature opening of a Bid not properly addressed and identified in accordance with the Bid Documents.

ARTICLE 17 - DISQUALIFICATION OF BIDDERS

- 17.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds of believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.
- 17.2 An individual, firm, partnership or corporation submitting a sub-proposal to a Bidder, or who has quoted prices on material or equipment to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

ARTICLE 18 - BIDS TO REMAIN OPEN

- 18.1 All Bids shall remain open for 90 days after the day of the opening of Bids, but the OWNER may, in his sole discretion, release any Bid and return the bid security prior to that date. No Bidder may withdraw his Bid during this period without written permission from the OWNER.

ARTICLE 19 - AWARD OF CONTRACT

- 19.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids. The OWNER reserves the right to reject any Bid.

ARTICLE 20 - CONTRACT SECURITIES

- 20.1 Performance and Payment Bonds shall be furnished on the forms bound in Contract Documents.
- 20.2 The amounts of and other requirements for Performance and Payment Bonds are stated in the General Provisions.
- 20.3 The successful bidder shall, within 10 calendar days from the date that the OWNER mails the Notice of Award to successful bidder, deliver to OWNER, for his review and approval, the Performance Bond, the Payment (labor and material) Bond, and the Insurance Certificates.

ARTICLE 21 - CONTRACTOR'S INSURANCE

- 21.1 Concurrently with the execution of the contract, the Contractor shall furnish the City of Williams, Arizona a Certificate of Insurance on a standard industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona, or one that is named on the List of Qualified Unauthorized Insurers maintained by the Arizona Department of Insurance.

Contractor and subcontractors shall procure and maintain until all of their obligations, including any warranty periods under this contract, are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contact and in no way limit the indemnity covenants contained in this contract.

The City of Williams in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance

Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form	
General Aggregate/for this Project	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	Optional
2. Automobile Liability - Any Auto or Owned, Hired, and Non-Owner Vehicles	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
3. Worker's Compensation and Employers' Liability	
Workers' Compensation Statutory Employers' Liability:	
Each Accident	\$500,000
Disease-Each Employee	\$500,000
Disease-Policy Limit	\$500,000

B. Self-Insured Retentions/Deductibles

Any self-insured retention's and deductibles must be declared to and approved by the City of Williams. At the option of the City of Williams, either (1) the insurer shall reduce or eliminate such self-insured retentions with respect to the City of Williams, its officers, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense costs.

C. Other Insurance Requirements

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of Williams, its officers, officials, agents, employees and volunteers are to be listed as additional insureds with respect to liability arising out of; activities performed by, or on behalf of, the Contractor including the City's general

- supervision of the Contractor; products and completed operations of the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance shall contain broad form contractual liability coverage and shall not include XCU coverage.
 - c. The City of Williams, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limit of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - d. The Contractor's insurance coverage shall be primary insurance with respect to the City of Williams, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Williams, its officers, officials, agents, employees or volunteers shall be in excess to the coverage of the Contractor's insurance and shall not contribute to it.
 - e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - f. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - g. The policies shall contain a waiver of subrogation against the City of Williams, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the City of Williams.
 - h. Worker's Compensation and Employees Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Williams, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the City of Williams.

D. Notice of Cancellation

Each insurance policy required by the insurance provisions of this Agreement shall provided the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Williams. Such notice shall be sent directly to the City of Williams, Attn: Mr. Kyle Christiansen, Public Works Director.

E. Verification of Coverage

Contractor shall provide the City of Williams with Certificates of Insurance (ACORD form, modified as above or equivalent approved by the City of Williams) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

All certificates and endorsements are to be received and approved by the City of Williams before work commences.

Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

F. Subcontractors

Contractors certificates shall include all subcontractors as insured's under its policies on Contractor shall furnish the City of Williams separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be sufficient to cover all of its work performed herein.

G. Approval

Any modification or variation from the insurance requirements in this contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.”

- 21.2 Bids must be accompanied by a completed "Certificate of Insurability" duly signed by the Bidder and countersigned by the Bidder's insurance company's authorized representative. The form bound in the Contract Documents shall be used.

ARTICLE 22 - EXECUTION OF AGREEMENT

- 22.1 The Agreement shall be signed by the Successful Bidder and returned to the OWNER, together with contract securities and certificates of insurance and endorsements, within 10 days or such additional time as may be allowed by the OWNER from the date of mailing the Notice of Award from the OWNER to the Successful Bidder.
- 22.2 The Agreement, contract securities, certificates of insurance and endorsements, and other documents to be executed by the CONTRACTOR shall be executed in original-quintuplicate.
- 22.3 Upon execution of the Agreement, the CONTRACTOR shall provide a letter of certification from the Industrial Commission of Arizona that the CONTRACTOR is insured by the State Compensation Fund or is an authorized self-insurer, or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

ARTICLE 23 - NOTICE TO PROCEED

- 23.1 Issuance of the Notice to Proceed shall be issued by the City of Williams.

ARTICLE 24 - SPECIAL REQUIREMENTS

- 24.1 Compliance with Laws and Regulations:

The provisions of applicable federal, state and local laws and regulations shall become a part of the Agreement. The Contractor shall pay for necessary fees, including but not limited to, local grading permits and plan review fees.

24.2 Refuse Service:

The CONTRACTOR shall use his own forces and equipment to dispose of site refuse or debris at a legal disposal point of his choosing off airport property.

24.3 Compliance with the Immigration Reform and Control Act of 1986 (IRCA) is required. Contractor understands and acknowledges the applicability of the IRCA to him. Contractor agrees to comply with the IRCA in performing under this agreement and to permit inspection of his personnel records to verify such compliance.

24.4 All parties hereto acknowledge that this agreement is subject to cancellation by the City of Williams pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

24.5 All bidders are hereby advised that this contract is under and subject to Arizona Executive Order 75-5, dated April 28, 1975 as amended by Arizona Executive Order 99-4, relating to equal opportunity.

24.6 The duly authorized representatives of the State and City shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with ARS 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

PROPOSAL FORM

H.A. Clark Memorial Field Hangar Development

The undersigned Bidder offers and agrees, if this Bid is accepted, to enter into any Agreement with OWNER in the form included in the Contract Documents to furnish all material, equipment, labor, and everything necessary for completion of the work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

Bidder understands that construction and administration of this Project shall be in accordance with the requirements of these Contract Documents.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that they have examined the Instructions to Bidders, all of the other Bidding Documents and all of the Contract Documents including all Addenda; that they have familiarized themselves with all local conditions and federal, state and local laws, ordinances, rules and regulations; and that they have satisfied themselves as to all conditions affecting cost, progress or completion of the Work.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

The following documents and/or conditions are attached to and made a condition of this Bid.

1. Certificate of Insurability.
2. That the proposer is a licensed contractor in the State of Arizona.

BID SCHEDULE

The BID TOTAL shall reflect all mobilization costs, labor, materials, and equipment necessary to furnish, construct, install and commission a complete operational facility in accordance with these specifications and manufacturer's instructions.

Item No.	Description	Qty	Unit	Unit Price	Total
1	Design and furnish one complete pre-manufactured 10 Unit T-Hangar Building and foundation in accordance with project drawings and specifications including shipping, delivery, off-loading and securing the building components at H.A. Clark Memorial Field in Williams, Arizona inclusive of all permits and taxes, building erection including electrical wiring of the above 10 Unit T-Hangar Building on designated site at H.A. Clark Memorial Field.	1	LS		
BID TOTAL -					

& /100
Dollars

Written Words

THIS PROPOSAL IS SUBMITTED BY _____, a corporation organized under the laws of the State of _____, a partnership consisting of _____, or individual trading as _____ and is the holder of an Arizona State Contractor's License _____.

Classification _____ No. _____

(Failure to fill in the information above, regarding the proposer being a holder of Arizona State Contractor's License is grounds for rejection of the Bid.)

4.1 Date of organization: _____

4.2 Name and address of all partners. (State whether general or limited partnership):

5.0 If other than corporation or partnership, describe organization and name principals:

6.0 Do you plan to subcontract any part of this project? _____. If so, give details (i.e. names, addresses and dollar value of each proposed subcontract) _____

7.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

9.0 List name of project, owner, architect or engineer, contract amount, percent complete and schedule completion of the major construction projects your organization has in process on this date.

10.0 List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project with your organization has completed in the past five years.

11.0 List name, address and telephone number of a reference for each project listed under Items 9.0 and 10.0, above.

12.0 List name and construction experience of the principal individuals of your organization.

13.0 List the states and categories of construction in which your organization is legally qualified to do business.

14.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

14.1 A surety: _____

14.2 A bank: _____

14.3 A major potential supplier: _____

15.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicated Bidder's assets, liabilities and net worth.

15.1 Date of financial statement: _____

15.2 Name of firm preparing statement: _____

16.0 Attach a list of all proposed electrical equipment, including the name of equipment and manufacturer, model number and estimated time for delivery to the project site.

17.0 Dated at _____
this _____ day of _____, 2015.

(Print or Type Name of Bidder)

By _____

(Title)

(Seal, if corporation)

-----**(AFFIDAVIT FOR INDIVIDUAL)**-----

_____ being duly sworn, deposes and says that: (a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and (b) all of the foregoing qualification information is true, complete and accurate.

-----**(AFFIDAVIT FOR PARTNERSHIP)**-----

_____ being duly sworn, deposes and says that: (a) he/she is a member of the partnership of _____:

(b) he/she is familiar with the books of said partnership showing its financial condition; (c) the financial statement, taken from the books of said partnership, is true and accurate statement of the financial condition of partnership as of the date thereof; and (d) all of the foregoing qualification information is true, complete, and accurate.

-----**(AFFIDAVIT FOR CORPORATION)**-----

_____ being duly sworn, deposes and says that: (a) he/she is _____ of _____;

(Full Name of Corporation)

(b) he/she is familiar with the books of said corporation showing its financial conditions; (c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial conditions of said corporation as of the date thereof; and (d) that all of the foregoing qualification information is true, complete, and accurate.

-----**(ACKNOWLEDGEMENT)**-----

_____ being duly sworn, deposes and says that
he/she is _____ of _____;

(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf
of () himself/herself; () said partnership; () corporation

Sworn to be before this _____ day of _____, 2015, in the County of
_____, State of _____.

(Notary Public)

My Commission Expires: _____

(Seal)

ARIZONA STATUTORY BID BOND

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That,

(hereinafter "Principal"), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of William, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the **H.A. CLARK MEMORIAL FIELD, HANGAR DEVELOPMENT.**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this ____ day of _____, 2015.

PRINCIPAL

SURETY SEAL

By: _____
Attorney-in-Fact

Its: _____
Agency of Record

Agency Address

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS**

(Name of Corporation)

RESOLVED THAT _____ , _____
(Per Authorized to Sign) (Title)

of _____ be authorized to sign and submit the Bid or
(Name of Corporation)

Proposal of this corporation for the following project:

Hangar Development

The foregoing is a true and correct copy of the resolution adopted by _____

_____ At the meeting of its Board of Directors held on the

_____ day of _____ , 2015.

By: _____

Title: _____

(SEAL)

(This form must be completed if the Bidder is a corporation)

NONCOLLUSIVE BIDDING CERTIFICATION

STATE OF _____)

) SS

COUNTY OF _____)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to the law on my oath depose and say that:

I am _____ a _____,
(Name) (Title, Position, Etc)

of the firm of _____, the Bidder making the bid for the H.A. Clark Memorial Field, Williams, Arizona, Hangar Development project and that I executed the said Bid with full authority so to do; that said Bidder as not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Williams, relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit is awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

(Signature of Bidder)

(Printed or Typed Name of Bidder)

(Seal if Corporation)

Sworn to before me this _____ day of _____, 2015, in the County of _____, State of _____.

(Notary Public)

31H. A. CLARK MEMORIAL FIELD - WILLIAMS, ARIZONA

CERTIFICATE OF INSURABILITY

HANGAR DEVELOPMENT

I hereby certify that as a Bidder for this project, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposed, assure the Owner that I am able to produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit by bid bond.

By: _____

Date: _____

Signature

**H.A. CLARK MEMORIAL FIELD
HANGAR DEVELOPMENT**

ADOT NO. E5L02

LIST OF SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTOR AND SUPPLIER	ADDRESS	CONTRACT ROLE	DBE (YES/NO)	DOLLAR AMOUNT

(Signature)

(Date)

(Firm's Name)

(Title)

DIVISION 2
CONTRACT FORMS

**H. A. CLARK MEMORIAL FIELD
HANGAR DEVELOPMENT**

AGREEMENT

THIS AGREEMENT, is dated as of the _____ day of _____ in the year _____ and between the City of Williams, hereinafter referred to as the OWNER, and _____, hereinafter referred to as the CONTRACTOR.

WITNESSETH: The OWNER and the CONTRACTOR, in consideration of the mutual covenants herein after set forth, agree as follows:

ARTICLE 1 - WORK

1.1 CONTRACTOR shall at his own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to perform all Work required by the Contract Documents to construct:

10 Unit T-Hangar Building at H. A. Clark Memorial Field (CMR), complete in accordance with the Contract Documents.

ARTICLE 2 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are made a part thereof. The Contract Documents mean and include the following: Notice to Bidders, Instruction to Bidders, Proposal Form, Agreement, Performance Bond, Labor and Materials Bond, Certificate of Insurability, MAG General Provisions, Special Provisions, Drawings and Specifications, Addenda, Change Orders, Work Schedule, Certificate of Completion,

ARTICLE 3 - ENGINEER

3.1 The person, appointed as ENGINEER by the OWNER acting directly or through his duly authorized representative is herein called ENGINEER and will be the OWNER'S representative during construction until final payment is made and will have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

- 4.1 The Work shall be completely ready for final acceptance/payment in accordance with the Contract Documents within **150** calendar days. The calendar day count will begin as outlined in the written notice to proceed.
- 4.2 Failure of the OWNER to insist upon the performance of any covenant or condition with the time period specified in Paragraph 4.1 shall not constitute a waiver of the CONTRACTOR's duty to complete performance within the designated periods unless the waiver is in writing.
- 4.3 The OWNER's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Agreement entitling the OWNER to terminate.

ARTICLE 5 - LIQUIDATED AND SPECIAL DAMAGES

- 5.1 Liquidated Damages:
- A. OWNER and CONTRACTOR recognize that time is of the essence as to Substantial Completion and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 4, plus any extensions thereof allowed in accordance with Section 80 of the General Provisions. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved improving a legal or arbitration preceding the actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER for each calendar day that expires after the time specified in Article 4 for final completion, including any extensions made in accordance with Section 80 of the General Provisions.
- B. It is further agreed that said amount per day is a reasonable estimate of such damages, that said amount does in fact bear a reasonable relationship to the damage that would be sustained by the OWNER, and the CONTRACTOR agrees to pay such liquidated damages as herein provided.
- 5.2 OWNER may deduct the amount of liquidated damages, special damages, and other costs such as CONTRACTOR's failed testing costs, damages to City or County property from monies due CONTRACTOR under the Agreement.

ARTICLE 6 - CONTRACT PRICE

- 6.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents the prices stipulated in CONTRACTOR's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement.

ARTICLE 7 - PAYMENT PROCEDURES

- 7.1 Progress Payments:
- A. OWNER shall make monthly progress payments on account of the Contract Price on the

- A. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. CONTRACTOR's Applications for Payment will be due on the day as determined by OWNER at Pre-Construction Conference. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Section 70 of the General Provisions. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$1,000.00.
- B. The CONTRACTOR's monthly Application for Payment shall be accompanied by an updated work schedule and will be considered as a necessary requirement for progress payment purposes.
- C. The CONTRACTOR shall make an application for payment based on percent complete, as agreed to by the ENGINEER. The ENGINEER shall review this application for payment and make comments and suggestion for revision. Once the estimated percent complete approved by the ENGINEER, including change orders or force account work, the ENGINEER shall inform the CONTRACTOR of the approval payment amount. The CONTRACTOR shall then prepare an actual invoice from this pay estimate based on percent complete. The invoice shall be outlined in the specifications. It shall include a date. It shall reference the payment estimate or month. It shall have its own unique invoice number that shall not be duplicated on any other invoices. It shall have the project name and project number as required. The original invoice shall be submitted to the OWNER. The Accounts Payable Division of the OWNER will process the invoice in the following manner. The OWNER will review the invoice with the Accounts Payable Division after receipt, and approve the invoice based on the payment estimates and contract etc. It should be noted that the CONTRACTOR should list the total contract price, previous payments and deduct a 10% retainage from the total amount due to date so that the net amount due is the total amount due, less 10% retainage, less previous payments. The Accounts Payable Division will process the invoice and the CONTRACTOR will receive payment in accordance with the contract specifications. The CONTRACTOR shall be paid generally within 30 days from the date of the approved invoice.

7.3 Final Payment:

- A. Upon final completion and acceptance of the work the OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.1 As part of the inducement for OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress of performance of the Work.

- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of those reports that otherwise may affect cost, progress or performance of the Work, which were utilized by ENGINEER in the preparation of Special Conditions.
- C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 9.1 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such proposals.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, test, reports, and data with the terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 9 - DRAWINGS AND ADDENDA

- 9.1 The Drawings and/or Specifications comprise a set entitled "H. A. CLARK MEMORIAL FIELD, HANGAR DEVELOPMENT"
- 9.2 Addenda consisting of Number _____ to _____, inclusive.

ARTICLE 10 - MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Section 10 of the General Provisions shall have the meanings indicated in the General Provisions.
- 10.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, and his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 The City of Williams is not bound until the Contract is signed by the CONTRACTOR and subsequently signed by an authorized representative of the City of Williams.

The representative of the City of Williams will not sign the contract until the CONTRACTOR has performed all prerequisites to the execution of the Contract including bonding, insurance, licenses and permits.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on _____, 2015.

Approved As to Form:

CITY OF WILLIAMS ATTORNEY:

Signature

OWNER:

By _____
Signature

Title _____

ATTEST:

By _____
Signature

Title _____

CONTRACTOR:

By _____
Signature

Title _____

ATTEST:

By _____
Signature

Title _____

(Seal if bid is by a Corporation)

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of This Bond Must be 100 Percent of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the CITY OF WILLIAMS, in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Williams, dated the ____ day of _____, 2015, for the H.A. Clark Memorial Field Hangar Development, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDE, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 2015.

PRINCIPAL SEAL

AGENT OF RECORD

By: _____

SURETY SEAL

By: _____

AGENT ADDRESS

WITNESS:

By: _____

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of This Bond Must be 100 Percent of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Williams, State of Arizona (hereinafter called the Obligee), in the amount of Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 2015 for the H.A. Clark Memorial Field Hangar Development, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 2015.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

ATTEST:

By _____

AUTHORIZED SIGNATURE FORM

H.A. CLARK MEMORIAL FIELD

HANGAR DEVELOPMENT

Whereas, _____,
a _____(state) corporation, is required to execute certain documents which are
necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____,
(corporate name) that (name of parties authorized) _____, is/are
authorized to execute and sign on behalf of said corporate the following:

1. Contract
2. Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract.

The powers and duties herein granted shall be and are hereby granted for the duration of the
contract for this project or until express notice of revocation has been duly given in writing,
whichever is the lesser period.

Dated and passed by the Board of Directors this ____ day of _____, 2015.

(Signature of Persons Authorized to Sign) (Title) (Document No.)

CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

I, _____ of _____, a corporation, do hereby certify that
the above is a true and correct copy of a resolution adopted by the Board of Directors of
said corporation, at a meeting of said board held on _____, 2015, and that the same is in
full force and effect at this time. Dated _____, 2015.

(Officer of Corporation)
(Seal of Corporation)

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____ appearing before the undersigned Notary Public, and stated that _____ executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires

**CONTRACTOR'S AFFIDAVIT REGARDING
SETTLEMENT OF CLAIMS
H.A. CLARK MEMORIAL FIELD
HANGAR DEVELOPMENT**

To Whom It May Concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Williams, Arizona and Stantec Consulting Services Inc. against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Owner and Engineer may suffer arising out of the failure or the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 2015.

CONTRACTOR

By _____

STATE OF ARIZONA)

) SS

COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of 2015.

Notary Public

My Commission Expires

NOTICE OF AWARD

To: _____

Date: _____

PROJECT DESCRIPTION:

**H.A. CLARK MEMORIAL FIELD
HANGAR DEVELOPMENT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation for BIDS dated March 9, 2015 and Instruction for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____

You are required by the Instruction for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Liability, Vehicular, and Workmen's Compensation Insurance within ten (10) calendar days from the postmark date when this notice was sent by U.S. Mail.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____.

City of Williams

By: _____

Title: _____

Acceptance of Notice

(NOTE: The contractor shall return a signed copy of this notice to the owner.)

Receipt of this NOTICE OF AWARD is hereby acknowledged by:

Contractor

This the ____ day of _____, 2015.

By: _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

**RE: H.A. CLARK MEMORIAL FIELD
HANGAR DEVELOPMENT**

You are hereby notified to commence WORK in accordance with the Agreement dated 2015, on _____ when this Notice To Proceed becomes effective. According to the contract documents, you are to complete the WORK within _____ calendar days of the Notice to Proceed or by _____. The contract also provides for the sum of \$_____ as liquidated damages for each calendar day after the above established contract completion date that the work remains incomplete.

Project administration duties will be under the overall direction of Stantec Consulting Services, Inc., (602) 438-2200.

OWNER:
City of Williams

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

(NOTE: The Contractor shall return a signed copy of this Notice to the Owner and the Engineer)

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

this the _____ day of _____, 2015

By: _____

Name: _____

Title: _____

H.A. CLARK MEMORIAL FIELD

HANGAR DEVELOPMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT TITLE: _____ PROJECT NO. _____

CONSULTANT: _____

CONTRACTOR: _____

Application No. _____ Period From: _____ To: _____

Application is made for payment, as shown below, and on the attached Construction Progress Estimate Form, in accordance with the Contract Documents:

Original Contract Price: \$ _____

Approved Change Orders and Dates:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Change Orders Approved to Date: \$ _____

Adjusted Contract Price \$ _____

Total Amount Due to Date
(from attached Construction Progress Estimate) \$ _____

Retainage _____% \$ _____

Total Earned Less Retainage \$ _____

Less Previous Certificates for Payment \$ _____

Currently Payment Due \$ _____

Notice to Proceed _____ Date of Completion _____

Time Used ___% Complete ___%

**H.A. CLARK MEMORIAL FIELD
HANGAR DEVELOPMENT**

CERTIFICATE OF COMPLETION

(To be completed by Contractor)

I hereby certify that all goods and/or services required by the City of Williams, have been delivered in accordance with the contract documents and bid specifications, and all activities required by the contractor under the contract have been completed as of _____.
(Date)

Firm Name: _____

Principal: _____
(Name)

(Title)

(Signature) (Date)

CERTIFIED BY ENGINEER:

(Signature) (Date)

(Firm Name)

ARIZONA REGISTRATION SEAL

CERTIFICATION OF PAYMENTS

H.A. CLARK MEMORIAL FIELD

HANGAR DEVELOPMENT

The undersigned prime contractor on Project No. _____ hereby certifies that full payment was made to the firm indicated for material and/or work performed under this project's contract as follows:

DBE (Yes or No) _____

Firm Name _____ was/will be paid _____.

This certification is made under Federal and state laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the subcontractor/supplier/manufacturer was not paid in accordance with affidavits submitted by the prime contracts, all documentation supporting the contractor's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Prime Contractor

By _____

Title _____

Date _____

The undersigned subcontractor/supplier/manufacturer for the above named project hereby certified that payments were received and/or justification by contractor is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Subcontractor/Supplier/Manufacturer

By _____

Title _____

Date _____

CHANGE ORDER		(Date Prepared)	(Change Order No.) 1
(Public Agency) City of Williams	(Public Agency Address) 113 South First Street Williams, Arizona 86046	(Project Number) E5L02	
(Name of Airport) H.A. Clark Memorial Field	(Location of Airport) Williams, Arizona	(State) Arizona	(Total Contract Award)
(Name of Contractor)	(Address of Contractor)	TOTAL	\$ -
(Descriptions of Work Included in Contract) Hangar Development		(Original Contract Cost)	
		(Change Order 1 Cost)	
		(Revised Contract Cost)	
		(Contract Time) 150	(New Contract Time)
(Changes Ordered)			
(Reason for Change Order)			
SUBJECT TO CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:			
(Contract Price) ___ Not Changed ___ Increased by ___ Dollars ___ Decreased by _____ Dollars		(Contract Time) ___ Not Changed ___ Increased by ___ Days ___ Decreased by _____ Days	
THE FOREGOING IS IN ACCORDANCE WITH YOUR CONTRACT DATED _____ AS LISTED BELOW:			
A. The aforementioned change, and work affected thereby, is subject to all contract stipulations and covenants: B. The rights of the Public are not prejudiced; and C. All claims against the Public Agency which are incidental to or as a consequence of all aforementioned change(s) are satisfied.			
We are sending you the original and _4_ signed copies of this Change Order for your acceptance. Please return to us the original and _4_ signed copies, all bearing your dated signature. The original and one copy will be returned to you after approval.			
Owner Approval By: _____ Title: _____ Date: _____ A.D.O.T. Approval By: _____ Title: <u>ADOT Project Manager</u> Date: _____		(ACCEPTED) (Contractor) (Name) (Date)	

DIVISION 3
GENERAL PROVISIONS

Division 3 –GENERAL PROVISIONS
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DIVISION 3 – GENERAL PROVISIONS

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 AASHTO.

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

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 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. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

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, shall 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:

The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

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

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-19 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.

10-20 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.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. If applicable, 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.

10-23 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

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

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 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.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term "sponsor" shall have the same meaning as the term "Owner." Where the term "Owner" is capitalized in this document, it shall mean airport owner or sponsor only.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 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.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 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.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 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.

10-41 SPONSOR. See definition above of "Owner."

10-42 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.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 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.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-48 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.

10-49 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract when work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders).

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

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. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work.

Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 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. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

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

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

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

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

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

20-09 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.

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

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

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

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

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

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

c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

SECTION 30
AWARD AND EXECUTION OF CONTRACT

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

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

a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

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

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

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

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 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 hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection 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 such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

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 titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

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

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 nonperformed, 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 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, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10. Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 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. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

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

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

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

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

40-06 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 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

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

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

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

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

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

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

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition.

Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

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/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

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

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

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

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

50-03 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; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He 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 he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 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 his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

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

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

50-06 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 his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

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

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. N/A

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished.

Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

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

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

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

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

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

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

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

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

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

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

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

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

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

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

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

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

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

50-17 COST REDUCTION INCENTIVE. N/A

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

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

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

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, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

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

60-03 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, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

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

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

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

60-05 ENGINEER'S FIELD OFFICE. N/A

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 so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer.

Private property shall not be used for storage purposes without written permission of the owner or lessee of such property.

The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

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

60-07 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 herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

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

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

END OF SECTION 60

SECTION 70
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 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 prosecution 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, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 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:

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

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

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

70-05 FEDERAL AID PARTICIPATION. N/A

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/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/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/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 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 shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 25 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

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

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA 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 his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

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

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

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

70-09 USE OF EXPLOSIVES. N/A

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

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

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

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree.

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

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

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

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

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

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

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

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

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

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

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense.

During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

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

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

Utility Service or Facility

Person to Contact (Name, Title, Address, & Phone)

Owner's Emergency Contact (Phone)

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

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

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

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

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

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

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

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

70-15.1 FAA FACILITIES AND CABLE RUNS. N/A

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

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or 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/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. N/A

END OF SECTION 70

SECTION 80 PROSECUTION 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.

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

The Contractor shall perform, with his organization, an amount of work equal to at least fifty one (51) percent of the total contract cost.

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.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA (AOA) of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA 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:

AOA
TIME PERIODS AOA CAN BE CLOSED
TYPE OF COMMUNICATIONS REQUIRED WHEN WORKING IN AN AOA
CONTROL AUTHORITY

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

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

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

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

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

80-05 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 and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

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

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

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

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

80-06 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 he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

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

80-07 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/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

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

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

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

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

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and 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 completed.

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

80-08 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 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
Base	\$430 per calendar day	150 calendar days

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

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or

- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform such new work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 250 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 250 feet of an active runway at any time.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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

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

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

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

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

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

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 prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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

90-03 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 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 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 nonperform such contract item.

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

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

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

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

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

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

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

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges.

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

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

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

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

When not less than 95 percent of the work has been completed, the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done.

The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

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

90-07 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 anytime prior to use in the work.

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

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

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

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

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed.

The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

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

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

END OF SECTION 90

DIVISION 4
SPECIAL PROVISIONS

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DIVISION 4

SPECIAL PROVISION SPECIFICATIONS

4.01 OWNER

Wherever the word Owner, Sponsor, or Municipality appears in these contract documents it shall be construed to mean the City of Williams

4.02 DESCRIPTION OF THE WORK AND CONTRACT SCHEDULE

The work (project) described in the Proposal Form consists of all work, materials, parts, labor and equipment required to furnish, erect and make functional, one pre-manufactured 10 Unit Nested T-Hangar Building (approximately 231' x 51') at H.A. Clark Memorial Field, in Williams, Arizona. The project includes design and construction of the Portland Concrete Cement (PCC) building foundation, installation of electrical utilities, conduit, service panels, lighting and equipment, as shown or as described in these project specifications.

Upon execution of a Notice of Award, a Pre-Construction Conference will be scheduled to coordinate the start of the work. The date of the Notice to Proceed will be established at this conference contingent upon approval of the Contractor's schedule. The work will begin on the date specified in the Notice to Proceed, and the calendar day count will begin on this date. All work is to be completed within 150 calendar days.

4.03 SPECIFICATIONS AND CONTRACT DOCUMENTS

The following documents and Plan Sheets referenced in Section 4.04, labeled as Hangar Development, H. A. Clark Memorial Field, Williams, Arizona, ADOT No. E5L02, whether included herein or made a part by reference, are all part of this Contract:

- Notice to Bidders
- Instruction to Bidders
- Bid Proposal Form
- Bidders Qualification Statement
- Bid Bond
- Certified Copy of Resolution of Board of Directors
- Noncollusive Bidding Certification
- Certificate of Insurability
- List of Subcontractors and Suppliers
- Agreement
- Performance Bond
- Labor and Materials Bond
- Contractors Affidavit Regarding Settlement of Claims
- Notice of Award
- Notice to Proceed
- Payment Application Certificate
- Certificate of Completion
- Certification of Payment
- General Provisions Specifications
- Special Provision Specifications
- Technical Specifications

4.04 SCHEDULE OF DRAWINGS

The following Plan Sheets accompany and supplement these specifications.

<u>SHEET NO.</u>	<u>TITLE</u>	<u>DRAWING NO.</u>
1	Cover Sheet	G001
2	General Notes, Abbreviations, and Vicinity Map	G002
3	Project Layout, Phasing, Survey Control	G003
4	Phase I Nested T-Hangar (10)	C001
5	Nested T-Hangar (10) Grading and Paving Plan	C002
6	Details	C003
7	Floor Plan and Elevations	A001
8	Electrical Plan	E001
9	APS Plan	APS01

4.05 CONTRACTOR'S GUARANTEE

All work shall be constructed in compliance with these specifications and plans and must be guaranteed for a period of 1 year from the date of final acceptance.

The Contractor shall furnish a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price to guarantee the performance of the work and the payment of all legal debts incurred by reason of the Contractor's performance of the work.

4.06 ADDENDUM

Bidders shall acknowledge, by signature, on the Proposal Form the receipt of all addenda.

4.07 LIQUIDATED DAMAGES

Liquidated damages shall be \$430.00 per calendar day beyond the time specified (refer to General Provisions, Section 80, Paragraph 80-08).

4.08 FINAL PAYMENT

Upon satisfactory completion of all items called for in the Contract and in accordance with the approved plans and specifications, the Contractor shall furnish to the Owner, a written clearance from the Commissioner, Arizona Department of Labor, certifying that all payments then due of contributions or interest on wages paid to individuals employed in the performance of this Contract have been made by the Contractor or his subcontractors to the Unemployment Compensation Fund.

The Contractor shall also be required to furnish the Owner with sworn affidavits attesting that all subcontractors, employees, materials suppliers, mechanics, etc. have been paid in full, for all debts incurred by the Contractor for work on this Contract.

4.09 CONTRACTOR OPERATIONS ON THE AIRPORT

The Contractor shall control his operations so as to cause minimal interference with business operations. Construction activities hours of operation will not be limited. Access to the existing wash facility will be maintained at all times.

The Contractor will be required to attend a Pre-construction Conference and at that time will be informed of acceptable access routes and restricted areas on the airport.

Any damage to paved areas, lighting, existing structures, fences, or other areas outside the project area due to the Contractor's operations shall be required by the Contractor at no cost to the Owner.

4.10 ERRORS AND OMISSIONS

Minor errors or omissions in the Proposal Form, Plans, or Specifications shall not relieve the Contractor from fulfilling the general intent of the Contract or from completing any item or items called for in the Plans, Specifications, or Proposal Form to provide a complete operational facility.

4.11 ACCESS TO DOCUMENTS, RECORDS, ETC.

The Owner and ADOT or any of their duly authorized representatives shall be allowed access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Airports Program project for the purpose of making audit, examinations, excerpts, and transcriptions.

4.12 ENGINEER'S AND CONTRACTOR'S FIELD OFFICE

No Field Office is required

4.13 FURNISH WATER SUPPLY

All water required for and in connection with the work to be performed shall be provided by the Contractor.

4.14 POWER

All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at his expense. The Contractor shall remove all temporary electrical facilities installed by him, after completion of the work, if ordered to do so by the Engineer.

4.15 SANITARY FACILITIES

The Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 individuals. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

4.16 DAMAGE TO EXISTING PROPERTY

Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to the Owner.

Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection. Contractor shall be responsible for all damage to street, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

4.17 SECURITY

Contractor shall be responsible for protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

Security measures shall include such additional permanent and/or temporary security fencing and gates, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

In addition, the Owner will require that:

- Job foreman shall be responsible for assuring that the construction site is secure from unlawful intrusions by unauthorized individuals at the end of each day by exercising security awareness and oversight and locking gates used.

4.18 ACCESS ROADS

As shown on plans.

4.19 PARKING

The Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities. The Contractor's parking area will be located at the staging area upon approval of the Owner.

4.20 DUST CONTROL

Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment, shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

4.21 CONSTRUCTION SCHEDULES

The Contractor shall submit to the Engineer for approval its proposed construction schedule at the Pre-construction Conference. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including but not limited to estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials, placement of temporary security fence, removal and replacement of existing chain link fence, and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified time and in accordance with these specifications.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule for approval in advance of beginning revised operations.

In addition to the preliminary schedule required by the Special Conditions of the Construction Contract, the Contractor shall prepare a weekly schedule to shown all major elements of the work to be constructed in the next 2-week period. This schedule shall consist of a neat, easy-to-read, bar graph format and shall be submitted to the Engineer at the weekly progress meetings. Work to be done in the air operations areas shall be clearly identified along with estimated time duration, required access and approximate locations. This information will be updated as often as necessary by the Contractor and communicated to the Engineer who will then advise the Owner of progress, access requirements, etc. No access to the air operations area will be permitted prior to the Owner's receipt of complete scheduling information.

4.22 PRE-CONSTRUCTION CONFERENCE

The Contractor's project superintendent and the City of Williams shall attend a Pre-construction Conference, conducted by the Engineer to discuss the following subjects.

4.22.1 GENERAL INTEREST AND SAFETY ITEMS

1. The scope of the project and the sequence and timing of all operations. Submission of Contractor's preliminary construction schedule, barricade plan, temporary security fence and gate plan, list of equipment, list of subcontractors and the Contractor's emergency phone number list, for Airport approval.
2. Relationship of the resident engineer to the sponsor with emphasis on the authority of the resident engineer to act in the sponsor's behalf. Advise that the resident engineer has the authority to suspend operations, wholly or in part, when safety violations or nonconformance to the contract specifications are noted.
3. Identification of the Contractor's superintendent and a discussion of his/her authority and responsibilities.
4. Designation of sponsor representative responsible for notifying the Flight Service Station serving the airport of the proposed start and completion dates of construction or any circumstances requiring a NOTAM.
5. Scheduling of work and the need to perform certain items at various stages of the project, including operational safety problems which might arise because of the proposed work.
6. Notice to proceed date.

8. Security requirements.
9. All responsible parties must be alert to the following hazard-producing situations which may develop during the construction period.
 - a. Open trenches and settlement of backfill adjacent to pavement.
 - b. Damage to existing in-use pavement by construction forces.
 - c. Spillage from vehicles on active airport pavement.
 - d. Temporary stockpiling of material for an extended period of time.
 - e. Contractor vehicular traffic through active airport roadways.
 - f. Dust control and environmental factors, such as burning, waste disposal, etc.
 - g. Maintenance of sanitary facilities on the project site.

4.22.2 CONSTRUCTION ITEMS

1. The general requirements of quality control and testing to be discussed.
2. Emphasize the Role of the Resident Engineer. Duties include the following:
 - a. Inform the contractor of deficiencies so that corrections can be made prior to covering any substandard work with additional material.
 - b. Maintain record of quantity of materials used on the project.
 - c. Maintain a dairy. Contents of a diary should include:
 - (1) Weather conditions and temperature.
 - (2) Work in progress and location.
 - (3) Equipment in use - types and numbers.
 - (4) Size of work force including supervision.
 - (5) Hours worked per day for contractor or subcontractors.
 - (6) Materials delivered.
 - (7) Any instructions to the contractor.
 - (8) Principal visitors.
 - d. Maintain set of working drawings which can be used to prepare "as-constructed" drawing.
4. Discussion of periodic construction report, Construction Progress and Inspection Report.
5. Change orders, time extensions, periodic cost estimates, and liquidated damages.

4.22.3 ENVIRONMENTAL

1. Compliance with applicable federal, state, and local air and water quality standards during construction.
2. Environmental mitigation actions resulting from the environmental coordination process.

4.23 SHOP DRAWINGS AND SUBMITTALS

The contract documents shall be supplemented by such shop drawings and submittals as are necessary to control the work adequately. Shop drawings and submittals shall be furnished by the contractor and shall include such details as may be required to control the work adequately and are not included in the contract documents.

The contractor shall furnish five sets of shop drawings and submittals allowing 3 weeks for review. All shop drawings and submittals will be reviewed by the engineer for general compliance with the contract documents and no responsibility is assumed for correctness of dimensions or details. The engineer will indicate his action taken in response to the submittal or shop drawing by affixing a review stamp and indicating the action as follows:

"No exceptions taken," which means reviewed for construction, fabrication or manufacturer, subject to the provision that the work shall be in accordance with the requirements of the contract documents. Final acceptance of the work shall be contingent upon such compliance.

"Make corrections noted," which means unless otherwise noted on the drawings reviewed for constructing, fabrication or manufacture, subject to the provision that the work shall be carried out in compliance with all annotations or corrections indicated and in accordance with the requirements of the contract documents. Final acceptance of the work shall be contingent upon such compliance.

"Amend and resubmit," which means the review as noted is valid, and a corrected submittal of drawing is required.

"Rejected see remarks," which means that deviations from the requirements of the contract exists in the submittal such that no work based on such drawings or submittal shall be constructed, fabricated, or manufactured.

The contractor shall revise the drawing in compliance with the engineer's annotations and pursuant to all requirements of the contract and shall resubmit the drawing or submittal to the engineer for another review.

The Contractor shall submit, for review, a proposed schedule of submittals, shop drawings, working drawings, supplemental drawings, product data and samples as necessary to control the work adequately.

A partial list of submittals have been made and the list may not be complete and may be revised from time to time as the project progresses, as follows:

1. Preliminary construction schedule.
4. Final coordinated project schedule.
5. Weekly project schedule at weekly meetings.
6. List of equipment.
7. List of subcontractors.
8. A certification of inspection stating that all materials have been manufactured, sampled, tested and inspected so as to meet the requirements of the Contract Documents.
9. Shop drawings for concrete structures.
10. Written warranty at substantial completion.

4.24 SAMPLING AND TESTING

All tests for product submittals and contractor quality control testing shall be made and results certified by an independent laboratory approved by the OWNER. The Contractor shall pay for quality control testing required during production of materials. The OWNER will arrange and pay for required acceptance tests on a one time basis by the Airport's Engineer. Additional tests or re-tests required as a result of initial test rejections or failures, will be paid for by the Contractor.

4.25 EXISTING UTILITIES

The Contractor is hereby advised that the location of all utilities, as shown on the Plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Bluestake, Inc. The Contractor shall be responsible for any damage done to public or private property. The Contractor will be required to locate any and all Owner utilities prior to starting the work.

4.26 RECORD DRAWINGS

The Contractor shall keep one copy of all specifications, plans, addenda, modifications, working drawings and shop drawings at the site, in good order and annotate to show all changes made during the construction process as they occurred. Upon completion of the project and prior to submittal of the final application for payment, the annotated set of plans showing the "as-built" work together with any annotated working and shop drawings of significance shall be delivered to the Engineer for the Owner's record.

4.27 LIMITATION OF OPERATIONS

The following scheduling requirements are being provided to serve as supplemental information in preparation of the bid, as well as the operation criteria that must be met under this contract for Airside operations.

1. Definitions:
 - a. Air Operations Area: For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used, for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
 - b. Runway Lights/Runway Edge Lights: Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway lights are uniformly spaced and the intensity may be controlled or preset.
 - c. Threshold Lights: Fixed green lights arranged symmetrically left and right of the runway centerline, identifying the runway threshold.
 - d. Runway End Identifier Lights/REIL: Two synchronized flashing lights, one on each side of the runway threshold, which provide rapid and positive identification of the approach end of a particular runway.
 - e. Precision Approach Path Indicator/PAPI: An airport lighting facility providing vertical visual approach slope guidance to aircraft during approach to landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he/she is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.

- f. Airport Marking Aids: Marking used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. A runway should be marked in accordance with its present usage such as:
 - 1. Visual.
 - 2. Non-precision instrument.
 - 3. Precision instrument.
 - g. General Aviation: That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity and Large aircraft commercial operators.
 - h. Runway: A defined rectangular area on a land airport prepared for the landing and take-off run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees; e.g., runway 16 and runway 34.
 - i. Taxi: The movement of an airplane under its own power on the surface of an airport.
 - j. Taxiway Lights/Taxiway Edge Lights: Lights having a prescribed angle of emission used to define the lateral limits of a taxiway and are blue in color.
 - k. Visual Flight Rules/VFR: Rules that govern the procedures for conducting flight under visual conditions. The term "VFR" is also used in the United States to indicate weather conditions that are equal to or greater than minimum VFR requirements.
 - l. Air Carrier Operation: The take-off and landing of an air carrier aircraft and includes the period of time from 15 minutes before and until 15 minutes after the takeoff or landing.
 - m. Air Carrier Aircraft: An aircraft with a seating capacity of 19 or more passengers that is being operated by an air carrier.
 - n. Safety Area: A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.
2. Limitations of Operations.
- a. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of vehicle traffic areas of the airport.
 - b. When the work requires the Contractor to conduct his/her operations within traffic areas of the airport, the work shall be coordinated with the Owner (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close a traffic area.
3. Maintenance of traffic.
- a. It is the explicit intention of the contract that the safety of the general public, as well as the Contractor's equipment and personnel, is the most important consideration.

It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of vehicle operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors.

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

4.28 CONSTRUCTION SEQUENCE

The intent of the construction sequencing is to coordinate construction activities with the general aviation traffic.

The Contractor shall assist the Owner, through the Engineer, in coordinating his work so as to provide for the free and unobstructed movement of traffic. The Contractor will be required to submit a construction schedule prior to initiating the work and in addition, prepare and submit a weekly schedule to show all major elements of the work to be constructed in the next 2-week period as per section 4.30 of these Special Provision Specifications.

- A. Site preparation
- B. Construction of site improvements

4.29 LIEN RELEASE

The Contractor shall submit monthly to the Engineer, a lien release which documents that all subcontractors and material supplies have been paid for the previous months work. No payment for the current month will be made until all lien releases for the previous month have been provided by the Contractor. Final payment will be paid only after a Final Lien Release has been received for the entire project.

4.30 PRECEDENCE OF CONTRACT DOCUMENTS

These Specifications will govern over the Maricopa Association of Governments Uniform Standard Specifications. The Maricopa Association of Governments Uniform Standard Specifications with applicable City of Williams, regulations, codes and standards will govern for all procedures, performance requirements, general provisions and end result specifications not included.

The Civil portion of this project shall be constructed in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision, supplemented/modified by FAA General Provisions, Special Provisions, Technical Provisions and Plans contained herein.

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed agreement
2. Notice to Bidders
3. Special Provisions
4. Technical Provisions

5. Plans
6. General Provisions
7. MAG Standard Specifications and Details
8. Other documents referenced or included in the solicitation

4.31 LUMP SUM ITEMS

Alterations of lump sum items shall be met with a corresponding credit/increase in the lump sum price to reflect a decrease/increase in the specified scope of work.

4.32 PERMITS

The cost of all required construction permits shall be reimbursed to the contractor on as incurred basis. No markup shall be allowed of permit cost.

4.33 PAY ITEMS

All pay items relating to the work indicated in these contract specifications are listed in the bid proposal sheet. The Contractor shall include all necessary costs to complete this project within these items. Any work necessary to complete the project as represented in the Contract Specifications which is not specifically noted as a pay item on the bid proposal sheet shall be considered incidental to the project and no separate payment will be made. This project is a lump sum for a fully operational and commissioned facility.

4.34 CONSTRUCTION SURVEYING LAYOUT

The following describes the surveying services to be performed by the Contractor to accomplish construction of the project. Reference General Provisions Section 50-06.

Prior to commencement of the work, the Contractor shall set alignment stakes on the proposed plan roadway centerline at intervals not greater than forty feet on curves and two hundred feet on straight alignments for review and approval by the Engineer. Adjustments to the staked alignment may be made after review to minimize disturbance of existing terrain.

The Contractor will be responsible for providing surveying services for lines and grades, etc., as may be needed during day-to-day operations and providing as-built alignments to the Engineer for production of Record Drawings.

The Engineer will provide the following control staking, once only:

Provide base lines and benchmarks for survey control of the work.

4.35 LIEN RELEASE

The Contractor shall submit monthly to the Engineer, a lien release which documents that all subcontractors and material supplies have been paid for the previous months work. No payment for the current month will be made until all lien releases for the previous month have been provided by the Contractor.

Final payment will be paid only after a Final Lien Release has been received for the entire project.

4.36 TAXIWAYS AND APRONS MAINTENANCE

If the Contractor uses or his haul road crosses any area used by aircraft for taxiing, takeoff or parking, a power broom and/or hand sweeping shall be used to keep this area clean of debris which would damage aircraft engine or propeller. The Contractor shall be liable for any damages that occur.

4.37 WORK AREA BARRICADING

Contractor shall delineate work area.

4.38 DISPOSAL OF EXCESS MATERIAL

The Contractor shall dispose of all construction debris generated from this project off airport property. Organic materials from clearing and grubbing operations may be eligible for disposal by burning. Contractor shall coordinate with the City of Williams for permit requirements.

Excess earthwork and rock excavated on-site may be placed as directed by the Engineer or airport personnel.

END OF SECTION

DIVISION 5
TECHNICAL SPECIFICATIONS

**Division 5 HANGAR BUILDING SPECIFICATON
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HES	Hangar Electrical Specifications.....HES-1

**Division 5 HANGAR BUILDING SPECIFICATON
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T- HANGAR SPECIFICATIONS
With
ELECTRIC BI-FOLD DOORS

GENERAL

1.0 T - Hangars shall be supplied by a manufacturer who is regularly engaged in the manufacturing of aircraft hangar buildings and bi-fold hangar door systems. The T - Hangar package shall be supplied as a complete system and furnished by a manufacturer who designs and manufactures bi-fold doors and hangar buildings as an integral hangar building package. The hangar manufacturer shall have been engaged in the manufacture for a minimum of ten (10) years, and upon request from owner, provide a list of completed hangar projects.

1.1 Bidders shall base their bids on furnishing steel buildings manufactured by Erect-A-Tube, Inc. (EAT) or **an alternate manufacturer of “approved equal steel buildings”**.

The City of Williams understands that few pre-fabricated steel buildings are identical in all respects. Therefore, it is the intent of the City to establish a standard of quality, finish appearance, performance and to provide for protection of the City, by identifying steel buildings manufactured by Erect-A-Tube, Inc.

However, it is **not** the intention of the City to limit competition or to restrict the use of materials, products or sources which may be equal to or better than those set forth in these specifications. The City of Williams will be the sole judge as to whether a proposed equal steel building meets or exceeds the requirements set forth in these specifications.

2.0 Hangar sizes shall be as defined below

EAT Building Model Number:	N51-42 (or equal)
Number of Units	10-units
Building Length	231’0”
Building Width	51’0”
Building Eave Height	14’6”

Minimum Clear Unit Dimensions:

Clear Door Opening	41’6” x 12’0”
Wing Depth	18’0”
Tail Bay Depth	15’0”
Tail Bay Width	21’0”
Overall Unit Depth	33’0”

2.1 Maximum building width of 51’ shall be as measured from center line to center line of endwall columns.

2.2 Maximum building length of 231’ shall be as measured from center line to center line of endwall columns.

2.3 Eave height shall be as measured from the top of the eave purlin or door truss to the bottom of column base plate.

2.4 Bi-fold hangar door size shall be 41’6” x 12’0” minimum clearances as stated or shown on plans.

- 2.5 The North endwall of the aircraft hangar shall be designed for future expansion. Foundation piers should be designed to carry appropriate loads for future expansion. End storage bay passage door and side wall framing, along with end wall framing would be utilized should expansion occur. End storage unit 101 would be converted to a full hangar bay.

FRAMING

- 3.0 Structural steel framing may vary provided the overall building length and width dimensions do not exceed 231' x 51'.
- 3.1 Primary structural framing shall be main load carrying structural members. They shall include door trusses, rafters, interior columns and exterior columns. Minimum design deflection shall be L/240.
- 3.2 Rafters shall be steel wide flange beams "W" shaped ASTM A36 and shall be pre-punched for purlin connections, door truss, and interior column connections. Rafters shall be complete with factory welded ridge splice plates, and designed to support specified loads.
- 3.3 Door truss shall span width of bi-fold hangar door opening and shall be shipped full length for ease of construction. Door truss design shall be integral with door design. Door truss shall be factory welded with chords 4" x 4" x 1/8" minimum square structural welded steel tube ASTM A500 GR.B. and 3" x 1" x 1/8" minimum diagonal webbing. Door truss shall be pre-punched for column connection and bi-fold door hinges pre-located on upper door truss chord. Field welding of bi-fold door frames, door hinges or pick up plates are not acceptable.
- 3.4 Door columns shall be manufactured of steel wide flange beams "W" shapes ASTM A36 and shall be W6 x 15 pounds per foot minimum with pre-welded base plate and door truss saddles. Field welding of components are not acceptable.
- 3.5 Interior column shall be square structural welded steel tube ASTM A500 with pre-welded four bolt base plates and girt clips.

SECONDARY FRAMING

- 4.0 Secondary framing shall be the structural members which carry the loads to the primary framing systems; and shall include the purlins, girts, wind bracing and miscellaneous structural members.
- 4.1 Purlins shall be nominal 8" deep "Z" shaped members; and shall be manufactured of 16, 14, or 12 gauge steel designed for specified loads, and shall be fabricated of material based on the requirements of ASTM A570 or ASTM A572 as applicable.
- 4.2 Exterior wall girts shall be fabricated from 4" square structural weld steel tube or rolling formed cee sections of ASTM 570 or ASTM A572 as applicable. Flush mount design.
- 4.3 Interior partition girt shall be fabricated from 4" x 16 ga. red oxide steel "CEE" sections, when specified.
- 4.4 Provide wind bracing, rafter bracing, sheeting angles where required.
- 4.5 Provide a 3" x 8" x 16 ga. galvanized fuel containment angle at the base of all interior partition walls to prevent fuel spills from penetrating adjacent units. Include fuel resistant sealant. Anchor per manufacturer's recommendations.

FIELD CONNECTIONS

- 5.0 Structural field connections shall be bolted (unless otherwise noted). All primary bolted connections, as shown on manufacturer's drawing, shall be furnished with high strength bolts conforming to the physical specifications of ASTM A-325 or shall be Grade 5. All Grade 5 bolts shall be zinc plated.

PRIMING

- 6.0 All structural members shall be shop primed. Touch up shop priming as required.

WALLS AND ROOF

- 7.0 Roof sheets shall be 26 ga. galvalume coating conforming to ASTM specification A-792 with panel configuration with 1-1/4" min. high major ribs 12" on center. Sheeting should have a minimum yield of 80 ksi. Panel coverage shall be 36" and shall be furnished full length from building eave to ridge purlin. Minimum 25-year limited warranty. Roof sheets shall extend 10" beyond the eave line.
- 7.1 Wall sheet shall be 26 ga. galvalume coating conforming to ASTM specification A446 with a silicone polyester coating. Panel coverage shall be 36" and furnished full length. Panel configuration shall be 1-1/4" min. major ribs 12" on center. Sheeting should have a minimum yield of 80 ksi. Wall sheet shall be furnished full height. Minimum 35-year limited warranty. Provide touch up paint for all colors.

PARTITIONS

- 8.0 Partition sheet shall be 26 ga. galvalume. Panel configuration shall be 5/8" minimum with major ribs 9" on center and 36" panel coverage. Sheeting should have a minimum yield of 80 ksi. Partition sheeting to be full-height or as specified. Panel shall be furnished in full height and include bird-proofing trim between partition sheet and roof decking. Minimum 20-year limited warranty.

TRIM, CAULKING AND FASTENERS

- 9.0 Building trim shall include eave trim, gable trim, corner trim, service door trim, bi-fold hangar door trim. All trim shall be 26 ga. and manufactured of flat stock material equal in quality to wall sheets and color as selected from manufacturer's standard color chart. All trims to be hemmed. Trim pieces shall be packaged for shipment at factory.
- 9.1 Roof caulking shall be at all roof sheet side laps and at pre-formed ridge caps. Roof caulk shall be a tape sealant type and shall be pre-formed butyl rubber base and shall be supplied as a 3/16" x 3/8" extruded shape.
- 9.2 Inside and outside semi-rigid cross-linked polyethylene foam closure shall be provide as required to provide a bird proof building. Closures are to be provided on bi-fold doors, gable end walls, side walls, roof overhang, eave and rake of end wall. Closure shall be self-adhesive.
- 9.3 Fasteners provided as follows:
- 9.3.1 Roof fasteners shall be #12-14x1" Scotts 310 stainless steel head on carbon steel shank, hex head, with dual seal washer.
- 9.3.2 Roof stitch screws shall be #12x3/4" Scotts 310 stainless steel head screws with washers.

- 9.3.3 Wall fasteners shall be #12-14x1" Scotts stainless steel hex head color match self-drilling sheet metal screws with washer.
- 9.3.4 Wall sheet stitch screws shall be 1/4"-#14x3/4" Scotts steel hex head color match self-drilling lap screw with washer.
- 9.3.5 Partition sheet fasteners shall be #12-3/4" Scotts 310 stainless steel hex head self-drilling screws.
- 9.3.6 All sheet metal screws shall be installed as shown on building manufacturer's erection plans.
- 10.0 Building design loads shall be as stated herein, per City of Williams Design Standards and in accordance with the 2006 International Building Code standard design practices and ASCE 7-05.

Ground Snow Load	<u>40</u> psf (non-reducible or reducible)
Collateral Load	<u>6</u> psf
Wind Load	<u>90</u> mph
Exposure	<u>B, C</u>
Seismic Zone	<u>C</u>
Building Classification	
Construction Type	<u>II B</u>
Occupancy Category	<u>II</u>
Use Group	<u>S-2</u>
NFPA Construction Type	<u>II</u>
(000) Importance Factors	<u>1.0</u>

- 10.1 Design calculations, drawings and documents shall contain information requested for permits and approval and sufficient information for building erection and shall be as applied to products furnished.
- 10.2 Building reactions shall be furnished by building supplier and all structural calculations shall be sealed by a Registered Engineer in the State of Arizona.
- 10.3 Design of floors and foundation shall be the responsibility of Contractor. All foundation designs shall be sealed by a Registered Engineer in the State of Arizona.

DOORS

- 11.0 Bi-fold doors shall be integral with hangar building design. Door framing members shall be square tube jig welded in full size panels to eliminate any field welding. Door frames shall have pre-located top hinges factory located to align with pre-located door truss hinges on door header to eliminate field welding. Structural steel shall be ASTM A500 Grade B square structural welded steel tubing.
- 11.1 Electric bi-fold door operator shall be a top mounted operator on center of door truss and shall be provided with adjustable turnbuckles and fastened securely. Motor shall be 3/4 H.P. (minimum) 230 V.A.C. single-phase thermally protected and supplied with a reset button. Motor shall be totally enclosed capacitor start.

Cable drum shall be a direct drive drum by shaft mounted gearbox. Gearbox shall be oil bath two-stage gearbox, bronze worm gear, hardened steel spur gears, tapered roller and ball bearings.

Door operator shall be pre-wired at factory complete with 24 V.A.C. momentary up and down pressure-down push button control, magnetic controllers, geared rotary limit switch attached to cable drum designed to coordinate reversing operation, spring set electric brake, and up-stop safety switch; override safety mercury tilt switch to disconnect power in case of over travel.

Power connection shall be by heavy-duty 230-volt plug for easy connection.

- 11.2 Bi-fold door hardware shall include 3" dia. bottom guide roller with sealed bearing and column followers, manual cam locks of bi-fold door, center cane bolt pin 1" dia. minimum and embedded floor sockets, 16" minimum center plated door poppers and skid plates, all require hinge pins, 3/16" dia. 7x19 galvanized aircraft cables with wire rope clips and thimbles, bottom, top, sides and center 2-ply rubber astragals, 5" dia. steel sheave wheels with ball bearings.
- 11.3 Each bi-fold door shall be provided with 3'-0" x 6'-0" white steel flush entry door, 1-3/4" 24 ga. polyurethane foam core thermal broke leaf with R-12 insulation value, 16 ga. white thermal broke frame, dual seal bulb weather-stripping, and ANSU A156.2 Series 4000, Grade 2 lever lockset keyed and master keyed.
- 11.4 Manual latches on each side of bi-fold door.
- 11.5 Bi-fold door shall be installed according to manufacturer's installation instructions.
- 11.6 3'-0" x 7'-0" white steel flush entry door, 1-3/4" 24 ga. polyurethane foam core thermal broke leaf with R-12 insulation value, 16 ga. white thermal broke frame, dual seal bulb weather-stripping, ADA compliant low profile sill and ANSU A156.2 Series 4000, Grade 2 lever lockset keyed and master keyed. Door leaf has blocking for future door closer. Doors to be ADA compliant.
- 11.7 10'-0" x 10'-0" white sectional ribbed overhead door, 1-3/8 inches thick polystyrene insulation with fire retardant additive to meet requirements of UL R-1894A, steel skin thickness: minimum 0.022 inch, no windows, with one inside slide lock, tracks, weather stripping and spring counter balance.

LAYOUT PLAN

- 12.0 Building manufacturer to provide contractor with anchor layout plan and building column reactions.

VENTS

- 13.0 Continuous low profile air-flow ridge vent to include pre-formed ridge cap.
- 13.1 Vent consists of 26 ga. galvalume or color finish ridge vent cap, Profile Vent ventilation core, roof sealant and mounting components.

LOCKS

- 14.0 Lock out safety switches on manual door latches of bi-fold door so as to prevent bi-fold door system from opening unless both latches are unlocked.

STORAGE UNIT

- 15.0 One square storage unit fully partitioned off from the adjacent T-Hangar. Includes (one) 10'x10' framed opening for an overhead door and (one) 3070 entry door.
- 15.1 One "L" Shaped storage unit fully partitioned off from the adjacent T-Hangar. Includes (one) 3070 entry door.

T - HANGAR ERECTION

- 16.0** The Contractor will be responsible for erecting the pre-fabricated steel nested T– Hangar building in accordance with the manufacturer’s instructions and specifications, including all equipment, components, devices, hardware, operators, material and incidentals that may be required.
- 16.1** All construction shall be in full compliance with all applicable current National, State, County, and City of Williams, standards, codes, rules, statutes, regulations and ordinances.

END OF SECTION

**Division 5 HANGAR ELECTRICAL SPECIFICATION
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260200	– Excavating, Trenching and Backfilling
260300	– Concrete Pads and Bases
260519	– Building Wire and Cable
260526	- Grounding and Bonding
260529	– Supporting Devices
260534	– Conduit
260537	– Boxes
260553	– Electrical Identification
260701	– Utility Service Entrance
260717	– Mechanical and Overhead Door Wiring
260726	– Wiring Devices
260919	– Contactors
262813	– Fuses (Less Than 600 Volts)
265100	– Interior Lighting
265110	– Lamps

260000 ELECTRICAL SPECIFICATIONS

SECTION 260100 - BASIC ELECTRICAL REQUIREMENTS

A. PROJECT INCLUDES

1. Basic Electrical Requirements specifically applicable to Division 26 (Electrical) Sections, in addition to General Requirements.
2. Regulatory Requirements:
 - a. Conform to all applicable Building Codes, ordinances, laws and regulations.
 - b. Electrical: Conform to NFPA 70 - National Electrical Code.
 - c. Furnish products listed and classified by Underwriters, Inc., as suitable for purpose specified and shown.
3. Owner Furnished Electrical Equipment: Owner Furnished Contractor Installed. The Owner has previously procured the electrical metering section for installation by the Contractor for this project. See electrical plans for the meter section details. The Contractor shall install this equipment and place in working order.

SECTION 260200 - EXCAVATING, TRENCHING AND BACKFILLING

A. PROJECT INCLUDES

1. Perform excavation, trenching and backfilling to install underground electrical work.
2. Repair surfaces to match existing conditions.
3. Compact to 95% density by proctor.

SECTION 260300 - CONCRETE PADS AND BASES

A. PROJECT INCLUDES

1. Provide raised concrete platforms as housekeeping pads for all major pieces of electrical equipment, including switchgear, motor control centers and floor-mounted transformers.
2. Provide concrete pads for Utility Service Transformers and Transition Cabinets

B. PRODUCTS

1. Form Materials:
 - a. Lumber: Hem-Fir, No. 2 grade.
 - b. Steel Forms: Minimum 16 gauge.
 - c. Tubular Forms: Round, spiral wound laminated fiber material.
 - d. Reinforcing Steel: Grade 40.
2. Concrete:
 - a. Cement, 5-1/2 sack mix to provide 4-inch slump.

SECTION 260519 - BUILDING WIRE AND CABLE

A. PROJECT INCLUDES

1. Wires, cables, and connectors for power, lighting, signal, control and related systems rated 600 volts and less.

B. QUALITY ASSURANCE

1. Compliance: National Electrical Code; UL 4, 83, 486A, 486B, 854; NEMA/ICEA WC-5, WC-7, WC-8; IEEE 82.

C. PRODUCTS

1. Wire Components:
 - a. Conductors for Power and Lighting Circuits: Solid conductors for No. 10 AWG and smaller; stranded conductors for No. 8 AWG and larger.
 - b. Conductor Material: Copper.
 - c. Insulation: THHN/THWN for conductors size 500MCM and larger and No. 8 AWG and smaller; THW, THHN/THWN or XHHW insulation for other sizes based on location.
 - d. Jackets: Factory-applied nylon or PVC.
2. Connectors: UL listed solderless metal connectors with appropriate temperature ratings.

SECTION 260526 - GROUNDING AND BONDING

A. PROJECT INCLUDES

1. A grounding conductor will be provided in each conduit or raceway system and all grounding will be in accordance with the National Electrical Code.
2. A grounding grid will be provided for new service entrances, site lighting and transformers.

B. PRODUCTS

1. Rod Electrode: Equal to Blackburn, copper, 3/4-inch, 10-feet long.
2. Mechanical Connectors: Equal to Blackburn, bronze.
3. Exothermic Connectors: Equal to Cadweld.
4. Conductor: Strand copper, 4/0 AWG, for grounding electrode and transformer, equipment grounding system, green insulation, size to meet NFPA 70 requirements.

SECTION 260529 - SUPPORTING DEVICES

A. PROJECT INCLUDES

1. Anchors, fasteners and supports will be provided in accordance with NECA "Standard of Installation."

SECTION 260534 - CONDUIT

A. PROJECT INCLUDES

1. Electrical conduit for electrical power and signal distribution.

B. PRODUCTS

1. Wiring Methods:
 - a. Exposed Indoor Wiring: Electrical metallic tubing.
 - b. Concealed Indoor Wiring: Electrical metallic tubing.
 - c. Exposed Outdoor Wiring: Rigid steel or PVC Schedule 80.
 - d. Underground Wiring: Rigid nonmetallic conduit, Schedule 40.
 - e. Connection to Vibrating Equipment: Flexible Metal conduit, liquidtight at wet or damp locations.
2. Metal Conduit and Tubing:
 - a. Rigid Steel Conduit: ANSI C80.1.
 - b. PVC Externally Coated Rigid Steel Conduit and Fittings: ANSI C80.1 and NEMA RN 1.
 - c. Electrical Metallic Tubing (EMT) and Fittings: ANSI C80.3.
 - d. Flexible Metal Conduit: UL 1 zinc-coated steel.
 - e. Liquidtight Flexible Metal Conduit and Fittings: UL 360.
3. Nonmetallic Conduit and Ducts:
 - a. Electrical Nonmetallic Tubing (ENT): NEMA TC 13.
 - b. Rigid Nonmetallic Conduit (RNC): NEMA TC 2 and UL 651, Schedule 40 or 80 PVC.
 - c. Liquidtight Flexible Nonmetallic Conduit and Fittings: UL 1660.

SECTION 260537 - BOXES

A. PROJECT INCLUDES

1. Provide outlet boxes for all electrical devices and for junctioning points of the wiring system.
2. Galvanized steel. Sectional or handy boxes not allowed.

B. PRODUCTS

1. Outlet Boxes:
 - a. Manufacturers: Equal to Appleton, galvanized steel, standard electrical type.

SECTION 260553 - ELECTRICAL IDENTIFICATION

A. PROJECT INCLUDES

1. Provide identification for all major pieces of electrical equipment, including switchgear, transformers, special system control panels, and control switches. Utilize engraved nameplates for identification.

B. PRODUCTS

1. Nameplates: Engraved three-layer laminated plastic, white letters on black background. White letters on red background for emergency power, 1/8-inch letters.
- 2.

SECTION 260919 - CONTACTORS

A. PROJECT INCLUDES

1. Contactors will be used to control loads from one location.

B. PRODUCTS

1. Manufacturers: Asco, Square D, Westinghouse.
2. Mechanically held, electrically operated, control module for 2-wire control.

SECTION 262701 - UTILITY SERVICE ENTRANCE

A. PROJECT INCLUDES

1. Coordinate with APS - Utility for permanent electric service.
2. Permits, fees, licenses and Utility Company charges for services will be paid by the Owner.

SECTION 262717 - MECHANICAL AND OVERHEAD DOOR WIRING

A. PROJECT INCLUDES

1. Provide connections to mechanical and process equipment. Utilize with flexible conduit for vibrating equipment.
2. Make all connections in accordance with equipment manufacturer's instructions.

SECTION 262726 - WIRING DEVICES

A. PROJECT INCLUDES

1. Wiring devices for general power and switching requirements.

B. QUALITY ASSURANCE

1. Compliance: National Electrical Code, NEMA WD 1, UL.

C. PRODUCTS

1. Wiring Devices and Components:
 - a. Receptacles: UL 498 and NEMA WD 1.
 - b. Ground-Fault Interrupter (GFI) Receptacles: Feed-thru type ground-fault circuit interrupter with integral duplex receptacles.
 - c. Switches: UL 20 and NEMA WD 1, AC switches.
 - d. Cover Plates: Stainless steel.

SECTION 262813 - FUSES (LESS THAN 600 VOLTS)

A. PROJECT INCLUDES

1. Provide fuses for all fuse holders. Provide spare fuses (quantity 10% or a minimum of 3 each size, each style) for future use. Provide in a spare fuse cabinet.

B. PRODUCTS

1. Manufacturers: Bussman, Gould/Shawmut.
2. 600 Amperes and Less: Class RK1. 601 Amperes and Larger: Class L.

SECTION 262818 - DISCONNECT SWITCHES

A. PROJECT INCLUDES

1. Provide safety switches for disconnecting means at equipment and other locations that require electrical isolation.

B. PRODUCTS

1. Manufacturers: Square D, ITE, Westinghouse, heavy duty type, NEMA I enclosure, NEMA 3R for wet locations, fused or nonfused as indicated on Drawings.

SECTION 265100 – INTERIOR LIGHTING

A. PROJECT INCLUDES

1. Interior lighting fixtures, lamps, ballasts, emergency lighting units, and accessories.

B. QUALITY ASSURANCE

1. Compliance: NFPA 70 "National Electrical Code."

C. PRODUCTS

1. Interior Lighting Components:
 - a. Fluorescent Fixtures: Fixtures, UL 1570; ballasts, UL 935, energy-saving, electronic.
 - b. High Intensity Discharge (HID) Fixtures: UL 1572; ballasts, UL 1029; instant restrike device.
 - c. Incandescent Fixtures: UL 1571.
 - d. Exit Signs: UL 924, self-powered battery type and self-powered luminous source type.
 - e. Emergency Lighting Units: UL 924.
 - f. Emergency Fluorescent Power Supply: UL 924.
 - g. Lamps: ANSI Standards, C78 series.
 - h. Suspended Fixture Support Components: Stem, rod, and hook hangers.

SECTION 265110 - LAMPS

A. PROJECT INCLUDES

1. Provide lamps for all lighting fixtures.

B. PRODUCTS

1. Manufacturers: General Electric, Philips, Sylvania, Venture.
2. Fluorescent: Per fixture schedule.
3. Incandescent: 130 volt, extend service rating.
4. High Intensity Discharge: Coated.

END OF SECTION

APPENDIX

Reference "Operational Safety on Airports During Construction", Advisory Circular 150/5370-2F,
www.faa.gov



City of Williams

Building Department

BUILDING AND DESIGN CRITERIA, SUBMITAL REQUIREMENTS

DESIGN CODES

2006 International Building Code
2006 International Residential Code
2006 International Fire Code
2006 International Mechanical Code
2006 International Plumbing Code
2006 International Fuel Gas Code
2006 International Existing Building Code
2006 International Property Maintenance Code
2006 International Code Council Electrical Code- Administrative Provisions
2005 National Electric Code
Americans with Disabilities Act Accessibilities Guidelines

DESIGN CRITERIA

Roof Snow Load: 40psf Frost Line: 30" below finish grade
Wind Speed (3 second gust): 90mph Exposures: B, C contact Building Dept. confirm
Seismic Design Category: C
Flood Insurance Rate Map: Community Panel # 040027-0001B-4B

COVER SHEET REQUIREMENTS

(All Commercial Plans shall have a cover sheet listing the following:)

*Residential Requirements

*Design Codes	Type of Construction	Occupancy
*Floor Area	*Design Criteria	Occupancy Load
*Site Address	Required Special Inspections	Number of Employees
*Legal Description (APN)	*Additional Required Submittals	Design Professionals

ORDINANCE 912

AN ORDINANCE OF THE CITY OF WILLIAMS REPEALING TITLE 7, CHAPTER 1 OF THE WILLIAMS CITY CODE AND ADOPTING THE 2006 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL EXISTING BUILDING CODE, AND THE 2005 EDITION OF THE NATIONAL ELECTRIC CODE; TO INCLUDE CERTAIN APPENDICES, REFERENCE MANUALS AND PUBLICATIONS AND PROVIDING FOR AMENDMENTS, ADDITIONS AND DELETIONS THERETO.

WHEREAS, The City's existing building code, and other related codes are in need of revision in order to clarify and effectively regulate construction within the city limits of the City of Williams;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS, ARIZONA as follows:

SECTION 1: The International Building Code; International Residential Code; International Mechanical Code; International Plumbing Code; International Fire code; International Fuel Gas Code; International Property Maintenance Code; International Existing Building Code; and National Electric Code are adopted and amended on Exhibit A, and the Table of Contents of Title 7, Chapter 1 is amended to read as follows:

TITLE 7 BUILDING AND FIRE REGULATIONS CHAPTER 7-1 – INTERNATIONAL CODES

- Article 1.01 – Adoption of International Building Code, 2006 Edition
- Article 1.02 – Amendments to the International Building Code, 2006 Edition
- Article 1.11 – Adoption of the International Residential Code, 2006 Edition
- Article 1.12 – Amendments to the International Residential Code, 2006 Edition
- Article 1.21 – Adoption of the International Mechanical Code, 2006 Edition
- Article 1.22 – Amendments to the International Mechanical Code, 2006 Edition
- Article 1.31 – Adoption of the International Plumbing Code, 2006 Edition
- Article 1.32 – Amendments to the International Plumbing Code, 2006 Edition
- Article 1.41 – Adoption of the International Fire Code, 2006 Edition
- Article 1.42 – Amendment to the International Fire Code, 2006 Edition
- Article 1.51 – Adoption of the International Fuel Gas Code, 2006 Edition
- Article 1.52 – Amendments to the International Fuel Gas Code, 2006 Edition
- Article 1.61 – Adoption of the International Property Maintenance Code, 2006 Edition
- Article 1.62 – Amendments to the International Property Maintenance Code, 2006 Edition
- Article 1.71 – Adoption of the International Existing Building Code, 2006 Edition
- Article 1.72 – Amendments to the International Existing Building Code, 2006 Edition
- Article 1.81 – Adoption of the National Electric Code, 2005 Edition
- Article 1.82 – Amendments to the National Electric Code, 2005 Edition

SECTON 2: Repeal of prior inconsistent ordinances. City ordinance #706, #724, #755, #778, and #866 are hereby repealed in their entirety.

EXHIBIT A
TITLE 7
BUILDING AND FIRE REGULATIONS
CHAPTER 7-1 INTERNATIONAL CODES

Article 7-1.01 – Adoption of the International Building Code (IBC), 2006 Edition

There is hereby adopted by reference, that certain document known as the International building Code, 2006 Edition, including *Appendix J*, as published by the International Code Council, which shall be and is known as the Building Code for the City of Williams, in the State of Arizona; for the control of building and structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building code are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this Ordinance. Nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit, or proceeding impending in any court or any rights acquired as cited in this ordinance nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Article 7-1.01 (a) – The following sections of the IBC are hereby revised:

Section 101.1 Insert: **City of Williams**

Section 108.2 Fee Schedule as established by the authority having jurisdiction within the City of Williams

Section 3410.2 **Adopted** November 12, 2009; **Effective** January 1, 2010.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.02 – Amendments to the International Building Code, 2006 Edition

Section 112 Board of Appeals. – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Section 113 Violations. – Amended by addition of these two (2) paragraphs, the additions to read:

- (a) Any person, firm or corporation violating any of the provisions of this Code, or the herein referenced codes, or who fails to comply herewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Building Official, Fire Chief or Fire Marshall, or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every violation and noncompliance, respectively, be deemed guilty of a separate offense for each and every day or portion thereof, during which any violation of any of the provision of the Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than Five Hundred (\$500.00) Dollars or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time.

- (b) Validity. If any title, chapter, article, section, subsection, sentence, clause, phrase, or portion of the Code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 105.2 Work exempt from permit.

- * Exemption #1 Amended by changing floor area not to exceed 144 sq. ft.
- * Exemption #2 Amended to delete Exemption #2 fences not over six (6) feet high.

Section 108.6 Refunds. – Amended by adding – The building official may authorize refunding of a fee paid hereunder which was erroneously paid if collected.

- The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.
- The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 111.1 Connection of service utilities. – Amended by the addition of a second paragraph to read: Building service equipment that has been disconnected from a source of energy, fuel, power or water supply for a period of 1 year shall require a permit as described above prior to reconnection.

Section 1612.3 Establishment of flood hazard areas. – Amended by deletion of this paragraph and addition of State of Arizona Floodplain Management for the City of Williams. Ord. #858

Section 3109 Swimming Pool Enclosures and Safety Devices. – Amended by the deletion of this section and addition of the mandated State Pool Barrier Requirements.

Chapter 11, 13, and 34 – Amended by deletion in their entirety.

Article 7-1.11 – Adoption of the International Residential Code, 2006 Edition

There is hereby adopted by reference, that certain document known as the International Residential Code, 2006 Edition, including *Appendices A, B, C, D, M, N, O*, as published by the International Code Council, regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and town houses in the City of Williams; providing for the issuance of permits and collection of fees therefore and each and all of the regulations, provisions, conditions, and terms of such International Residential Code, 2006 Editions, published by the International Code Council are hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance, excepting such portions as are hereafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.12 – Amendments to the International Residential Code, 2006 Edition

Section R105.2 Work exempt from permit.

- * Exemption #1 Amended by changing floor area not to exceed 144 sq. ft.
- * Exemption #2 Amended to delete Exemption #2 fences not over six (6) feet high.

Section R108.2 – Amended to say Fee Schedule as established by the authority having jurisdiction within the City of Williams.

Section R108.5 Refunds. – Amended by adding – The building official may authorize refunding of a fee paid hereunder which was erroneously paid if collected.

- The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.
- The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section R111.1 Connection of service utilities. – Amended by the addition of a second paragraph to read: Building service equipment that has been disconnected from a source of energy, fuel, power or water supply for a period of 1 year shall require a permit as described above prior to reconnection.

Section R112 Board of Appeals. – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Section R113 Violations. – Amended by addition of these two (2) paragraphs, the additions to read:

- (a) Any person, firm or corporation violating any of the provisions of this Code, or the herein referenced codes, or fail to comply herewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Building Official, Fire Chief or Fire Marshall, or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every violation and noncompliance, respectively, be deemed guilty of a separate offense for each and everyday or portion thereof, during which any violation of any of the provision of the Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punished by a fine of not more than Five Hundred (\$500.00) Dollars or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time.
- (b) Validity. If any title, chapter, article, section, subsection, sentence, clause, phrase, or portion of the Coded is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section R309.1 – Amended by addition, Door must be self closing, which allows the door to latch into its frame.

Section R309.2 – Amended by deletion of ½ inch in the first sentence of this paragraph and replace with 5/8 inch type X.

Section R311.2.2 – Amended by replacing printed dimension ½ inch, with 5/8” type X

Section R311.4.3 exceptions 2&3. – Amended by increase of the maximum height below the top of the threshold to not more than 8 inches from 7-3/4 inches.

Section R311.5.3.1 – Amended by increasing the maximum stair riser height to not more than 8 inches.

Section R311.5.3.2 – Amended by decreasing the minimum stair tread to not less than 9 inches.

Section R312.1 – Amended with the following sentence added “Guards shall be designed so that they are non-climbable”.

Section R322.1 – Amended by deletion of paragraph and insert Arizonans with Disabilities Act Standards.

Section R403.1.1 – Amended by deletion of sentence “spread footing shall be at least 6 inches in thickness” and addition to read “spread footing shall be at least 8 inches in thickness”

Section N1101 Energy Efficiency. - Amended by deletion of any Insulation R-value requirements for the City of Williams and insert following minimum requirements.

- Ceiling with attic R-30
- Exterior walls R-19 or R-13 with structural sheathing
- Under floor R-19
- Basement walls R-8
- Glazing U factor .35
- Supply & Return air ducts R-6

Section G2415.9. – Amended by replacing 12 inches with 18 inches below grade

Article 7-1.21 – Adoption of the International Mechanical Code, 2006 Edition

There is hereby adopted by reference, that certain document known as the International Mechanical Code, 2006 Edition, including *Appendix A*, as published by the International Code Council. Said document is hereby adopted as the Mechanical Code providing for the regulating, installation and maintenance of heating, ventilating, cooling and refrigeration systems, and each and all such regulations, provisions, conditions and terms of the International Mechanical Code, 2006 Edition and *Appendix A*, are hereby referred to, adopted and made a part hereof as though fully set forth herein, excepting such portions as are hereafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.22 – Amendment to the International Mechanical Code, 2006 Edition

Section 109 – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Section 306.5.1 Sloped Roofs – The wording of the first sentence of the first paragraph shall be revised as follows: “Where appliances are installed on a roof having a slope greater than 5 units vertical and 12 units horizontal and having an edge more than 30 inches above grade at such edge, a level platform shall be provided on each side of the appliance to which access is required by the manufacturer’s installation instructions for service, repair or maintenance.”

Article 7-1.31 – Adoption of the International Plumbing Code, 2006 Edition

There is hereby adopted by reference the International Plumbing Code, 2006 Edition, Including *Appendices C, E, F*, that certain document as published by the International Code Council. Said document is hereby adopted as the Plumbing Code for the City of Williams for regulating the installation, maintenance and repair of plumbing, drainage systems, water systems, gas systems, and each and all such regulations, provisions, penalties, conditions and terms of the International Plumbing Code, 2006 Edition and *Appendices C, E, F*, are hereby referred to, adopted and made a part hereof as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.32 – Amendments to the International Plumbing Code, 2006 Edition

Section 109 – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Section 305.1 – Amended by adding a paragraph to read: Copper piping bedded in cinder fill shall be protected with a minimum 4 mil plastic sleeve color coded; blue-cold, red-hot.

Section 305.6.1 – Amended by inserting 12 inches in place of [NUMBER]

Section 504.6.5 #5 – Amended by deletion of second sentence and “When discharging to the outdoors, termination shall be not less than 6 and not more than 24 inches above grade.

Section 904.1 – Amended by inserting 16” in place of [NUMBER]

Article 7-1.41 – Adoption of the International Fire Code, 2006 Edition

There is hereby adopted by reference that certain document known as the International Fire Code, 2006 Edition, including *Appendices B, C, D, E, F, G*, that certain document as published by the International Code Council. Said document is hereby adopted as the Fire Code for the City of Williams and such other areas as may be included by direction and agreement of the City Council providing for the regulations governing conditions hazardous to life and property from fire or explosion and each and all such regulations, provisions, penalties, conditions and terms of the International Fire Code, 2006 Edition and *Appendices B, C, D, E, F, G*, are hereby referred to, adopted and made a part hereof as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.42 – Amendments to the International Fire Code, 2006 Edition

Section 108 – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Section 903.2 & 907.2 – Amended to read “Where an approved system is required a Knox Security box shall be installed at a location determined by the Authority having Jurisdiction”

Section 3804.3 – Amended by adding an additional paragraph to read: in no case shall an L.P. gas container greater than 50 gallon water capacity be installed within 1000 feet of existing natural service. Exception: Installation of L.P. gas dispensing facilities according to N.F.P.A. Chapter 58 and approved by the Fire Chief.

Article 7-1.51 – Adoption of the International Fuel Gas Code, 2006 Edition

There is hereby adopted by reference the International Fuel Gas Code, 2006 Edition Including *Appendices A, B, C*, that certain document as published by the International Code Council. Said document is hereby adopted as the Fuel Gas Code for the City of Williams for regulating and governing fuel gas systems and gas-fired appliances and each and all such regulations, provisions, penalties, conditions and terms of the International Fuel Gas Code, 2006 Edition and *Appendices A, B, C*, are hereby referred to, adopted and made a part hereof as though fully set forth heron, excepting such portions as are hereinafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.52 – Amendments to the International Gas Code, 2006 Edition

Section 109(IFGC) – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Section 401.2 – Amended by adding paragraph which states, “In no case shall an L.P. gas container greater than 50 gallon water capacity be installed within 1000 feet of existing natural gas service. (reference IFC 3804.3 amended)

Article 7-1.61 – Adoption of the International Property Maintenance Code, 2006 Edition

There is hereby adopted by reference, that certain documents known as the International Property Maintenance Code 2006 Edition as published by the International Code Council. Said document is hereby adopted as the code for the maintenance of buildings, structures, and other hazards which are dangerous to human life or the public welfare and each and all such regulations, provisions, conditions and terms of the International Property Maintenance Code 2006 Edition are hereby referred to, adopted and made a part hereof as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.62 – Amendments to the International Property Maintenance Code, 2006 Edition

Section 111 – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Article 7-1.71 – Adoption of the International Existing Building Code, 2006 Edition

There is hereby adopted by reference, that certain document known as the International Existing Building Code, 2006 Edition as published by the International Code Council. Said document is hereby adopted as the code for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings and each and all such regulations, provisions, conditions and terms of the International Existing Building

Code, 2006 Edition are hereby referred to, adopted and made a part hereof as though fully set forth herein, excepting such portions as are hereinafter deleted, modified or amended.

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.72 – Amendments to the International Existing Building code, 2006 Edition

Section 112 – Amended by adding “Board of Adjustments” of the Williams City Code Chapter 12-9. This term is to be substituted for “Board of Appeals” throughout this code.

Article 7-1.81 – Adoption of the National Electric Code, 2005 Edition

There is hereby adopted by reference that certain document known as the National Electric Code, 2005 Edition as published by the National Fire Protection Ass., NFPA No. 701990 is hereby adopted as the Electric Code of the City of Williams

At least three (3) copies of the aforesaid code and amendments shall be filed in the office of the City Clerk to be made available for public use and inspection.

Article 7-1.82 – Amendments to the National Electric Code, 2005 Edition

Section 230-1 – Amended by adding a second paragraph to read: In addition to the article, the provisions of Arizona Public Service Company’s “Electrical Service Requirements” as adopted will govern electric service installations. In the event of conflict, the more restrictive requirement shall apply.

Section 230-22 – Amended by addition of a second paragraph to read: Service Conductors shall not be installed overhead to new or replacement building service equipment. EXCEPTIONS: #1- Replacement equipment that has been disconnected from electric service for a period less than 1 year. #2 if a condition physically or monetarily makes it unable to go underground, as determined by the Building Official.

October 31, 2014

Bill Harvey
Stantec Consulting Inc.
8211 South 48th Street
Phoenix, AZ 850445355

RE: Project No. 142103SF
H.A. Clark Memorial Field Hanger
H.A Clark Memorial Field
Williams, AZ
H.A. Clark Memorial Field Geotechnical
Investigations

Dear Mr. Harvey:

This letter is in response to an inquiry regarding the use of previous geotechnical reports performed at the H.A. Clark Memorial Field for use on the new hanger to be located in the general aviation apron, north of the terminal building. Per 2006 IBC, Section 1802.2, "The building official need not require a foundation or soils investigation where satisfactory data from adjacent areas is available that demonstrates an investigation is not necessary....."

Based on our previous work at the H.A. Clark Memorial Airport, specifically the geotechnical reports performed for the terminal building in 1998, S&A report number 980665SA (attached) and the geotechnical report for the apron and taxi lane reconstruction in 2009, S&A report number 090085SF (attached), it is our opinion that sufficient data is present to allow the reports to be used for the current construction of the hanger. Foundations should bear on the very dense gravelly soils or bedrock at 4 feet deep. When the gravelly soils or bedrock are not encountered at the 4 foot depth, over-excavate to find bearing soils and slurry back to foundation elevation with a 500 psi ABC slurry. A recommended allowable bearing capacity of 2,500 psf can be utilized for design. This bearing capacity refers to the total of all loads, dead and live, and is a net pressure. It may be increased one-third for wind, seismic or other loads of short duration. The footing excavations should be level and cleaned of all loose or disturbed materials.

For concrete slab-on-grade support, the original report recommended complete removal of the 'fat' clay in its entirety to the clayey sand and gravel horizon. Support of concrete slabs for this structure should be treated in a similar manner.

The project area is located in a seismic zone that is considered to have a low risk of damage due to seismic activity. The USGS database shows that there is a 27.7% probability of a major earthquake within 30 miles of Williams, Arizona within the next 50 years. The largest earthquake within 30 miles of Williams, Arizona was a 5.3 Magnitude in 1993. Liquefaction is not considered a concern due to shallow bedrock.

SPEEDIE AND ASSOCIATES

Although test pits were not advanced to 100 feet, based on the nature of the subsoils encountered in the test pits and geology in the area, Soil Profile Type, S_c , (Table 16-J, 1997 UBC) or Site Class Definition, Class C (Table 1613.5.2, 2006 IBC; Table 1615.1.1, 2000 & 2003 IBC) may be used for design of the structures. In addition, the following seismic parameters may be used for design (based on 2008 USGS maps adopted by 2012 IBC):

MCE ¹ spectral response acceleration for 0.2 second period, S_s :	0.354g
MCE ¹ spectral response acceleration for 1.0 second period, S_1 :	0.104g
Site coefficient, F_a :	1.2
Site coefficient, F_v :	1.696
MCE ¹ spectral response acceleration adjusted for site class, S_{MS} :	0.425g
MCE ¹ spectral response acceleration adjusted for site class, S_{M1} :	0.176g
5% Damped spectral response acceleration, S_{DS} :	0.283g
5% Damped spectral response acceleration, S_{D1} :	0.117g
NOTE1: MCE = maximum considered earthquake	

Recommendations contained in the 1998 geotechnical report referenced above for lateral pressures, site preparation and fill and backfill are still valid and should be followed accordingly. Please give us a call if you have any questions or if we can be of further assistance.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Clay W. Spencer, R.G.




Adam D. Arp-Romero, P.E.

