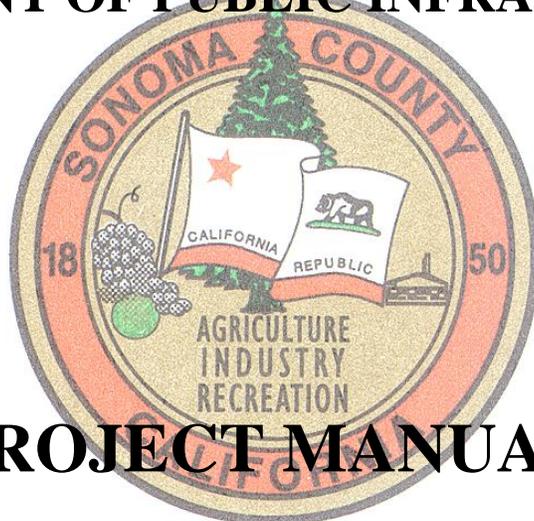


**COUNTY OF SONOMA  
DEPARTMENT OF PUBLIC INFRASTRUCTURE**



**PROJECT MANUAL  
FOR**

**CONSTRUCTION OF  
CHARLES M. SCHULZ - SONOMA COUNTY AIRPORT  
RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT  
AND PAVEMENT REPAIR PROJECT**

**Bid Documents & Provisions**

**FAA AIP No.: 3-06-0241-XX**

**County Project No.: APC029**

**Bid Book**

**April 17, 2024**



DOCUMENT 000101

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**PROJECT MANUAL**

for

**RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT  
AND PAVEMENT REPAIR**

**COUNTY OF SONOMA**

**DEPARTMENT of PUBLIC INFRASTRUCTURE**

**Bid Date: APRIL 25, 2024 at 3:00 P.M.  
Project Number: APC 029**

DOCUMENT 000102

**PROJECT TEAM**

**COUNTY'S REPRESENTATIVE**

Samonae (Sam) Carter (*she/her/hers*)  
Assistant Airport Manager  
Charles M. Schulz-Sonoma County Airport  
2290 Airport Blvd., Santa Rosa, CA 95403  
[www.FlySTS.com](http://www.FlySTS.com)

END OF DOCUMENT

**DOCUMENT 000107  
SEALS PAGE**

COUNTY OF SONOMA

Consultant Firm:

Mead & Hunt, Inc.  
1360 19<sup>th</sup> Hole Drive, Suite 200  
Windsor, CA 95492

Project Engineer:  
Alex Radovanovich



Signed 4/9/24

License No.: C85082  
Expiration: March 31, 2026

END OF DOCUMENT

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**END OF SECTION 000110**

# **Division 1 – Bidding and Contracting Requirements**

**INVITATION TO BID**

- 1.1 NOTICE.** The COUNTY OF SONOMA ("County") hereby gives notice that it will accept Bids for construction of the following public work:

**COUNTY OF SONOMA  
CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT  
RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR**

- 1.2 BID SUBMISSION.** Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal no later than **April 25, 2024 before 3:00 PM PST**. The link to the Supplier Portal is **Sonoma County Supplier Portal** <https://esupplier.sonomacounty.ca.gov/>. The submittal through the Sonoma County Supplier Portal is the official response to this Bid and is the determinant if submittals have been submitted on time in accordance with the due date.

Note: Proposers must be registered to submit electronic proposals. See registration instructions on the Supplier Portal link above.

Bidders shall refer to Document 002113 (Instructions to Bidders) for required documents and items to be submitted

- 1.3 CONTACT INFORMATION.**

Project Manager:

Samonae (Sam) Carter, Assistant, Airport Manager

[Samonae.Carter@sonoma-county.org](mailto:Samonae.Carter@sonoma-county.org)

- 1.4 DESCRIPTION AND LOCATION OF THE WORK.**

The Work consists of construction of:

**RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT  
AND PAVEMENT REPAIR**

**at the Charles M. Schulz-Sonoma County Airport**

**2200 Airport Boulevard, Santa Rosa, California, 95403.**

- 1) BASE BID – Runway 14-32 Storm Drain Pipe Replacement (Work Area 1)  
Scope of Work
  - Remove existing 24-inch Corrugated Metal Pipe (CMP) and replace with new 24-inch HDPE Pipe
  - Installation of storm drain manhole
  - Runway grooving
- 2) BID ALTERNATE 1 – Credit for Extended Runway Closure Period
  - No additional scope of work. Extension of Runway Closure Duration by up to 10 additional hours for Base Bid scope of work

- 3) **BID ALTERNATE 2 – South Runway 14-32 Pavement Repair at Utility Crossing (Work Area 2)**  
Scope of Work
- Cold mill existing asphalt pavement, variable depth grind
  - Construct asphalt concrete overlay
  - Runway grooving

- 1.5 CONTRACT TIME.** Final Completion shall be within **15 Calendar Days plus one 20-hour Runway Closure (30-hour Closure if Bid Alternate 1 is awarded) followed by a 5-hour Runway Closure 30 calendar days later** from the date when work is to commence as stated in the Notice to Proceed. Refer to the Construction Safety and Phasing Plan and the SP-100, Special Provisions for detailed information regarding contract time and Airport closures.
- 1.6 REQUIRED CONTRACTOR’S LICENSE(S).** A California “Class A” contractor’s license is required to Bid this Contract and through the completion of the project. All contractors and subcontractors shall be properly licensed by the Contractor's State Licensing Board and possess the necessary license classifications for the work they perform under this project.
- 1.7 REGISTRATION PURSUANT TO LABOR CODE SECTION 1723.5 REQUIRED.** As of March 1, 2015, all Contractors submitting a bid proposal for this project, and any Subcontractors listed therein, must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. County required proof of current registration by contractor and all listed subcontractors as a condition to bid on this project, subject only to the allowances of Labor Code section 1771.1.
- 1.8 PREVAILING WAGE LAWS.** Contractor will be required to pay employees and keep records in accordance with the Davis Bacon Act (29 CFR Part 5) and/or the Federal Fair Labor Standards Act (29 CFR part 201). All labor on this Project shall be paid not less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California’s Director of the Department of Industrial Relations (State Wage Rates). Federal wage determinations issued under the Davis-Bacon and related Acts are available electronically at no cost online at <https://sam.gov/content/wage-determinations>. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774 or [www.dir.ca.gov/dlsr/PWD/](http://www.dir.ca.gov/dlsr/PWD/) (website), to obtain a schedule of the State general prevailing wages applicable to the location and work to be done.
- 1.9 SUBSTITUTION OF SECURITIES.** County will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 001116 (Invitation to Bid).

**1.10 NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT.**

A pre-bid conference and site visit will be conducted **April 17, 2024, 9:00 a.m.**, on site at the Charles M. Schulz – Sonoma County Airport. Bidders will need to arrive about 10 minutes early to check-in at Airport Administration Office at 2290 Airport Blvd., Santa Rosa. This meeting is not mandatory but bidders are **HIGHLY ENCOURAGED TO ATTEND.**

**1.11 PROCUREMENT OF BIDDING DOCUMENTS.** Bidders may obtain Bidding Documents by registering at Sonoma County’s Supplier Portal, the County’s online procurement system:

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

**1.12 BID PREPARATION COST.** Bidders are solely responsible for the cost of preparing their Bids.

**1.13 RESERVATION OF RIGHTS.** County specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements.

**1.14 ESTIMATED BASE BID CONSTRUCTION COST.** The estimated base bid and bid alternate 2 construction cost is **Five Hundred Eighty Thousand Dollars (\$580,000.00).**

**1.15 LIST OF SUBCONTRACTORS.** The prime contractor must provide a list of subcontractors with his bid on the form provided in the Proposal forms.

- Pursuant to the provisions of Section 4100 through 4114 of the Public Contract Code of the State of California all bids shall be accompanied by a List of Subcontractors that the Bidder proposes to use who will perform work or labor or render service to the Bidder in excess of one-half of one percent of the Bidder’s total bid or \$10,000, whichever is greater. The names, principal business address, license number, and portion of work that will be done by each subcontractor shall be submitted on the form, which is furnished in the Proposal Forms of this Contract Documents Book.
- Bidder shall be solely responsible to correct any errors in the listing of the California Contractor’s license number.
- A deadline of 24 hours after bid opening is established by which a bidder must submit corrected California Contractor’s license number information to the City/County.
- A bidder’s failure to submit corrected California Contractor’s license numbers will cause the bid to be non-responsive.
- If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the Bidder’s total bid, the Bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of City/County either:
  - Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original bid; or

- Permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

**1.16 FEDERAL AVIATION ADMINISTRATION (FAA).** This project is funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractor(s) will be required to comply with specific federal contract provisions as listed herein and contained in the Bid Documents.

**(1) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade:	9.1%
Goals for female participation in each trade:	6.9%

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

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

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

D. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **City of Santa Rosa, County of Sonoma, State of California.**

**(2) CIVIL RIGHTS – TITLE VI ASSURANCE**

The COUNTY OF SONOMA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**(3) DISADVANTAGED BUSINESS ENTERPRISE (DBE)** The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Additional and required DBE information is contained in DBE EXHIBIT.

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

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

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

**(5) TRADE RESTRICTION CERTIFICATION**

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of

countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

#### **(6) REQUIRED FEDERAL CONTRACT PROVISIONS BY REFERENCE**

The following provisions are incorporated herein by reference with the same force and effect as if given in full text (refer to Federal Contract Provisions section of these specifications for further details):

##### **1) Buy American Preference**

*(Source: Title 49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers; Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA))*

## **2) Civil Rights – General**

(Source: 49 USC § 47123; FAA Order 1400.11 )

## **3) Davis Bacon Act**

(Source: 2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147). The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

## **4) Debarment and Suspension**

(Source: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689). By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## **5) Lobbying and Influencing Federal Employees**

(Source: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A)

## **6) Procurement of Recovered Materials**

(Source: 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)). Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

(See Federal Contract Provisions of the Contract Bid Documents for further details.)

Successful Bidder/Contractor will be required to insert applicable federal contract provisions in all subcontracts and shall be responsible for compliance by subcontractor(s).

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

### **1. As used in these specifications:**

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall

be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

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

general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

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

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any

one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

END OF DOCUMENT

**INSTRUCTIONS TO BIDDERS**

Bids are requested for a construction contract, or work described in general, as follows:

**COUNTY OF SONOMA  
CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT  
RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT  
AND PAVEMENT REPAIR PROJECT**

**RECEIPT OF BIDS.** Refer to Document 001116 (Invitation to Bid), paragraph 1.2, for information regarding bid submittal. County will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code and in accordance with paragraph 1.6 of Document 001116 (Invitation to Bid). County will receive Bids electronically only, as described in Document 00116. County will reject all Bids received after the specified date and time.

**CONTACT INFORMATION.** Refer to Document 001116 (Invitation to Bid), paragraph 1.3.

**PRE-BID CONFERENCE.** Refer to Document 001116 (Invitation to Bid), paragraph 1.10

**BID SUBMISSION.** All Bids shall be submitted through the Sonoma County Supplier Portal <https://esupplier.sonomacounty.ca.gov/>.

No hard copy bids will be accepted. Bids shall be deemed to include the written responses by the Bidder to any questions or requests for information by County made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles County to reject the Bid as non-responsive

**CONTENTS - BID PRICE.** Bid shall include:

- 1) Bid Form (Document 004113)
  - a) including the completed Bid Schedule list of items and prices
- 2) Bid Security (Document 002113)
- 3) Proposed Subcontractors (Document 004336)
- 4) Indemnity and Release Agreement (Document 002613)
- 5) Non-Collusion Affidavit (Document 004519).
- 6) Bidder's Statement on Previous Contracts Subject to EEO Clause
- 7) Prohibition of Segregated Facilities
- 8) Certification of Bidder Regarding Affirmative Action Program
- 9) Disadvantaged Business Enterprise (DBE) Utilization
- 10) Bidder's Assurance of Compliance with Disadvantaged Business Enterprise Participation

- 11) Certification Regarding Foreign Trade Restrictions
- 12) Buy American Certification
- 13) Non-Lobbying Certification for Federal Aid Contracts
- 14) Suspension and Debarment Requirements
- 15) Public Contract Codes
- 16) Drug-free Certification
- 17) Tax Delinquency and Felony Convictions
- 18) Domestic Preference for Procurement

**REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation the documents listed above, in accordance with the instructions contained in those documents. County will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. County reserves the right to reject any Bid not clearly written.

**REQUIRED BID SECURITY.** All Bidders must submit with their Bids a Bidder's Bond executed by an admitted surety insurer. The amount of the security shall be not less than ten percent (10%) of amount of the total Bid Price, indicated on Document 004113 (Bid Form), payable to "County of Sonoma". All Bidders choosing to submit a bidder's bond must submit it on the required form, Document 004313 (Bid Security Forms). County will reject as non-responsive any Bid submitted without the necessary Bid security.

County may retain Bid security of other than the Apparent Low Bidder for a period of 60 Days after award or until full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, County will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

**REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information in Document 004336 (Proposed Subcontractors Form) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or fabricating and installing a portion of the Work, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

**REGISTRATION PURSUANT TO LABOR CODE SECTION 1725.5 REQUIRED.** As of March 1, 2015, all Contractors and Subcontractors who will perform any portion of the Work must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. County required proof of current registration by Bidder and all Subcontractors listed on Document 004336 as a condition to bid on this project, subject only to the allowances of Labor Code section 1771.1.

**OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. Submission of Bid shall constitute Bidder's express representation to County that Bidder has fully completed these tasks.

**EXISTING CONDITIONS INFORMATION.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work, geotechnical data) by giving County reasonable advance notice. Document 003119 (Existing Conditions Information) applies to all supplied existing conditions information and all other information supplied regarding existing conditions either above ground or below ground.

**ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to County (to the attention of the Project Manager identified in Document 001116, Invitation to Bid, paragraph 1.3) in writing. Interpretations or clarifications considered necessary by County in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by County as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the email address or fax number supplied to County by Bidder. County will not answer questions received after April 19, 2024 4:00 p.m. (PST). County's responses will be issued by addenda by April 23, 2024. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by County.

Addenda will be available via the County Supplier Portal and available for download and shall be acknowledged by number with signature in Document 004113 (Bid Form) and shall be part of the Contract Documents.

**SUBSTITUTIONS.** Not Applicable to this Project. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

#### **WAGE RATES and CERTIFIED PAYROLL REQUIREMENTS.**

**Prevailing Wage Rates.** Rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contract and the Federal Requirements, as detailed in the Project Specifications. All labor on this Project shall be paid not less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California's Director of the Department of Industrial Relations (State Wage Rates). Federal wage determinations issued under the Davis-Bacon and related Acts are available electronically at no cost online at <https://sam.gov/content/wage-determinations>

The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774 or [www.dir.ca.gov/dlsr/PWD](http://www.dir.ca.gov/dlsr/PWD) (website) to obtain a schedule of the State general prevailing wages applicable to the location and work to be done. The Contractor and the Contractor's subcontractors are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.

**Certified Payroll.** The Contractor shall submit two (2) copies of all certified payroll for all employees, including subcontractors, to the County or Engineer each month. Failure to submit complete certified payroll in a timely manner will delay progress payments. Certified payroll must be complete and accepted before payment will be issued for current month. For certified payroll to be considered for review, the submittal must contain the necessary information in a clear, logical manner. Refer to Federal Contract Provisions. *[Information required is included in the Special Provisions for Airport Construction section of these specifications.]*

Contractors are responsible for also submitting certified payroll records online to the Labor Commissioner using DIR's electronic certified payroll reporting system  
<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

**EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

**WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 002113, only by written request for the withdrawal of Bid filed with the Purchasing Agent. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

**BID OPENING.** County will open all Bidders' Bids promptly following the deadline for receiving Bids specified in Document 001116 (Invitation to Bid), Paragraph 1.2, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. Bids will be opened and reviewed virtually using a Microsoft Teams virtual meeting (Invite TBD).

**DETERMINATION OF APPARENT LOW BIDDER.** County will determine Apparent Low Bidder in accordance with Public Contract Code Section 20103.8(b), taking into account all alternates (if any) included in the Total Bid Price as calculated in Document 004113 (Bid Form). County reserves the right to add to or deduct from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined following the Contract award.

**BID EVALUATION.** County may reject any or all Bids and waive any informalities or minor irregularities in the Bids. County also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. County reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if County believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

In evaluating Bids, County will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 004113 (Bid Form) or prior to the Notice of Award.

In order to evaluate Bidder's ability to perform and provide the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time, County may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as County deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations. Submission of a Bid constitutes Bidder's consent to the foregoing. County shall have the right to consider information provided by sources other than Bidder. County shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work and are subject further to the rights reserved by County to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

County may determine whether a Bidder is qualified in its sole discretionary judgment.

**BID PROTEST.** Any Bid protest must be submitted in writing to the Department of Public Infrastructure, La Plaza B, 2300 County Center Dr., Suite B 100, , Santa Rosa, CA 95403, before 5:00 p.m., (as determined by the date and time stamp clock in the Public Infrastructure Purchasing Division) of the seventh (7<sup>th</sup>) calendar day following posting of Document 005050 (Notice of Intent to Award for Construction). Document 005050 (Notice of Intent to Award for Construction) will be posted at the Clerk of the Board of Supervisors, County of Sonoma Administration Building, 575 Administration Drive, Room 100A, Santa Rosa, California. County will use reasonable efforts to deliver a copy of Document 005050 (Notice of Intent to Award for Construction) to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest document must contain a complete statement of the basis for the protest and must demonstrate that the protestor has a direct economic interest in the bid award.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Party may not rely on a protest submitted by another Party, but must timely pursue its own protest.

**AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder for the Base Bid plus the Bid Alternates (Bid Alternate 1 and Bid Alternate 2). Following completion of all required County procedures and receipt of all County approvals, County will issue Document 005100 (Notice of Award) to successful Bidder.

The award(s), if made, will be pending County review and confirmation of availability of funds. All bids shall be valid for a period of sixty (60) calendar days from the bid opening date.

**POST-NOTICE OF AWARD REQUIREMENTS.** After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below, in addition to those County will require (see “Sample Forms” in the bid document specifications.)

Submit the following documents to County by 5:00 p.m. of the fourteenth (14<sup>th</sup>) Day following Notice of Award (Document 005100). Execution of Contract by County depends upon approval of these documents:

- 1) Document 005213 (Agreement Form – Stipulated Sum): To be executed by successful Bidder. Submit two (2) originals, each bearing an original signature on the signature page and initials on each page.
- 2) Document 006113.13 (Performance Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 006113.13 (Performance Bond Form). Submit one original.
- 3) Document 0062113.16 (Payment Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 0062113.16 (Payment Bond Form). Submit one original.
- 4) Insurance certificates and endorsements required by Document 007200 (General Conditions) Article 4. Submit one original set.
- 5) Document 006536 (Warranty Form). To be executed by successful Bidder. Submit one original, bearing an original signature.

County shall have the right to communicate directly with Apparent Low Bidder’s proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.

Successful Bidder’s failure to submit the documents required herein, in a proper and timely manner, entitles County to rescind its award, and to cause Bidder’s Bid security to be forfeited as provided herein.

**FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded shall, within the period described in paragraph 0 of this Document 002113, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, County may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract. Bidder agrees that calculating the damages County may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of County's damages. In addition, upon such failure, County may determine the next Apparent Low Bidder and proceed accordingly.

**MODIFICATION OF COMMENCEMENT OF WORK.** County expressly reserves the right to modify the Commencement Date in the Notice to Proceed under the Contract and to independently perform and complete work related to the Project. To the fullest extent permitted by law, County accepts no responsibility to Contractor for damages attributed to County's need to complete additional work at the site.

**PUBLIC RECORDS ACT REQUESTS.** Per the Public Records Act, County will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 002113, and all subsequent Bid evaluation information. Except as otherwise required by law, County will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

Upon a request for records regarding this Bid, County will notify Bidder involved within ten (10) days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests County to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend County's refusal to produce the information in all forums; otherwise, County will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the Bid and attendant submissions are the property of County unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

**CONFORMED PROJECT MANUAL AND CONSTRUCTION DRAWINGS.**  
Following Award of Contract, County may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

**DEFINITIONS.** All abbreviations and definitions of terms used in this Document 002113 are set forth in Document 007200 (General Conditions).

END OF DOCUMENT

# **Proposal Forms**

**BIDDER’S CHECKLIST**  
**for**  
**CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT**  
**CHARLES M SCHULZ-SONOMA COUNTY RUNWAY 14-32 STORM DRAIN PIPE**  
**REPLACEMENT AND PAVEMENT REPAIR PROJECT**

For bid to be considered “responsive” the following documents are required to be fully executed (where indicated of form) and **submitted with your bid**:

1. \_\_\_\_\_ Bidder’s Check List
2. \_\_\_\_\_ Bid Forms (Document 004113) including completed Bid Schedule(s)
3. \_\_\_\_\_ Bid Security Form (Document 002113)
4. \_\_\_\_\_ Proposed Subcontractors Form (Document 004336)
5. \_\_\_\_\_ Indemnity and Release Agreement (Document 002613)
6. \_\_\_\_\_ Non-Collusion Declaration (Document 004591)
7. \_\_\_\_\_ Bidder’s Statement on Previous Contracts
8. \_\_\_\_\_ Prohibition of Segregated Facilities
9. \_\_\_\_\_ Certification of Bidder Regarding Affirmative Action Program
10. \_\_\_\_\_ Disadvantaged Business Enterprise (DBE) Utilization
11. \_\_\_\_\_ Disadvantaged Business Enterprise (DBE) Participation
12. \_\_\_\_\_ Certification Regarding Foreign Trade Restrictions
13. \_\_\_\_\_ Certification of Compliance with FAA Buy American Preference Construction Projects
14. \_\_\_\_\_ Non-lobbying Certification
15. \_\_\_\_\_ Suspension and Debarment Requirements Certification
16. \_\_\_\_\_ Public Contract Code Sections 10285.1 Statement 10162 Questionnaire 10232 Statement
17. \_\_\_\_\_ Drug-free Workplace Certification
18. \_\_\_\_\_ Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
19. \_\_\_\_\_ Domestic Preferences for Procurements

*Continued on next page*

**BIDDER IS ALSO REQUIRED TO SUBMIT THE FOLLOWING WRITTEN STATEMENTS OF QUALIFICATIONS AT TIME OF BID:**

20. \_\_\_\_\_ EVIDENCE OF COMPETENCY

Each bidder shall submit “evidence of competency” to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project specifications for details).

21. \_\_\_\_\_ EVIDENCE OF FINANCIAL RESPONSIBILITY

Each bidder shall submit “evidence of financial responsibility” to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project specifications for details).

**DOCUMENT 004113**  
**Bid Form (Stipulated Sum – Single Prime Contract)**

**To be submitted by the time and date specified in Document 001116 (Invitation to Bid), paragraph 1.2.**

TO THE COUNTY OF SONOMA

THIS BID IS SUBMITTED BY:

---

(Firm/Company Name)

Re: CHARLES M SCHULZ-SONOMA COUNTY AIRPORT RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Sonoma, a political subdivision of the State of California (“County”), in the form included in the Contract Documents, Document 005213 (Agreement Form – Stipulated-Sum), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001116 (Invitation to Bid), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

(a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

(b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005213 (Agreement Form – Stipulated-Sum), Article 5.

(c) Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract

Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedules:

**BID SCHEDULES**

**CHARLES M SCHULZ-SONOMA COUNTY RUNWAY 14-32  
STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR**

**BASE BID - STORM DRAIN PIPE REPLACEMENT**

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
1	C-105	Mobilization (limited to 10%)	LS	1	\$		\$
2	SP-100-3.1	Airfield Safety and Traffic Control	LS	1	\$		\$
3	P-101-5.2	Removal of Storm Drain Pipe	LF	235	\$		\$
4	D-701-5.1	Install 24-inch HDPE Storm Drain Pipe	LF	235	\$		\$
5	D-751-5.1	48-inch Manhole	EA	1	\$		\$
6	P-621-5.1	Runway Grooving	LS	1	\$		\$
Total Base Bid in Figures: \$							
Total Base Bid in Words (Dollars and Cents):							

BID ALTERNATE 1 - CREDIT FOR EXTENDED RUNWAY 14-32 CLOSURE PERIOD (Up to 10 hours)

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
1	SP-100-3.2	Credit for Extended Runway 14-32 Closure Period (up to 10 hours)	LS	1	\$		\$
					Total Bid Alternate 1 in Figures: \$		
Total Bid Alternate 1 in Words (Dollars and Cents):							

**BID ALTERNATE 2 - SOUTH RUNWAY 14-32 PAVEMENT REPAIR AT UTILITY CROSSING**

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL Price (Figures)
					Figures	in Words (dollars & cents)	
1	P-101-5.1	Cold Milling, Variable Depth	SY	370	\$		\$
2	SP-100-3.3	Asphalt Surface Course (including Tack Coat)	LS	1	\$		\$
3	P-621-5.1	Runway Grooving	LS	1	\$		\$
					Total Bid Alternate 2 in Figures: \$		
Total Bid Alternate 2 in Words (Dollars and Cents):							

TOTAL BID FOR BASE BID + BID ALTERNATE 1 + BID ALTERNATE 2 IN FIGURES: \$ \_\_\_\_\_

TOTAL BID FOR BASE BID + BID ALTERNATE 1 + BID ALTERNATE 2 IN WORDS:

\_\_\_\_\_

6. The undersigned Bidder understands that County reserves the right to reject this Bid.
  
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.
  
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
  
9. The undersigned Bidder herewith encloses either a cashier's check, or certified check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price contained above and made payable to "County of Sonoma."
  
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date to be established in Document 005500 (Notice to Proceed) and to complete all work within the time specified in Document 005213 (Agreement Form). The undersigned Bidder acknowledges that County has reserved the right to delay or modify the commencement date after issuance of Document 005500 (Notice to Proceed). The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
  
11. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005213 (Agreement Form) shall be as set forth in Document 005213 (Agreement Form).
  
12. **IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: \_\_\_\_\_  
 licensed in accordance with an act for the registration of Contractors, and with license number:  
 # \_\_\_\_\_ Expiration: \_\_\_\_\_.

Where incorporated, if applicable \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

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

Contractor's Authorized Representative(s), (name, title): \_\_\_\_\_  
\_\_\_\_\_

Officers authorized to sign contracts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Date of Bid: \_\_\_\_\_

**END OF DOCUMENT**

**Bid Security Forms**

KNOW ALL BY THESE PRESENTS:

That the undersigned \_\_\_\_\_ [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the COUNTY OF SONOMA, a political subdivision of the State of California ("County"), as obligee, in the penal sum of

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) lawful money of the United States of America being **ten percent (10%)** of the aggregate amount of said Principal \_\_\_\_\_'s Total Bid Price (as identified in Principal's Bid), for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

**WHEREAS, the said Principal is submitting a Bid for County of Sonoma, Charles M. Schulz-Sonoma County CHARLES M SCHULZ-SONOMA COUNTY RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 002113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

By

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

(Corporate Seal)

By

\_\_\_\_\_  
Attorney in Fact

**END OF DOCUMENT**

**Proposed Subcontractors Form**

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

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

Full Name of Subcontractor and Location (City & State) of Mill or Shop	Subcontractor DIR	Description of Work	Subcontractor's License No.*

(Bidder to attach additional sheets if necessary)

\*Subcontractor license number can be submitted up to twenty-four (24) hours after the bid opening.

**END OF DOCUMENT**

DOCUMENT 002613  
**Indemnity and Release Agreement**

Dated \_\_\_\_\_

POTENTIAL BIDDER: \_\_\_\_\_  
COUNTY: COUNTY OF SONOMA  
SITE: Charles M. Schulz-Sonoma County Airport  
PROJECT: Charles M Schulz-Sonoma County Runway 14-32 Storm Drain Pipe  
Replacement And Pavement Repair

In consideration of the above-referenced County's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless County, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of County or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:  

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.**
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 003119 (Existing Conditions Information).
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 007200 (General Conditions).
5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 005213 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the Project, is awarded a contract for the Project, or otherwise.

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

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

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

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President or  
Vice President)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant Secretary,  
Chief Financial Officer or Assistant Treasurer)

**END OF DOCUMENT**

**DOCUMENT 004519**

**NON-COLLUSION  
AFFIDAVIT**

**TITLE 23 UNITED STATES CODE SECTION  
112 AND PUBLIC CONTRACT CODE  
SECTION 7106**

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Note:** The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS**

**SUBJECT TO EEO CLAUSE**

**(REFERENCE 41 CFR § 60-1.4, EXECUTIVE ORDER 11246)**

Each bidder, prospective prime contractor, and proposed subcontractor must complete the following form:

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

The Bidder (Proposer) has \_\_\_\_ has not \_\_\_\_ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

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

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

\_\_\_\_\_  
Date

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



**CERTIFICATION OF BIDDER REGARDING**

**AFFIRMATIVE ACTION PROGRAM**

**(REFERENCE: 41 CFR PART 60-4, EXECUTIVE ORDER 11246)**

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: \_\_\_\_\_

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

Name and Title of Signer: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

NOTE: The contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of **5.6%**) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Name of bidder/offeror's firm: \_\_\_\_\_  
State Registration No.: \_\_\_\_\_

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

LIST OF DBE SUBCONTRACTORS	CONTRACT AMOUNT
1. _____ Name	_____ \$ _____ Phone
2. _____ Name	_____ \$ _____ Phone
4. _____ Name	_____ \$ _____ Phone
5. _____ Name	_____ \$ _____ Phone
6. _____ Name	_____ \$ _____ Phone
7. _____ Name	_____ \$ _____ Phone
8. _____ <i>Name</i>	_____ \$ _____ <i>Phone</i>

**BIDDER’S ASSURANCE OF COMPLIANCE WITH  
TITLE 49 CFR PART 26 RELATING TO  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the CONTRACT for which this proposal is submitted and that bidder, if the CONTRACT is awarded to bidder, will have a DBE participation of \_\_\_\_\_ percent (**CONTRACTOR to fill in actual percent of participation**) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said REGULATIONS and the CONTRACT SPECIFICATIONS, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the CONTRACT is awarded and if bidder is unable to meet the CONTRACT goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

Bidder’s  
Name: \_\_\_\_\_

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

## **CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS**

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

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

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

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

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

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

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

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

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Date

Signature

Runway 14-32 Storm Drain Pipe Replacement and Pavement Repair  
Project No. APC029

PF-19

Proposal Forms  
Foreign Trade

## **Certification of Compliance with FAA Buy American Preference – Construction Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X.”

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25

percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

**NON-LOBBYING CERTIFICATION  
FOR FEDERAL AID CONTRACTS**

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**SUSPENSION AND DEBARMENT REQUIREMENTS**  
**FOR ALL CONTRACTS OVER \$25,000**  
**49 CFR PART 29**

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

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

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

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

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Signature (Name of Bidder)

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Date

---

(Name and Title of Signing Official)

Business Address

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## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the

Bidder has \_\_\_\_\_ has not \_\_\_\_\_

been convicted within the preceding three years of any offenses referred to in that section including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is yes, explain the circumstances in the following space.

## PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

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**CERTIFICATION**

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*I, the official named below, herby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
  - (a) The Dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy in maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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

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

**Certifications**

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

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date

Signature

Company Name

Title

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR  
PROCUREMENTS**

(DOMESTIC PREFERENCES FOR PROCUREMENTS, A28.1 SOURCE, 2 CFR § 200.322,  
2 CFR Part 200, Appendix II(L))

Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

---

Date

Signature and Title

# **Sample Forms**

**NOTICE OF INTENT TO AWARD FOR CONSTRUCTION**

DATE POSTED: **[Date Posted]**  
PROJECT TITLE: **Charles M. Schulz-Sonoma County Airport  
Runway 14-32 Storm Drain Pipe Replacement and Pavement  
Repair**  
COUNTY PROJECT NUMBER: **APC 029**

County of Sonoma General Services Facilities Development and Management Division intends to recommend to the Board of Supervisors of the County of Sonoma the award of the above-referenced Project to [Name of Contractor]. Any bid protest must be submitted in accordance with Document 002113 (Instructions to Bidders).

Johannes J. Hoevertsz, Director Public Infrastructure

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

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

END OF DOCUMENT

**NOTICE OF AWARD**

Dated: [Date of Award]

TO: [Name of Contractor]  
ADDRESS: [Address of Contractor]  
CONTRACT NO.: **Contract #APC029**  
CONTRACT FOR: **Charles M. Schulz-Sonoma County Airport  
Runway 14-32 Storm Drain Pipe Replacement and Pavement Repair**

The Contract Sum of your contract is [**Dollar Amount in Words**] Dollars (\$[ \$ ]).

Work awarded includes: Base bid as identified in Document 004113 (Bid Form) and described in Section 011000 (Summary) of the Contract Documents.

- 1.1 Copies of the proposed Contract Documents listed below accompany this Notice of Award.
- 1.2 You must comply with the following conditions by 5:00 p.m. of the 14<sup>th</sup> Day following the date of this Notice of Award, that is, by [**Date**].
  - A. Deliver to County four (4) fully executed originals of Document 005213 (Agreement Form - Stipulated Sum). Each copy of Document 005213 (Agreement Form - Stipulated Sum) must bear your original signature on the signature page and your initials on each page.
  - B. Deliver to County one (1) original of Document 006113.13 (Performance Bond Form), executed by you and your surety.
  - C. Deliver to County one (1) original of Document 006113.16 (Payment Bond Form), executed by you and your surety.
  - D. Deliver to County one (1) original set of the insurance certificates with endorsements required under Document 007200 (General Conditions).
  - E. Deliver to County one (1) original copy of Document 006536 (Warranty Form), executed by you.
- 1.3 Failure to comply with these conditions within the time specified will entitle County to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
- 1.4 After you comply with the conditions in paragraph 1.2 of this Document 005100, County will return to you one (1) fully signed original of Document 005213 (Agreement Form - Stipulated Sum) and forward an electronic copy of the Project Manual (including Specifications and Drawings).
- 1.5 Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference will be arranged through County's representative. Questions regarding bonds and insurance may be directed to Department Analyst at (707) 565-3025. All other inquiries regarding the Project should be directed to **Samonae Carter**.
- 1.6 Upon commencement of the Work, you shall provide and on behalf of your Subcontractors

shall certify and provide County copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

COUNTY OF SONOMA

BY: \_\_\_\_\_  
Johannes J. Hoevertsz, Director  
Public Infrastructure Department

END OF DOCUMENT

**DOCUMENT 005213**

**AGREEMENT FORM**

THIS AGREEMENT, dated this [Day] day of [Month], [Year], by and between [Name of Contractor], whose place of business is located at [Address of Contractor] ("Contractor"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its approval adopted on the [Day] day of, [Month] [Year] awarded to Contractor the following Contract:

**CONTRACT NUMBER # APC029**

CHARLES M SCHULZ-SONOMA COUNTY AIRPORT  
RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Notices to County

2.1 County has designated **Samonae (Sam) Carter**, Project Manager, to act as County's Representative(s), who will represent County in performing County's duties and responsibilities and exercising County's rights and authorities in Contract Documents. County may change the individual(s) acting as County's Representative(s), or delegate one or more specific functions to one or more specific County's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each County's Representative is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.

2.2 All notices or demands to County under the Contract Documents shall be to County's Representative at:

2300 County Center Drive, Suite A220, Santa Rosa, CA 95403  
or to such other person(s) and address(es) as County shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contract Time commences on the date established in Document 005500 (Notice to Proceed). County reserves the right to modify or alter the Commencement Date of the Work. County may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Substantial Completion of the entire Work within the Contract time as stated in the Bid Documents (*refer to section SP-100 for time limitations and liquidated damages*) from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions). Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 017700 (Closeout Procedures) **[Number of Days in Words] ([ # ]) Days**

from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions).

3.2 Liquidated Damages.

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss (see Paragraph 3.3 below), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 14 of Document 007200 (General Conditions), Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County, the following liquidated damages, which apply for failure to open Runways 14-32 and 2-20 pavement after the closure period:

- 3.2.1 One thousand five hundred dollars (\$1,500) for each Calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- 3.2.2 One thousand five hundred dollars (\$1,500) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Inspection Report of the entire Work, until achieved.
- 3.2.3 Seven thousand five hundred dollars (\$7,500) during the first hour of delayed closure, per 15 minutes (or part thereof).
- 3.2.4 Fifty Thousand after the first hour of delayed closure, per hour (or part thereof).

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

---

TOTAL CONTRACT SUM

--

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of

the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 003119 (Existing Condition Information), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 007200 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 005213) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 007200 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.3 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.4 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

5.5 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.6 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

5.7 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.


5.8 Contractor has designated [**Contractor Project Mgr**], Project Manager, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor has also designated [**Superintendent Name**], Superintendent, to act as Contractor's Superintendent. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to County, but Contractor is limited to two representatives.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Document 005100 Notice of Award
- Document 005213 Agreement Form
- Document 005500 Notice to Proceed – Mobilization
- Document 005500 Notice to Proceed - Construction
- Document 006113.13 Performance Bond Form
- Document 006113.16 Payment Bond Form
- Document 006400 Affidavit of Release of Liens Form
- Document 006536 Warranty Form
- Document 006700 Escrow Bid Documents (Optional)
- Document 006800 Escrow Agreement for Security Deposits in Lieu of Retention
- Document 007200 General Conditions
- Document 007300 Supplementary Conditions
- Document 007316 Insurance Requirements
- Document 009100 Addenda
- Specifications Divisions and Documents as listed in the Table of Contents
- Drawings listed in Drawing No. [**Drawing Index #**]

6.2 There are no Contract Documents other than those listed in this Document 005213, Article 6. Document 003119 (Existing Condition Information), Document 003126 (Existing Hazardous Materials Information), and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 007200 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 007200 (General Conditions) and Section 014200 (References) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at the Facilities Development and Management Division, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.
- 7.9 Contractor accepts the claims procedure established by Article 12 of Document 007200 (General Conditions), as established under Section 930.2 of the California Government Code.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

CONTRACTOR:

COUNTY: COUNTY OF SONOMA

\_\_\_\_\_

CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COUNTY:

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

By: \_\_\_\_\_  
Department Analyst

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

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

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

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

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_ [include unless County Counsel review not required pursuant to County Counsel Review Exemption Policy and County Counsel in fact did not review]

EXECUTED BY:

By: \_\_\_\_\_  
Johannes J. Hovertsz, Director, Department of Public Infrastructure

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

**OR**

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

END OF DOCUMENT

**ATTACHMENT A TO DOCUMENT 005213- AGREEMENT FORM  
FAA REQUIRED PROVISIONS**

**ACCESS TO RECORDS AND REPORTS**

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

**GENERAL CIVIL RIGHTS PROVISIONS**

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

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

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

#### CLEAN AIR AND WATER POLLUTION CONTROL

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

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## DAVIS-BACON REQUIREMENTS

### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal

Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

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

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

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

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

#### 6. Subcontracts.

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

#### 7. Contract Termination: Debarment.

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

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

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

#### 9. Disputes Concerning Labor Standards.

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

#### 10. Certification of Eligibility.

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

#### CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

#### DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

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

#### DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

#### Prompt Payment

County has, by a contract clause pursuant to 49 CFR 26.29; “Prompt Payment Mechanisms for Recipients”, adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires the Prime Contractor to issue payment to all subcontractors for satisfactory work performed, no later than seven (7) days from Contractor’s receipt of payment from County. A provision will also apply to the disbursement of retention proceeds withheld by Prime Contractor, requiring the prompt return of retention payments from Contractor to the subcontractor no later than seven (7) days County after the subcontractor’s work is satisfactorily completed. Prime Contractor will incorporate these prompt payment provisions in all subcontract agreements issued by Prime Contractor with respect to this Contract.

In accordance with Revised 26.29 “Prompt Payment Provisions”, County at its discretion, utilizes the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Prime Contractor and require a contract clause obligating Prime Contractor to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 7 days after the subcontractor’s work is satisfactorily completed.

Failure to comply with these prompt payment provisions or delay in issuing payment without prior written approval from County will constitute noncompliance, which will result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 1% of the amount due per month to the affected subcontractor for every month that payment is not made.

#### TEXTING WHEN DRIVING

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

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

#### ENERGY CONSERVATION REQUIREMENTS

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

#### EQUAL OPPORTUNITY CLAUSE

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

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

this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

#### PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or

single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

#### PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a

checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### Termination for Convenience

##### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly

directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

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

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

#### TERMINATION FOR DEFAULT (CONSTRUCTION)

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

#### VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small

business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

END OF ATTACHMENT A

**DOCUMENT 005500  
NOTICE TO PROCEED - MOBILIZATION**

Dated: [Month, Day], [Year]

To: [Name of Contractor]

Address: [Street Address]  
[City, State, Zip Code]

**CONTRACT FOR: CONTRACT NUMBER APC029**

**RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR  
PROJECT**

You are notified that the Contract Time under the above Contract will commence to run on [Date] (Commencement Date). On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 005213 (Agreement Form), the date of Substantial Completion is [Date], and the date of Final Completion is [Date].

**BEFORE YOU MAY START ANY WORK AT THE SITE, YOU MUST:**

1. Submit certified Safety Program and related information, Section 015400 (Site Security and Safety).
2. Submit copies of applicable permits, Section 011000 (Summary).
3. Submit approved fire protection plan, if applicable, Section 015400 (Site Security and Safety).
4. Submit copy of Storm Water Pollution Prevention Plan (SWPPP), if applicable, Section 011000 (Summary).

**COUNTY OF SONOMA,**

A Political Subdivision of the State of California

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

Its: Johannes J. Hoevertsz, Director Public Infrastructure

[Notice to be sent in manner required by Contract Documents]

END OF DOCUMENT

**DOCUMENT 005500**

**NOTICE TO PROCEED - CONSTRUCTION**

Dated: [Month, Day], [Year]

To: [Name of Contractor]

Address: [Street Address]  
[City, State, Zip Code]

**CONTRACT FOR: RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT REPAIR PROJECT**

You are notified that the Contract Time under the above Contract will commence to run on [Date] (Commencement Date). On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 005213 (Agreement Form), the date of Substantial Completion is [Date], and the date of Final Completion is [Date].

**Before you may start any Work at the Site, you must:**

1. Submit certified Safety Program and related information, Section 015400 (Site Security and Safety).
2. Submit copies of applicable permits, Section 011000 (Summary).
3. Submit approved fire protection plan, if applicable, Section 015400 (Site Security and Safety).
4. Submit copy of Storm Water Pollution Prevention Plan (SWPPP), if applicable, Section 011000 (Summary).

**COUNTY OF SONOMA,**

A Political Subdivision of the State of California

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

Its: Johannes J. Hoevertsz, Director Public Infrastructure

END OF DOCUMENT

**PERFORMANCE BOND FORM**

THIS CONSTRUCTION PERFORMANCE BOND (“Bond”) is dated **[Enter Date]**, is in the penal sum of **[Enter Amount]** [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to **[Insert Name of Contractor]**, (“Contractor”), **[Insert Name of Surety]**, (“Surety”), County of Sonoma, a Political Subdivision of the State of California (“County”) or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

[ENTER CONTRACTOR NAME]  
Name

[ENTER SURETY NAME]  
Name

[Enter Address]  
Address

[Enter Principal Place of Business]  
Principal Place of Business

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

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

CONSTRUCTION CONTRACT:

**CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT  
RUNWAY 14-32 STORM DRAIN REPLACEMENT AND PAVEMENT REPAIR  
CONTRACT NUMBER APC029**

at 2200 Airport Blvd., Santa Rosa, California;

DATED \_\_\_\_\_, 2024, in the Amount of \$\_\_\_\_\_ (the  
“Penal Sum”)

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a

new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;
  - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including

changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such change, alteration, Modification, deletion or addition is a cardinal change.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 007200 (General Conditions).
  - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such

failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

**PAYMENT BOND FORM**

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND (“Bond”) is dated [Insert Date], is in the penal sum of [Insert one hundred percent of Contract Sum] and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to [Insert Name Of Contractor], (“Contractor”), [Insert Name Of Surety], (“Surety”), the County of Sonoma, a Political Subdivision of the State of California (“County”) or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

[ENTER CONTRACTOR NAME]  
Name

[ENTER SURETY NAME]  
Name

[Enter Address]  
Address

[Enter Principal Place of Business]  
Principal Place of Business

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

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

CONSTRUCTION CONTRACT:

**RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT  
REPAIR**

CONTRACT NUMBER #APC029

at 2200 Airport Blvd, Santa Rosa, California;

DATED \_\_\_\_\_, 20\_\_\_\_, in the Amount of \$\_\_\_\_\_  
(the “Penal Sum”)

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## **BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of

any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for

performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

**DOCUMENT 006536  
WARRANTY FORM**

TO THE COUNTY OF SONOMA, for construction of

**RUNWAY 14-32 STORM DRAIN PIPE REPLACEMENT AND PAVEMENT  
REPAIR**

at 2200 Airport Blvd., Santa Rosa, California.

The undersigned Contractor hereby guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of [# Years] ([ # ]) year following the date of Substantial Completion of the Work, or such longer period specified in the Contract Documents (“Guaranty Period”), its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by Contractor shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within the Guaranty Period.

If at any time during the Guaranty Period any Work is found to be Defective, Contractor shall promptly (preferably within 48 hours of notification by County, but no later than 5 days following notification by County), without cost to County and in accordance with County’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work identified by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the Guaranty Period.

This Guaranty is in addition to any other warranties of Contractor contained in the Contract

Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of Contractor.

All abbreviations and undefined terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including, without limitation, Document 007200 (General Conditions) and Section 014200 (References and Definitions).

\_\_\_\_\_  
[Contractor's name]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Please print name here]

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

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

\_\_\_\_\_

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

END OF DOCUMENT

## **DBE EXHIBITS**

### DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), County has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs". The County has an overall triennial DBE goal of 5.6% for Federal Fiscal Years 2022-2024.

The Project is subject to these stipulated regulations. In order to ensure that County achieves its overall DBE Program goal, County encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of County to:

- a. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBE's have equitable access to participate in all of County's and identified Prime Contractor DOT-assisted contracting opportunities.
- b. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- c. Ensure non-discrimination in the award and administration of County's DOT-assisted contracts.
- d. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- e. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in DOT-assisted contracts.
- f. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Contractor will not discriminate based on race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and County's DBE Program with respect to DOT-assisted contracts, the Regulations will prevail.

### County Race-Neutral DBE Policy Implementation Directives

Pursuant to Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department of Transportation, County has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefitting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, County does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. However, the Prime Contractor will adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

### Definitions

The following definitions apply to the terms as used in these provisions:

- a. “Disadvantaged Business Enterprise (DBE)” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b. “Socially and Economically Disadvantaged Individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by County pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
  1. “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
  2. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  3. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  4. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  5. “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  6. Women, regardless of ethnicity or race.
- c. “Owned and Controlled” means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or

more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.

- d. “Manufacturer” means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- e. “Regular Dealer” means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- f. “Other Socially and Economically Disadvantaged Individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or certifying agency under the California Unified Certification Program (CUCP) to meet the social and economic disadvantage criteria described in 49 CFR Part 26.67.

#### Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post- Award)

Contractor will complete and submit the following DBE exhibits (forms) at the times specified:

Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification (Form 103).

If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, the Contractor will be required to complete and submit a Form 103 to County designee by the 15<sup>th</sup> of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. The Contractor will report the total dollar value paid to DBEs for the applicable reporting period. The Contractor will also report the DBE’s scope of work and the total subcontract value of commitment for each DBE reported.

Contractor is advised not to report the participation of DBEs toward the Contractor’s race-neutral DBE attainment until the amount being counted has been paid to the DBE.

Upon completion of the contract, the Contractor will be required to prepare and submit to County a “Race-Neutral DBE Subcontractor Paid Report Summary and Payment Verification” (Form 103) clearly marked “Final” to facilitate reporting and capturing actual DBE race-neutral attainments. Contractor will complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

Contractor is responsible for providing subcontractor’s proof of DBE Certification.

Contractor and subcontractors are subject to periodic audits by County and or their designated

representative. Program audits serve as a part of County assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.

#### DBE Eligibility and Commercially Useful Function Standards

1. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.) A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.
5. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - i. The CUCP website, accessed at <http://www.californiaucp.com>; or the Caltrans “Civil Rights” website at <http://www.dot.ca.gov/hq/bep>.
  - ii. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

#### DBE Crediting Provisions

When a DBE is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward race-neutral DBE participation. If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture will be counted.

- a. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor’s race-neutral DBE attainment.

- b. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
  - 1. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
  - 2. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
- c. The following types of fee or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
  - 1. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
  - 2. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - 3. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- d. Contractor may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
  - 1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  - 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

6. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
7. If the Contractor listed a non-certified DBE 1<sup>st</sup> tier Subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

#### Performance of DBE Subcontractors

DBE subcontractors listed by the Prime Contractor in its "DBE Race-Neutral Participation Listing" (Attachment 7) submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization from County to perform the work with other forces or to obtain the materials from other sources.

The Contractor will provide written notification to County in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Contractor shall demonstrate good faith efforts in continuing doing business with DBE's.

#### Additional DBE Subcontractors

In the event Contractor identifies additional DBE subcontractors or suppliers not previously identified by Contractor for race-neutral DBE participation under the contract, Contractor will notify County by submitting the form "DBE Race-Neutral Participation Listing" (Attachment 7) to enable Contractor and County to capture all race-neutral DBE participation. Contractor will also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

#### DBE Certification Status

If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Contractor in writing with the date of decertification. The Contractor will furnish the written documentation to County in a timely manner.

#### Contractor's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Contractor will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Contractor will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Contractor (and each subcontract the Contractor signs with a subcontractor) must include the following assurance: The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### Prompt Payment

County has, by a contract clause pursuant to 49 CFR 26.29; “Prompt Payment Mechanisms for Recipients”, adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires the Prime Contractor to issue payment to all subcontractors for satisfactory work performed, no later than seven (7) days from Contractor’s receipt of payment from County. A provision will also apply to the disbursement of retention proceeds withheld by Prime Contractor, requiring the prompt return of retention payments from Contractor to the subcontractor no later than seven (7) days County after the subcontractor’s work is satisfactorily completed. Prime Contractor will incorporate these prompt payment provisions in all subcontract agreements issued by Prime Contractor with respect to this Contract.

In accordance with Revised 26.29 “Prompt Payment Provisions”, County at its discretion, utilizes the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Prime Contractor and require a contract clause obligating Prime Contractor to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 7 days after the subcontractor’s work is satisfactorily completed.

Failure to comply with these prompt payment provisions or delay in issuing payment without prior written approval from County will constitute noncompliance, which will result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 1% of the amount due per month to the affected subcontractor for every month that payment is not made.

#### Records Retention

Prime Contractor shall maintain all DBE program records, including a thorough and updated bidder’s list.

## Forms

The referenced DBE forms are included on the following pages.

**DBE RACE-NEUTRAL PARTICIPATION LISTING**

**Contractor:** \_\_\_\_\_ **Solicitation #:** \_\_\_\_\_

**INSTRUCTIONS TO CONTRACTOR:**

- 1. THE CONTRACTOR MUST EXECUTE AND SUBMIT THIS FORM ENTITLED "DBE RACE-NEUTRAL PARTICIPATION LISTING" TO COUNTY, EVEN IF NO DBE PARTICIPATION WILL BE REPORTED. IN THE EVENT OF NO DBE PARTICIPATION, CONTRACTOR SHALL MARK "NONE" UNDER DBE FIRM NAME.**
- 2. REFER TO "DBE CREDITING PROVISIONS" CONCERNING DBE RACE-NEUTRAL PARTICIPATION CREDITING.**
- 3. THE CONTRACTOR SHALL USE THE SAME FORM WHEN ADDING NEW DBE FIRMS AFTER CONTRACT AWARD.**

DBE Firm Name*:	DBE Certification No.:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____  _____  _____		
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:		Regular Dealer (60%)	Broker	
Fax:		Manufacturer (100%)	Trucker	
License No., Classification and Expiration:				

Subcontract Amount:	
---------------------	--

\*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the proposal due date.

DBE Firm Name*:	DBE Certification No.:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____  _____  _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%; padding: 5px;">Subcontractor (100%)</td> <td style="width: 33%; padding: 5px;">Supplier (60%)</td> <td style="width: 34%;"></td> </tr> <tr> <td style="padding: 5px;">Regular Dealer (60%)</td> <td style="padding: 5px;">Broker</td> <td></td> </tr> <tr> <td style="padding: 5px;">Manufacturer (100%)</td> <td style="padding: 5px;">Trucker</td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)	Trucker	
Subcontractor (100%)	Supplier (60%)										
Regular Dealer (60%)	Broker										
Manufacturer (100%)	Trucker										
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											

\*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the proposal due date.

DBE Firm Name*:	DBE Certification No.:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____  _____  _____  _____		
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
		Regular Dealer (60%)	Broker	
Telephone:	Fax:	Manufacturer (100%)	Trucker	
License No., Classification and Expiration:				
Subcontract Amount:				

\*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the proposal due date.

DBE Firm Name*:	DBE Certification No.:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____  _____  _____  _____		
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
		Regular Dealer (60%)	Broker	
Telephone:	Fax:	Manufacturer (100%)	Trucker	
License No., Classification and Expiration:				
Subcontract Amount:				

\*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the proposal due date.

DBE Firm Name*:	DBE Certification No.:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided:  _____  _____  _____  _____		
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
		Regular Dealer (60%)	Broker	
Telephone:	Fax:	Manufacturer (100%)	Trucker	
License No., Classification and Expiration:				
Subcontract Amount:				

\*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the proposal due date.

**DBE RACE-NEUTRAL PARTICIPATION CREDITING PROVISIONS:**

Identify all DBE firms participating in the contract, regardless of tier. Names of the DBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work for subcontractors listed in your proposal. Provide copies of DBE subcontract agreements, and if applicable, copies of joint venture agreements.

1. Enter DBE prime and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by DBEs, including work performed by its own forces.
2. If 100% of a work item is not to be performed or furnished by a DBE, describe the exact portion of the item to be performed or furnished by the DBE.
3. Refer to "DBE Crediting Provisions" and 49 CFR 26.55: "Counting DBE Participation" for DBE calculating and crediting provisions.

---

Signature of Authorized Representative

Printed Name

---

Date

Title

**DBE LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

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

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

Name of DBE firm: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Description of work to be performed by DBE firm:

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

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$\_\_\_\_\_.

**AFFIRMATION**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

Name \_\_\_\_\_ Date \_\_\_\_\_

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit this page for each DBE subcontractor **within 5 days** of request.)

**INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS**  
**(DBE AND NON-DBE) PART I AND PART II**  
**(CONSTRUCTION CONTRACTS)**

**ALL PROPOSERS:**

The U.S. Department of Transportation (DOT) requires the County to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on County’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the County’s overall triennial DBE goal-setting process. Therefore, the Bidder/Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm’s name;
- b. Firm’s address;  
Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

**PART I** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

**PART II** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Bidder’s/Proposer’s responsibility to verify that the DBE(s) falls into one of the following six groups in order to count towards the DBE credit: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Hispanic American, 5) Subcontinent-Asian American, and 6) Woman.

**RFP FORM \_\_ – BIDDERS LIST**

**Proposer**

**RFP Number**

The U.S. Department of Transportation (DOT) requires County to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on County’s DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Bidder/Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each bid/proposal submitted by the Bidder/Proposer to County and for all bids, proposals, or quotes received by the Bidder/Proposer for this Project. ***The Bidders List content will not be considered in evaluating the bid/proposal or determining award of any contract.***

**1.0 PROPOSER’S INFORMATION**

Name of Prime’s Firm:			Phone: (      )      -
Firm Address:			Fax: (      )      -
			Type of work/services/materials provided:
City	ST	ZIP	
Number of years in business:			
Contact Person:			Title:
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm’s annual gross receipts last year:  <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Proposer has DBE Certification in the following categories (place an “X”): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			

**RFP FORM \_\_ (CONT'D) – BIDDERS LIST**

*Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.*

1.0 SUBCONSULTANT'S INFORMATION			
Name of Subconsultant's Firm:			Phone: (        )        -
Firm Address:			Fax: (        )        -
			Type of work/services/materials provided:
City	ST	ZIP	
Number of years in business:			
Contact Person:			Title:
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:  <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Subconsultant has DBE Certification in the following categories (place an "X"):  <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.



**MONTHLY DBE FIRMS PAID REPORT SUMMARY AND PAYMENT VERIFICATION**

Reporting Period (month): \_\_\_\_\_, 20\_\_\_\_

Project Name: _____	Report No.: _____	Report prepared by: _____
Contract Number: _____	Original Contract Award Amount: _____	Title: _____
Contract Award Date: _____	Current Contract Value: _____ [B]	Report reviewed by: _____
Prime Name: _____	% of Project Complete: _____ [A] divided by [B]	Signature: _____
Address: _____		Title: _____
	Total Dollars Paid to DBEs this Reporting Period: _____	<b>Prime's DBE Attainment to Date:</b> _____
Telephone No.: _____	Total Dollars Paid to DBEs to Date: _____	(Total Dollars Paid to DBEs divided by Total Dollars Paid to Prime)
Date of Last Progress Payment Rec'd: _____	Total Dollars Paid to Prime this Period: _____	
	Total Dollars Paid to Prime to Date: _____ [A]	

DBE FIRMS	Dollar Amount Paid This Month	Dollar Amount Paid To Date [C]	Type of Work Performed (Scope)	Original Dollar Amount Committed to DBE at Contract Award	\$ +/- Resulting from Change Order Activity	Current Subcontract Value [D]	% of Work Completed [C] divided by [D]	Comments
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: ( ) _____ Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> Broker <input type="checkbox"/> Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer <input type="checkbox"/> Attach Verification of Payment: <input type="checkbox"/> YES <input type="checkbox"/> NO								
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: ( ) _____ Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> Broker <input type="checkbox"/> Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer <input type="checkbox"/> Attach Verification of Payment: <input type="checkbox"/> YES <input type="checkbox"/> NO								
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: ( ) _____ Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> Broker <input type="checkbox"/> Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer <input type="checkbox"/> Attach Verification of Payment: <input type="checkbox"/> YES <input type="checkbox"/> NO								
<b>COMMENTS/ISSUES:</b> _____								
_____								
_____								

If necessary, this form can be duplicated to list all DBE firms paid in this reporting period.

## **Division 2 - County General Conditions**

**GENERAL CONDITIONS**

*Note: This project is funded by an FAA Airport Improvement Program Grant; thus, FAA General Contract Provisions, Division 5, part 1 of this Project Manual will hold precedence over County General Conditions, this Document 007200.*

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# GENERAL CONDITIONS

## **1 INTERPRETATION OF CONTRACT**

### **1.1 Defined Terms**

All abbreviations and definitions of terms used and not otherwise defined in this Document 007200 are set forth in Section 014200 (References). This Document 007200 subdivides at first level into Articles, and then into paragraphs.

### **1.2 Contract Documents**

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Architect, Engineer or any County's Representative and Contractor; (ii) County and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than County and Contractor.

### **1.3 Precedence of Documents**

See Section Division 5, Part 1 FAA General Contract Provisions, Section 50-04.

Any conflict between Drawings and Division 5, Parts 3-13 (as applicable) Technical Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

## **2 BID PERIOD INVESTIGATIONS AND SUBCONTRACTING**

### **2.1 Investigation Prior To Bidding**

Prior to bidding, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for bidding. Contractor's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 003119 (Existing Condition Information) and/or Document 003126 (Existing Hazardous Materials Information) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such

information fully, prior to and as a condition of submitting its Bid. Contractor shall make inquiry as required in Document 003119 (Existing Condition Information).

Prior to submitting its Bid, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site).

Prior to submitting its Bid, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents and must give County prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the Bid period and submission of a Bid indicates Contractor's agreement that County responded to the notice through Addenda issued by County which is acceptable to Contractor.

Prior to submitting its Bid, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to County by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

Prior to submitting its Bid, Contractor shall conduct (or request that County have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

Prior to submitting its Bid, Contractor may rely on County supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by County indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise County in writing

during the Bid period of any questions, suppositions, inferences or deductions Contractor may have, for County's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Bid period.

During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing this required pre-Bid investigation and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of this pre-Bid investigation.

## **2.2 Supplied Information on Underground Existing Conditions**

Regarding Underground Facilities shown in the Contract Documents or supplied through Document 003119 (Existing Condition Information), County has compiled this information in good faith, relying on its records and third-party records. Because of the nature and location of County and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 007200, this Contract establishes a heightened standard for claims involving Underground Facilities. Contractor shall consider this fact in its bidding and in its planning and execution of the Work involving Underground Facilities.

Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 003119 (Existing Conditions Information), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. County is not responsible for the completeness of any subsurface condition information for bidding or construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

## **2.3 Supplied Information on Above-Ground Existing Conditions**

Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 003119 (Existing Condition Information), such information has been compiled in good faith, however, Contractor must independently verify such information. County does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 003119, is correctly shown or indicated, or otherwise complete for construction purposes.

As a condition to bidding, Contractor shall verify by independent investigation all such aboveground and as-built conditions and bring any discrepancies to County's attention through written question. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on County-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

## **2.4 Subcontractors**

Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without County's written approval. At County's request, Contractor shall provide County with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

Subcontract agreements shall preserve and protect the rights of County under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward County under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

Contractor shall provide for the assignment to County of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

County shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project , and each such agreement shall so provide.

## **3 CONTRACT AWARD AND COMMENCEMENT OF THE WORK**

### **3.1 Time Allowances for Performance of Contract Documents**

County will make the Award of Contract by issuing a Notice of Award. As a condition to County signing Document 005213 (Agreement Form – Stipulated Sum), however, Contractor shall deliver to County the executed agreements, forms, bonds and insurance documents required by Document 002113 (Instructions to Bidders) in the required quantities and within the required times.

The Contract Time will commence to run on the date indicated in the Notice to Proceed (Commencement Date).

The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 005213 (Agreement Form - Stipulated Sum).

### **3.2 Commencement Of Work**

Contractor shall commence work on the Site on the Commencement Date found in the Notice to Proceed (Document 005500). Contractor shall not do any Work at the Site prior to that date.

## **4 INSURANCE AND INDEMNIFICATION**

### **4.1 Insurance**

See Document 007316 (-Insurance Requirements), incorporated herein by this reference.

### **4.2 Indemnification**

County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect, Engineer and each County's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect, Engineer and each County's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect, Engineer and each County's Representative.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Contractor's obligations under this paragraph 4.2 shall survive completion of the Work or termination of the Contract Documents for any reason whatsoever.

## **5 DRAWINGS AND SPECIFICATIONS**

### **5.1 Intent**

Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to County. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

### **5.2 Drawing Details**

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details

of such adaptation shall be subject to prior approval by County. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

### **5.3 Interpretation of Drawings And Specifications**

Should any discrepancy appear, or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to County, in writing, in accordance with Section 012600 (Contract Modification Procedures). County will issue with reasonable promptness written responses, clarifications or interpretations as County may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give County prompt written notice as provided in Section 012600 (Contract Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with County's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 007200.

### **5.4 Checking of Drawings**

Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent information shown in the Contract Documents and all applicable field conditions and measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Contractor shall promptly report to County, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from County before proceeding with any Work affected thereby. Dimensions shown on Drawings shall be followed; Contractor shall not scale Drawings.

### **5.5 Standards to Apply Where Specifications are not Furnished**

The following general specifications shall apply wherever in the Specifications, or in any directions given by County in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 014200 (References), for first-class work of the kind required. Contractor shall specify in writing to County the materials to be used or Work to be performed under this paragraph 5.5 fourteen (14) Days prior to furnishing such materials or performing such Work.

## **5.6 Deviation from Specifications and Drawings**

Contractor shall perform Work in accordance with Drawings and Specifications. Contractor shall not deviate from Drawings or the dimensions given in the Drawings or the Specifications without County's advance written approval of the proposed deviation.

If County elects to change the Work, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 007200.

## **5.7 Ownership And Use Of Drawings, Specifications And Contract Documents**

Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of County. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

The County will be issuing the Drawings and Project Manual electronically for the Contractor's use, unless specifically stated otherwise.

## **6 CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS**

### **6.1 County's Right to Perform Construction and to Award Separate Contracts**

County may perform, with its own forces, construction or operations related to the Project. County may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

### **6.2 Mutual Responsibility**

Contractor shall afford all other contractors, utility owners, and County (if County is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work and shall cooperate with them to facilitate the progress of the Work.

Contractor shall coordinate its Work with the work of other contractors, County, and utility owners. Contractor shall hold coordination meetings with other contractors, County and its representatives, and utility owners as required by Section 013150 (Project Meetings).

Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other contractors, County or utility owners by cutting, excavating or otherwise altering the work of others and will only cut or alter the work of others with the written consent of County and the others whose work will be affected.

Contractor's duties and responsibilities under paragraph 0 of this Document 007200 are for the benefit of County and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between County and such other contractors and utility owners.

To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors, County, or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to County in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. County will require the entity responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to County in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to County. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

### **6.3 County Authority Over Coordination**

County will have authority over coordination of the activities of multiple contractors in cases where County performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. County may at any time and in its sole discretion, designate a person or entity other than County to have authority over the coordination of the activities among the various contractors. County's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 007200. Contractor shall promptly notify County in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

Contractor shall suspend any part of the Work or carry on the same in such manner as directed by County when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors, County, and utility owners. Damages or claims will be allowed only to the extent of fault by County if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, County, and utility owners. County reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors, County, and utility owners. County may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases County of further liability regarding such funds.

## **7 PAYMENT BY COUNTY**

### **7.1 Receipt And Processing Of Applications For Payment**

As required by Section 012000 (Price and Payment Procedures), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. County will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 012000 (Price and Payment Procedures).

## **8 CONTROL OF THE WORK**

### **8.1 Subcontractors**

Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor. The Contractor may not assign any portion, or any rights hereunder, of the Contract Documents without the County's express written consent or, where applicable, compliance with the Subcontractor Listing Law.

### **8.2 Supervision of Work By Contractor**

Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent in conformance with Superintendent in conformance with Section 50 Control of Work, subsection 50-05 Cooperation of Contractor, of Part 1- FAA General Contract Provisions.

### **8.3 Observation of Work By County**

County Representatives: County's Representative(s) will have limited authority to act on behalf of County as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by County, County will issue all communications to Contractor through County's Representative, and Contractor shall issue all communications to County through County's Representative in a written document delivered to County. Should any direct communications between Contractor and County's consultants, architects or engineers not identified in Article 2 of Document 005213 (Agreement Form - Stipulated Sum) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to County's Representative.

Means and methods of Construction: Subject to those rights specifically reserved in the Contract Documents, County will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. County will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

In exercising its responsibilities and authorities under the Contract Documents, County does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect, Engineer nor any County's Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

Work shall be performed under County's general observation and administration. Contractor shall comply with County's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. County's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

County may engage an independent consultant or architect (collectively for purposes of this paragraph 8.3, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with County, but will have authority to act on behalf of County only to extent provided in the Contract Documents or as set forth in writing by County. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to County that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. County will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

Consultant may conduct inspections to recommend to County the dates that Contractor has achieved Substantial Completion and when the Final Inspection Report can be issued and will receive and forward to County for review written warranties and related documents required by Contract Documents.

#### **8.4 Access to Work**

During performance of Work, County and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as County's interests may require. Other contractors, County workers or utility owners performing work for County may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

County may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by County labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, County shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of County.

If, prior to completion and final acceptance of all the Work, County takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while County is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by County shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 011000 (Summary).

If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, County shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to County.

## **9 WARRANTY, GUARANTY, AND INSPECTION OF WORK**

### **9.1 Warranty and Guaranty**

General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and completing Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but

not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

**Extended Guarantees:** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

**Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this paragraph 0. are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to County that:

To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to County.

To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.

To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to County.

Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide County with copies thereof.

## **9.2 Inspection Of Work**

All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the

terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by County, its agents, representatives or independent contractors retained by County to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, County shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

Contractor shall give County timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.

If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish County with the required certificates of inspection, or approval. County will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Additionally, in the event that a scheduled inspection is canceled in less than 24 hours' notice by Contractor and County incurs costs associated with the cancellation, Contractor will reimburse County for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.

If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of County, Contractor shall uncover the Work at County's request. Contractor shall bear the expense of uncovering Work and replacing Work.

In any case where Contractor covers Work contrary to County's request, Contractor shall uncover Work for County's observation or inspection at County's request. Contractor shall bear the cost of uncovering and re-covering the Work.

Whenever required by County, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, County, in manner herein prescribed

for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

Inspection of the Work by or on behalf of County, or County's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by County, to perform Work in conformance with the Contract Documents.

Any inspection, evaluation, or test performed by or on behalf of County relating to the Work is solely for the benefit of County and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by County, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

### **9.3 Correction of Defective Work**

If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, County may order Contractor to replace any Defective Work, or stop any portion of Work to permit County (at Contractor's expense) to replace such Defective Work. These County rights are entirely discretionary on the part of the County and shall not give rise to any duty on the part of County to exercise the rights for the benefit of Contractor or any other party.

County may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. When necessary, a deductive Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with County's calculations, it may make a claim as provided in Article 12 of this Document 007200. County's rights under this paragraph shall be entirely discretionary and, like all other County rights and remedies under the Contract, in addition to any other rights it may have under the Contract Documents or by law.

Correction Period:

With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Substantial Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by

Change Order or Certificate of Substantial Completion, one year after County's written acceptance of such equipment), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents (including extended warranties), any equipment or machinery is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work.

With respect to structures within the Scope of Work, if within one year after the date of Substantial Completion of the Work, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work.

Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced.

Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.

Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

If following installation of any Work furnished by Contractor, defects requiring correction by Contractor are found, County shall have the right to operate such Work and make reasonable use thereof until it can be shut down for correction of defects without causing injury to County.

#### **9.4 Acceptance and Correction of Defective Work by County**

County may accept Defective Work. Contractor shall pay all claims, costs, losses and damages (including but not limited to staff and Consultant time) attributable to County's evaluation of and determination to accept such Defective Work. If County accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may deduct from moneys due

Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with County's calculations, Contractor may make a claim as provided in Article 12 of this Document 007200. If County accepts any Defective Work after final payment, Contractor shall pay to County, an appropriate amount as determined by County.

County may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 0 of this Document 007200; or provide a plan for correction of Defective Work acceptable to County; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, County may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, its representatives, agents, employees, and other contractors and Architect's consultants access to the Site to enable County to exercise the rights and remedies under this paragraph 0. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by County in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with County's calculations, Contractor may make a claim as provided in Article 12 of this Document 007200.

#### **9.5 Rights Upon Inspection or Correction**

Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by County of its rights and remedies under this Article 9. Where County exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate for default Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

Inspection by County shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive County's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid, therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute unless County agrees otherwise in writing. Contractor shall immediately correct defective Work upon Contractor's knowledge of the defective Work, regardless of County's issuance of a correction notice or otherwise identifying the defective Work.

## **9.6 Samples and Tests of Materials And Work**

Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to County. Contractor shall submit all Samples in ample time to enable County to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

## **9.7 Proof of Compliance of Contract Provisions**

In order that County may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to County properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

## **9.8 Acceptance**

Inspection by County or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by County, any extension of time, any verbal statements on behalf of County or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to County herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

## **10 CONTRACTOR'S ORGANIZATION AND EQUIPMENT**

### **10.1 Contractor's Legal Address**

Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to County, which in conspicuous language advises County of a change in legal address or facsimile number, and which County accepts in writing. Delivery of any drawings, notice, letter or other communication to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

### **10.2 Contractor's Office at the Work Site**

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from County, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

### **10.3 Contractor's Superintendents Or Forepersons**

Contractor shall at all times while Work is being performed at site, be represented on Site by a competent resident Superintendent authorized and competent to receive and carry out any instructions that County may give and shall be liable for faithful observance of instructions delivered to Contractor. Said Superintendent shall not be replaced without County's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor. Communications, instructions, or Drawings given to Contractor's representative shall be deemed to have been given to Contractor.

In the event that the designated Superintendent is unable to be present at the site, Contractor shall designate a substitute Superintendent, subject to County's approval, and shall obtain County's consent as to time and duration of any such substitution.

### **10.4 Proficiency in English**

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

### **10.5 Contractor's and Subcontractors' Employees**

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If County notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses harassing, threatening or abusive language at the site to any person representing County or to any member of the public, or violates sanitary rules, or is otherwise unsatisfactory, and if County requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of County.

### **10.6 Contractor to List Trades Working**

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis and provide a copy of that list to County.

### **10.7 Contractor's Use of the Site**

Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between County and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy County-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from County.

## **11 PROSECUTION AND PROGRESS OF THE WORK**

### **11.1 Schedules and Examinations of Contract Documents**

Contractor shall submit schedules, reports, and submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 013150 (Project Meetings), 013200 (Construction Progress Documentation), and 013300 (Submittal Procedures).

Contractor shall submit to County for review and discussion:

At the Preconstruction Conference described in Section 013150 (Project Meetings), Progress Schedules and Reports as required by Sections 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable Progress Schedule may, in County's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents.

Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference (whichever is earlier), a preliminary Schedule of Values conforming to Section 012000 (Price and Payment Procedures) paragraph 1.6.C. See Section 012000 (Price and Payment Procedures) for further requirements regarding the Schedule of Values.

Unless otherwise provided in the Contract Documents, County will review for acceptability the schedules submitted in accordance with paragraph 0 of this Document 007200. Contractor shall make corrections and adjustments to complete and resubmit the schedules and shall secure County's written acceptance prior to submitting first payment request. Schedules shall be updated and completed as required by Sections 012000 (Price and Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). No progress or mobilization payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to County as meeting the requirements of the Contract Documents, including Sections 012000 (Price and Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). County's acceptance of Contractor's schedules will not create any duty of care or impose on County any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility, therefore.

## **11.2 Commencement of Work Notification**

Before commencing any portion of Work, Contractor shall inform County in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to County in a reasonable time in advance of time at which Contractor proposes to begin Work, so that County may complete necessary preliminary work without inconvenience or delay to Contractor.

### **11.3 Submittals**

Contractor shall submit Submittals to County (or Architect if County so designates) for review in strict accordance with Section 013300 (Submittal Procedures). Submission of a Submittal shall constitute Contractor's representation that all requirements of Section 013300 (Submittal Procedures) have been complied with. All Submittals will be identified as County may require and in the number of copies specified in Section 013300 (Submittal Procedures).

Contractor shall not perform Work that requires submission of a Submittal prior to submission and favorable review of the Submittal. Where a Submittal is required by Contract Documents or the final Schedule of Submittals (if required) accepted by County, any related Work performed prior to County's approval of the pertinent Submittal shall be at the sole expense, responsibility, and risk of Contractor.

### **11.4 Contractor to Supply Sufficient Workers and Materials**

Unless otherwise required by County under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then County may issue a written notice to Contractor, requiring Contractor to accelerate the Work and/or furnish additional qualified workers or materials as County may consider necessary, at no cost to County. If Contractor does not comply with the notice within five (5) Days of date of service thereof, County shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as County may elect. County may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that County exercises this right. County will deduct from moneys due, or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. County will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of County from claims of others.

Exercise by County of the rights conferred upon County in paragraph 0 of this Document 007200, is entirely discretionary on the part of County. County shall have no duty or obligation to exercise the rights referred to in paragraph 0 of this Document 007200 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of County's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon County under paragraph 0 of this Document 007200 are cumulative to County's other rights under any provision of the Contract Documents.

The County may, if it deems necessary for reasons other than those described in Paragraph 10.6.B, direct Contractor to accelerate the Work by increasing crew sizes, working overtime (as permitted by law) and/or performing shift work. If directed to perform overtime and/or shift work, Contractor will work said overtime and/or shift work, and the County shall pay Contractor solely for the additional premium wages paid, plus taxes imposed by law on such additional wages. Unless otherwise directed by the County, accelerated work shall be performed utilizing the most cost-effective available method. For example, the County shall not be responsible to pay the premium for overtime work if the same work could have been performed on second shift utilizing a lower premium.

#### **11.5 Contractor's Project Data**

Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide County with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide County with a copy of such report upon County's request and whenever it is generated.

Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide County with copies for each Day Contractor works on the Project, to be delivered to County either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

County shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, County shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 006700 [Escrow Bid Documents] if required by the Contract Documents), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job Progress Reports, photographs, and as-built drawings maintained by Contractor. County and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.5 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Construction Change Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to County for reference. Upon completion of the Work, Contractor shall deliver to County, the Project Record Documents.

## **12 CLAIMS BY CONTRACTOR/NON-JUDICIAL SETTLEMENT PROCEDURE**

### **12.1 Scope**

The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against County.

“Claim” means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a “claim,” the written demand must state that it is a claim submitted under this Article 12. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.

The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor’s prior compliance with the claims procedure herein and previous dispositions under this Article.

The provisions of this Article 12 shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

### **12.2 Procedure**

Disputed Work. Should any clarification, determination, action or inaction by County or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in

any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively “Disputed Work”), then Contractor shall so notify County. Contractor and County shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

**Duty to Work During Disputes.** Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of County. Contractor’s sole remedy for Disputed Work is to pursue the remedies in this Article 12 and follow the determinations of County.

**Timely Notice of Disputed Work Required.** Before commencing any Disputed Work, or within ten (10) Days after Contractor’s first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for County to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.

**Timely Notice of Potential Claims Required.** County will review Contractor’s timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify County, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If County should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.

**Quarterly Claims Required.** At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a formal claim in the form specified herein. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. (Contractor may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and

detailed documentation supporting Contractor's position, for each notice of potential claim that Contractor intends to pursue as a formal claim (further described below).

**Claim Updates Required.** If Disputed Work persists longer than a single calendar quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to County a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value and provide such log to County quarterly.

**Claim Negotiations required.** Upon receipt of Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, County or its designee will review the issue and render a final determination. Contractor and County may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. County may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by County to evaluate and decide Contractor's claim.

### **12.3 Administration During and After Claim Submission**

Owner may render a final determination based on the Claim or may, in its discretion, conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 Days of submission, or such longer period as may be allowed pursuant to Section 9204 of the Public Contract Code, it shall be deemed denied. Consistent with Public Contract Code section 9204, if Owner takes any action on the Claim, it will provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Owner shall tender any payment due to Contractor on any undisputed portion of a Claim within 60 Days after Owner issues its written statement.

If Contractor disputes Owner's written response, or if Owner fails to respond to a Claim tendered pursuant to this Section 00700 within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner will provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be tendered within 60 days after Owner issues its written statement. Any disputed portion of the

Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to the remaining procedures of this Article 12

Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination

After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act (Public Contract Code §§ 20104 et seq.), which provides further requirements to meet and confer, mediate and arbitrate before proceeding with a Government Code Claim in accordance with the procedures specified in this Article 12

#### **12.4 Mediation**

If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01410 (Regulatory Requirements).

If Contractor's claims submitted in accordance with this Article 12 at Project completion exceed \$375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years' experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

#### **12.5 Subcontractor Claims**

Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. County shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

#### **12.6 Waiver**

If Contractor fails to comply with this Article 12 as to any claim, then Contractor shall waive its rights to such claim.

All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.

Contractor may request an extension of time to comply with the claims procedure herein but must do so in advance of time periods expiring and County must give its approval in writing (which approval may be withheld in County discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

County shall not be deemed to waive or alter any provision under this Article 12, if at County's sole discretion, a claim is administered in a manner not in accord with this Article 12.

## **13 LEGAL AND MISCELLANEOUS**

### **13.1 Laws and Regulations**

Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify County and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

Whenever Drawings and Specifications require higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition), Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

### **13.2 Permits and Taxes**

County will pay applicable building permits, school, sanitation and water demand fees, except as otherwise provided in Section 011000 (Summary). Unless otherwise noted in Section 011000 (Summary), Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement

and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work. Contractor shall pay all fees related to deferred submittals such as, but not limited to, fire sprinkler system, underground utilities, fuel storage tank and fire alarm system. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where County may have already obtained permits for the Work.

### **13.3 Suspension of Work**

County may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as County may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 012600 (Contract Modification Procedures). No adjustment shall be made to extent that:

Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

An equitable adjustment is made or denied under any other provision of Contract Documents; or

The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 007200.

### **13.4 Termination of Contract for Cause**

County may declare Contractor in default of Contract Documents and County may terminate Contractor's right to proceed under the Contract Documents for cause:

Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged as bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

Should Contractor commit a material breach of the Contract Documents. If County declares Contractor in default due to material breach, however, County must allow

Contractor an opportunity to cure such breach within 10 Days of the date of notice from County to Contractor providing notice of the default; or, if such breach is curable but not curable within such 10-Day period, within such period of time as is reasonably necessary to accomplish such cure; or

Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within 10 Days of the date of the notice from County to Contractor demanding such cure; or, if such violation is curable but not curable within such 10-Day period, within such period of time as is reasonably necessary to accomplish such cure.

In order for Contractor to avail itself of a time period in excess of 10 Days, pursuant to subsections 0 and 0, Contractor must provide County within the 10-Day period with a written plan acceptable to County to cure said breach or violation which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach or violation. Contractor must then diligently commence and continue such cure according to the written plan.

If County at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 0 of this Document 007200, County may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which County may advise Contractor of in writing. Contractor shall, within 10 Days of County's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 0 of this Document 007200. Failure of Contractor to provide such written assurances of performance and the required written plan, within 10 Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

In event of termination for cause, County will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 006113.13 (Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), County may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

In the event of termination by County as provided in paragraph 0 of this Document 007200 for cause:

County will compensate Contractor for the value of the Work delivered to County upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides County with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, County will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

Contractor shall deliver to County possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 0 shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with Contract Documents.

County's rights under paragraph 0 shall be specifically enforceable to the greatest extent permitted by law. County shall, to the extent applicable, have all other rights and remedies set forth in any Contract Document.

County may terminate portions or parts of the Work for cause, provided these portions or parts (i) have separate geographic areas from parts or portions of the Work not terminated or (ii) are limited to the Work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with other contractors as required under Article 6 of this Document 007200.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accordance with Article 12 of this document and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

### **13.5 Termination of Contract for Convenience**

County may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever County shall determine that termination is in County's best interest. Termination shall be effected by County delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

After receiving a notice of termination under paragraph 0 of this Document 007200, and except as otherwise directed by County, Contractor shall:

Stop Work under the Contract Documents on date and to extent specified in notice of termination;

Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

Assign to County in manner, at times, and to extent directed by County, all right, title, and interest of Contractor under orders and subcontracts so terminated. County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to extent County may require. County's approval or ratification shall be final for purposes of this paragraph 13.5;

Transfer title to County, and deliver in the manner, at the times, and to the extent, if any, directed by County, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to County;

Use its best efforts to sell, in manner, at times, to extent, and at price or prices that County directs or authorizes, any property of types referred to in paragraph 0 of this Document 007200, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by County. Proceeds of transfer or disposition shall be applied to reduce payments to be made by County to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as County may direct;

Complete performance of the part of the Work which was not terminated by the notice of termination; and

Take such action as may be necessary, or as County may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which County has or may acquire interest.

After receipt of a notice of termination under paragraph 0 of this Document 007200, Contractor shall submit to County its termination claim, in form and with all certifications required by Article 12 of this Document 007200. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and County may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.5. If Contractor and County fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 13.5, County's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the Progress Schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in County's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

A reasonable allowance for profit on cost of Work performed as determined under paragraph 0 of this Document 007200, provided that Contractor establishes to County's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

Reasonable costs to Contractor of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

Except as provided in this paragraph 0 of this Document 007200, County shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

County shall have no obligation to pay Contractor under this paragraph 13.5 unless and until Contractor provides County with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

In arriving at the amount due Contractor under this clause, there shall be deducted:

All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents;

Any claim which County may have against Contractor in connection with Contract Documents; and

The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.5, and not otherwise recovered by or credited to County.

### **13.6 Contingent Assignment of Subcontracts**

Contractor hereby assigns to County each Subcontract for a portion of the Work, provided that:

The assignment is effective only after County's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.4 or 13.5 of this Document 007200.

The assignment is effective only for the Subcontracts which County expressly accepts by notifying the Subcontractor in writing;

The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 006113.13 (Performance Bond Form) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.4 or 13.5 of this Document 007200), sign all instruments and take all actions reasonably requested by County to evidence and confirm the effectiveness of the assignment in County; and

Nothing in this paragraph 13.6 shall modify or limit any of Contractor's obligations to County arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

### **13.7 Remedies and Contract Integration**

Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between County and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Sonoma. All County remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances County shall have any and all other equitable and legal rights and remedies which it would have according to law.

The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between County and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. County and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

In any proceeding to enforce the Contract Documents, Contractor and County agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major

defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

### **13.8 Patents**

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless County and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each County's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

### **13.9 Substitution for Patented and Specified Articles**

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of County, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 002113 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

### **13.10 Interest of Public Officers**

No representative, officer, or employee of County, no member of the governing body of the locality in which the Project is situated, no member of the locality in which County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

**13.11 Limit of Liability**

COUNTY, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT AND EACH OTHER COUNTY REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

**13.12 Severability**

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

**14 MODIFICATIONS OF CONTRACT DOCUMENTS**

**14.1 Alterations, Modifications and Force Account Work – Not Used**

Refer to Section 40 of the FAA General Contract Provisions.

**14.2 Time Allowances**

The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

The Contract Time will be adjusted in an amount equal to the time lost or added due to:

Changes in the Work ordered by County;

Acts or neglect by County, Architect, any County’s Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or

Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise described or referenced in paragraph 14.4 below, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents.

The Contract Time shall not be extended for any cause identified in paragraph 0 above, however, unless:

Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor’s control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);

A claim for delay is made as provided herein; and

Contractor submits a Time Impact Evaluation as required under Section 013200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

#### **14.3 Notice of Delay**

Within seven (7) Days of the beginning of any delay, Contractor shall notify County in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 013200 (Construction Progress Documentation). County will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 0.

#### **14.4 Non-Compensable Time Extensions; Adverse Weather Parameters**

Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the reasonable control of Contractor and County, e.g., adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, and acts of other contractors or utilities. In such cases, an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay. The adverse weather contingency for this Contract is provided in Document 00800 (Supplementary Conditions).

Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the Contract's adverse weather contingency, nor will Contractor be entitled to any extension of Contract Time for any such delays. Contractor shall be entitled to an extension of Contract Time for adverse weather only (i) if the number of workdays of adverse weather, recognize as provided in this paragraph 14.4, exceeds these parameters (ii) Contractor proves that adverse weather actually caused delays to Work that is on the critical path, and (iii) Contractor satisfies the other requirements of this paragraph 14.4.

In order to qualify as an adverse weather day with respect to the foregoing parameters, daily rainfall must exceed 0.1 of an inch or more at the National Oceanic & Atmospheric Administration weather station identified in Document 007300 (Supplementary Conditions), and Contractor must give County written notice of its intent to claim an adverse weather day within one Day of the adverse weather day occurring. Contractor shall at all times employ all available mitigation measures to enable Work to continue.

Contractor shall include the foregoing rain parameters as in its Progress Schedule as required in Section 013200 (Construction Progress Documentation). As Work on the critical path is affected by rain, Contractor shall notify County and request that the days

be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.

Subject to the other requirements of this paragraph, adverse weather days shall be recognized for the actual number of days Contractor proves it was delayed by adverse weather. For example, and not by way of limitation, if rain exceeding the amount described in paragraph 0 does not in fact delay Contractor's progress on the critical path, then no adverse weather days shall be recognized. Conversely, if Contractor proves that rain exceeding the amount described in paragraph 0 causes delay to Contractor for a period longer than the number of rain days incurred (e.g., if it rains during grading Work), then all such days shall be recognized as adverse weather days.

Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for County to not recognize adverse weather days, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

#### **14.5 Compensable Time Extensions**

Contractor may receive a time extension and be compensated for delays caused directly and solely by County. Provided Contractor provides proper notice and documentation under Section 013200, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.

Contractor shall not be entitled to any time extension or compensation for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either County or others.

Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

County's right to sequence the Work in a manner which would avoid disruption to County's contractors and their subcontractors and County's employees, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; County's enforcement of any government act or regulation; or the provisions of the Contract Documents; and

Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by County or its consultants in a reasonable time commensurate with Contract Documents requirements.

#### **14.6 Liquidated Damages**

Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that County will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of

time allowed pursuant to provisions hereof. Contractor and County agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by County as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by County for increased Project administration expenses, including extra inspection, construction management, architectural and engineering expenses and County staffing costs related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against County as a result of delay (e.g., delay or delay-related claims of other contractors or subcontractors), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due County.

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

#### **14.7 Differing Site Conditions**

If Contractor encounters underground conditions that exceed the scope of the Work, Contractor shall promptly give County written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (i) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work ("hazardous waste"); (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the Site made available to Bidders prior to the deadline for submitting Bids, that Contractor did not and could not have known about by performing its required pre-Bid investigations; or (iii) unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the Contract, that Contractor did not and could not have known about by performing its required pre-Bid investigations.

County shall promptly investigate the underground conditions, and if it finds that (i) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the

Work, and (ii) cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, then (iii) County shall initiate a change order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 012600 (Contract Modification Procedures).

If County determines that underground conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, or for any other reason that that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

In the event that a dispute arises between County and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or

Contractor should have known of the existence of such conditions at the time Contractor submitted its Bid, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 007200;

The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 007200 precludes reliance upon; or

Contractor was required to give written notice and failed to do so within the time required.

If, because of a differing site condition as defined herein, Contractor does not agree to continue with Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract

Time as a result, Contractor may make a claim as provided in Article 12 of this Document 007200.

#### **14.8 Change Orders Related to Underground Facilities**

If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County or in information on file at USA or is not otherwise reasonably known to Contractor by performing its obligations in Articles 2 and 10 of this Document 007200, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15 of this Document 007200), identify the owner of such Underground Facility and give written notice to that owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA, only where the inaccuracy was (i) material and outside of the normal experience on projects of this nature, (ii) was not reasonably inferable from existing information, and (iii) directly results in a material, justifiable and actual increase in the cost of Contractor's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document 007200, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Conditions Information ), or in information on file at USA.

Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). County will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

### **15 WORKING CONDITIONS AND PREVAILING WAGES**

#### **15.1 Use of Site/Sanitary Rules**

All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets

shall be properly secluded from public observation, and shall be located, constructed and maintained subject to County's approval.

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by County, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the County or occupant thereof resulting from the performance of Work.

During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by County at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

## **15.2 Protection of Work, Persons, and Property**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by County, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Work of the Contract Documents.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

Contractor shall remedy all damage, injury or loss to any property referred to in paragraph 0 of this Document 007200, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization

directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. County and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

County may, at its option, retain such moneys due under the Contract Documents as County deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and County receives satisfactory evidence to that effect.

### **15.3 Responsibility for Safety and Health**

Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and County's safety regulations as amended from time to time. Contractor shall comply with all County directions regarding protective clothing and gear.

Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify County, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, County-designated routes for ingress and egress thereto, and any other County-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

### **15.4 Emergencies**

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

### **15.5 Use of Roadways and Walkways**

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with County's prior concurrence, Contractor may provide detour, traffic control, or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

### **15.6 Nondiscrimination**

No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

### **15.7 Prevailing Wages**

Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site, in addition to all other job site notices prescribed by regulation. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's Architecture Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the Site.

Contractor shall forfeit, as a penalty to County, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 0 and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 007200 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial

Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code 1725.5, 1776 and 1810-1815. Failure to do so shall constitute a default under this Contract.

Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.

Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to County on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall and shall require all subcontractors to furnish the records specified in Labor Code 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly.

Contractor and all Subcontractors shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any Work hereunder.

Contractor shall also deliver certified payrolls to County with each Application for Payment as described in Section 001200 (Price and Payment Procedures).

**15.8 Environmental Controls**

Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

**15.9 Shoring Safety Plan**

Not applicable.

END OF DOCUMENT

**DOCUMENT 007300**  
**SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.1 SUMMARY**

This document includes requirements that supplement the paragraphs of Document 007200 (General Conditions).

**1.2 SUPPLEMENTS**

**1.3 EXISTING UTILITIES**

Drawings may indicate above-and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to County are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to County for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 007300. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 007300.

At no additional cost to County, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should County determine that Contractor has not responded in a timely manner or not diligently pursued restoration of service, County may restore service and deduct the costs of such action by County from the amounts due under the Contract.

Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). County will compensate Contractor for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such Work.

Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to County, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small

equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 1.3.C of this Document 007300).

Nothing in this Document 007300 shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify County and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

#### **1.4 UNDERGROUND FACILITIES**

Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 003119 (Existing Condition Information), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

- 1) "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- 2) Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide County with copies of all USA records secured by Contractor. Contractor shall advise County of any conflict between information provided in Document 003119 (Existing Condition Information), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- 3) In addition, County owns certain underground facilities which may not be reflected in USA records or those of other utility companies. Contractor shall notify County's representative prior to commencing any excavation in locations not shown clearly and unambiguously in the Contract Documents and shall allow ample time for County to locate and mark its facilities.

The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 003119 (Existing Condition Information) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such

Underground Facilities and repairing any damage thereto resulting from the Work.

If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15.4.A of Document 007200), identify the Owner of such Underground Facility and give written notice to that Owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by County only where the Underground Facility:

- 4) Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA; and
- 5) Contractor did not know of it; and
- 6) Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor.

Contractor shall bear the risk that Underground Facilities may differ in nature or locations shown in information made available by County pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

## **1.5 WEATHER DELAYS**

Refer to Special Provisions for Airport Construction (Division 4).

## **1.6 PRELIMINARY SCHEDULE OF SUBMITTALS**

Refer to Division 5 “General Contract Provisions” for information regarding submittals.

END OF DOCUMENT

## EXISTING CONDITION INFORMATION

### 1.1 SUMMARY

- A. This Document 003119 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon existing conditions information, including geotechnical data if applicable, concerning existing conditions at or contiguous to the Site. This Document 003119, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

### 1.2 REPORTS AND INFORMATION

- A. Existence of Reports. County, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
- B. Inspection of Reports. Bidders may inspect reports and information regarding existing conditions available at the Facilities Development and Management Division, and may obtain copies upon Bidder's payment for the costs of reproduction and handling. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- C. Inclusion in Project Manual. Geotechnical reports and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.
- D. Existing Conditions Information. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review through County: N/A

### 1.3 USE OF INFORMATION ON EXISTING CONDITIONS

- A. Aboveground Existing Conditions. Under no circumstances shall County be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by County regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by County.
- B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to County

by others (e.g., the builders of such Underground Facilities or others). Except as expressly set forth in this Document 003119, County does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 003119, County will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by County. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

#### **1.4 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION**

- A. Geotechnical Data. Except as expressly set forth in this Document 003119, County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by County, except as specifically set forth herein.
- B. Technical Data. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and existing conditions information identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
  - 1) The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
  - 2) The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
  - 3) The term “technical data” shall not include the location of Underground Facilities.
  - 4) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
  - 5) Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied existing conditions information.

#### **1.5 INVESTIGATIONS**

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be

employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise County in writing as limited by Section 1.11 of Document 002113 (Instructions to Bidders) of any questions, suppositions, inferences or deductions Bidders may have for County's review and response.

- B. County has provided time in the period prior to bidding for Bidder to perform these investigations.
- C. Notwithstanding the foregoing, hazardous materials investigations shall only be conducted by County as provided in Document 003126 (Existing Hazardous Materials Information).

END OF DOCUMENT

## DOCUMENT 007316

**INSURANCE REQUIREMENTS**

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- j.** Required if Contractor has employees as defined by the Labor Code of the State of California.
- k.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- l.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- m.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- n.** Required Evidence of Insurance:
  - i.** Subrogation waiver endorsement; and
  - ii.** Certificate of Insurance

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance.

If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. County of Sonoma, its officers, agents and employees, Attn : Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The policy shall cover:
  - i. bodily injury, sickness, or disease sustained by any person, including death;
  - ii. property damage, including physical injury to or destruction of tangible property

- including the resulting loss of use thereof;
  - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
  - iv. loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
  - v. contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
  - vi. claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement.
  - vii. inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- e. Contractor shall maintain the insurance for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the Work.
- f. County of Sonoma, its officers, agents and employees, Attn : Airport Manager, Charles M. Schulz – Sonoma County Airport, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of Work under this Agreement.
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. Required Evidence of Insurance:
- i. Copy of the additional insured endorsement *or* policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

## 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A:VII

## 6. Documentation

- a. The Certificate of Insurance must include the following reference: Airport Wildlife Perimeter Fence Construction.

- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1-4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents and employees, Attn : Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Boulevard, Santa Rosa, CA 95403.
- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

## **7. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **8. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Division 3 - Required Federal Contract  
Provisions**

*Refer to County Agreement, Attachment A*

## **Division 4 - Project-Specific Requirements for Airport Construction**

# **Part 1 - Special Provisions for Airport Construction**

## Item SP-100, Special Provisions for Airport Construction

### DESCRIPTION

**100-1.1 Overview.** This Section provides for construction safety in an Airport environment; limitations on construction operations; minimum requirements for construction management and scheduling; and site-specific information pertaining to potential impacts on construction activities. Unless otherwise noted, all costs associated with related work shall be included in the Contract pay item for Airfield Safety and Traffic Control.

**100-1.2 Construction Safety and Phasing Plan (CSPP).** A Construction Safety and Phasing Plan has been prepared for this project and is included as Division 4, Part 2 of “Project-Specific Requirements for Airport Construction.” Contractor shall comply with the CSPP. Included as part of the requirements of the CSPP is the Safety Plan Compliance Document (SPCD), which must be completed and submitted by the Contractor and approved by the County.

**100-1.3 Security Access / Badging.** The Contractor shall be responsible for obtaining security badges for supervisory and any other necessary construction personnel from the Airport Badging Office. Badged personnel are limited to escorting no more than three (3) persons who are in visual and hearing distance of the badged person. The Contractor shall ensure adequate personnel are badged at all times throughout the Project.

The Contractor shall provide administrative support to the Airport during badge processing. Administrative support includes filling out applications, coordinating badge appointments at the Airport, collecting personnel identification, and data input. An initial fee of \$40.00 per AOA badge will be charged. A \$100.00 fee will be charged for the first lost badge, with an additional \$25.00 reprinting cost; \$150.00 will be charged for second lost badge, with an additional \$25.00 reprinting cost. Prior to construction work, one (1) appointment for badge pick-up (approximately 30 minutes), is required. The appointment is mandatory and can be made through the Airport’s Badging Office. All security badges shall be logged and returned to the Airport upon completion of work or portions of work, or upon demand from the Airport. Contractor will be fined a fee of \$150.00 per badge not returned within 72-hours and could incur additional TSA Fines and Penalties.

**100-1.4 Construction Baseline Schedule and Progress Schedule.** A baseline construction schedule shall be submitted to the Resident Project Representative (RPR) by the Contractor within five (5) working days prior to the preconstruction meeting. A County-approved schedule will be required prior to issuing a Notice to Proceed with the Construction Element.

Baseline schedule shall be a Critical Path Method type. Schedule shall indicate complete sequence of each construction category, indicating a time bar for each major category or unit of work to be performed. Work shall be properly sequenced and indicate being fully completed within the scheduled time of completion or substantial completion. The schedule shall also include manpower, equipment utilization and resource needs (resource loading) in order to meet the schedule.

The schedule shall detail temporary access routes, safety measures, and time limits of closure for each area. Failure to open airfield pavements within the approved time limits may result in liquidated damages, as defined herein.

Schedule shall be coordinated with all other Contractors, subcontractors and material suppliers prior to submission. Contractor shall update the baseline schedule whenever there is a significant change in progress.

#### **100-1.5 Time Limitations.**

- A. Mobilization Element.** Notice to Proceed with Mobilization shall be given after award of Contract. All work included in Mobilization shall be completed within fifteen (15) calendar days. Within this time limitation the Contractor will be allowed to perform preparatory layout and survey work within the project improvement limits between the hours of midnight and 5:00 AM. Preparatory layout work shall not impact Airport operations.
- B. Construction Element – Base Bid.** Notice to Proceed with the Base Bid work shall be issued at the County’s discretion after completion of the Mobilization Element and necessary permits issued. All work included in the Construction Base Bid shall be completed within One (1) 20-hour Runway Closure followed by one (1) 5-hour Runway Closure 30 calendar days later. The 20-hour closure window for the Base Bid shall begin on Monday June 24, 2024 at 2300 hours (11:00 pm) and shall continue until Tuesday June 25, 2024 at 1900 (7:00 pm).
- C. Construction Element – Bid Alternate 1.** If Bid Alternate 1 is awarded, the 20-hour Runway closure will be extended to a 30-hour closure. The 30-hour closure window for the Base Bid plus Bid Alternate 1 shall begin on Monday June 24, 2024 at 2300 hours (11:00 pm) and shall continue until Wednesday June 26, 2024 at 0500 (5:00 am).
- D. Construction Element – Bid Alternate 2.** If Bid Alternate 2 is awarded, no additional time will be added to the contract. Work within Bid Alternate 2 must be completed within the time allowed for Base Bid or Base Bid plus Bid Alternate 1.

Refer to the CSPP for additional details on the time limitations as well as specific phasing requirements for the Project.

#### **100-1.6 Liquidated Damages.** Opening Runways 14-32 and 2-20 is critical for commercial operations. The following liquidated damages apply for **failure to open Runways 14-32 and 2-20 pavement after the closure period:**

- During the first hour of delayed closure, \$7,500 per 15 minutes (or part thereof).
- After the first hour of delayed closure, \$50,000 per hour (or part thereof).

**100-1.7 Barricades and Delineators.** The County shall provide fifty (50) 8-foot long, low-profile barricades for use during this project. The Contractor shall provide two (2) solar-powered flashing lights for each of the County-provided barricades. The Contractor shall be responsible for determining the number of barricades needed for the project based on proposed construction phasing. If additional barricades are needed based on Contractor’s phasing, Contractor will be required to provide. The low-profile barricades shall be safety orange in color and shall measure

eight (8) feet in length, ten (10) inch in width and a maximum of eighteen (18) inches in height. They shall be high impact, UV resistant, high-density polyethylene, equipped with orange/white reflective striping on each side and two (2) red flashing, solar-powered hazard lights. The barricades shall be spaced a maximum of four (4) feet apart and filled with water. The Contractor shall be responsible for placing, filling with water, maintaining and moving all the barricades as necessary during the project or as directed by the Airport.

Additionally, the Contractor shall provide plastic delineators or traffic cones as required to barricade hazardous areas at the project site and to place along designated haul routes. Unless otherwise approved by the RPR, delineators shall be 42-inch-high molded plastic. Delineators shall be four inches in diameter, florescent orange, supplied with a weighted base and reflective stripes and shall be equipped with flashing red lights. Traffic cones shall be 28-inch high with reflective stripes. All costs associated with this item shall be included in Airfield Safety and Traffic Control. Contractor-provided barricades, flashing lights, delineators, and traffic cones shall remain property of the Contractor.

**100-1.8 Runway Closure Markers (Crosses)** The County will be providing two (2) sets of runway closure markers. The Contractor will be responsible for lubricating, fueling, and maintaining the runway closure markers for the duration of closures.

**100-1.9 Radio Communication with Air Traffic Control Tower (ATCT).** All traffic on the Airport, including aircraft and motor vehicles, are controlled by the ATCT between the hours of 07:00 to 21:00. The Contractor shall designate trained construction safety staff to perform radio communications with the Air Traffic Control Tower (ATCT) or Common Traffic Advisory Frequency (CTAF). Radio operations personnel shall be trained by Airport personnel, prior to using radios.

All activities within aircraft movement areas will require two-way radio communication. The Contractor's on-site foremen/lead/superintendents will carry (or have immediately available) a VHF aviation radio. Frequencies that will be used by County personnel are:

- Sonoma County Ground – 121.9 (0700-2100)
- Sonoma County Tower – 118.5 (0700-2100)
- CTAF – 118.5 (when tower closed)

Two-way radio communication with the ATCT shall be maintained at all times when working or traveling in a controlled area. When a runway or taxiway is open to air traffic, Contractor must provide radio-equipped escorts before any of his personnel or equipment proceeds onto or across the taxiways or runways. If the Contractor is working in more than one location, each work area shall have a radio as directed by the RPR. A radio-equipped flagman shall be used to control vehicular traffic crossing active areas during hauling operations. It is anticipated that up to three (3) flagmen may be required for this project. The County will also be escorting construction vehicles within the AOA with a “follow me” sign. Escorting is limited to 3 vehicles at a time.

**100-1.10 Access and Security.**

- A. Contractor Access.** Contractor access to the project site shall be via the routes indicated on the Construction Safety and Phasing Plans. Any deviations to the haul route by the Contractor require review and approval by the Airport. All access routes and haul routes shall be kept clean and free of debris. Dust control shall be maintained. Traffic control across active airfield pavements shall be coordinated with the Airport. Damage to pavements, structures, gates, fences, utilities or other existing features shall be repaired by the Contractor at his or her expense.
- B. Access Security Control.** The Contractor shall be responsible for maintaining Airport security at all locations designated for construction access. When not actively in use, the gates or temporary security fencing will be kept closed and locked. During periods of operation, the gate or temporary security fence must be secured after each vehicle enters or departs or a gate guard shall be posted and provided by the Contractor so that inadvertent entry onto the Airport by an unauthorized vehicle and/or pedestrian is prevented. All construction access points shall be kept clear of equipment and materials.

**100-1.11 Required Meetings, Training, and Badging.** Several meetings will be required for this Project, as defined throughout the Contract Documents. The meetings shall include, but not be limited to, the following:

<b>Meeting Type</b>	<b>Frequency</b>	<b>Construction Personnel Required in Attendance (Min.)</b>
Pre-Construction	One, prior to NTP	Project Manager, Superintendent
Pre-Construction Coordination Meetings	Two, during Mobilization Element	Project Manager, Superintendent, Subcontractors as necessary

**100-1.12 Construction Water, Electricity, and Other Utilities.** The source of construction water, electricity, or other utilities required for the project shall be coordinated by the Contractor. The Contractor shall pay all applicable fees and make all necessary arrangements with the appropriate local utility to secure construction utility service for the duration of the contract, including identifying and coordination of an acceptable utility source for the project. No direct payment will be made for this work. The Contractor shall include all costs associated with construction utility service in the price of the work.

**100-1.13 Cooperation between Contractors.** Construction may be underway by other forces and by other contractors within or adjacent to the limits of the work in this contract. The Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

Each Contractor shall be responsible to the other for any damage to work to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish the work within the time specified for completion.

**100-1.14 Dumping and Disposal of Waste.** The Contractor is responsible for the cost to dispose of all waste products including excess material which cannot be incorporated into the work under this contract. The waste product referred to herein shall become property of the Contractor or disposed of at the location shown on the plans. The cost to dispose of these materials including any associated hauling and environmental testing shall be included in the applicable bid item.

**100-1.15 Protection of Airfield Facilities.** The contractor shall be responsible for protecting against, and correcting, any damage to existing lighting, or other existing airfield facilities caused by construction activities. Any persons damaging any airfield light fixture or other airfield facility shall report such damage to the Airport immediately and the Contractor shall be responsible for any costs required to repair or replace the damaged fixture or facility.

There are numerous airfield electrical systems in the construction areas. For facilities that are not being replaced as part of the project, the Contractor shall protect these facilities and maintain the continuity of these circuits throughout construction, unless otherwise approved by the Engineer. Temporary wiring shall be provided as necessary.

**100-1.16 Existing Underground Utilities.** The Contractor is advised that there are numerous underground utilities in the construction area; the locations of known facilities are shown in the position estimated from available records. Although efforts have been made to locate these facilities as accurately as possible, the locations shown are approximate only. The Contractor shall carefully field locate these facilities at the Contractor's discretion or as directed by the RPR. Should any of the facilities be damaged or broken as a result of the Contractor's operations, they shall promptly be repaired at the Contractor's expense. The costs associated with potholing or otherwise locating existing underground facilities shall be incidental to the work activities for which locating utilities is required.

**100-1.17 Safety and Pollution.** The Contractor shall comply with all applicable pollution control regulations including "Air Pollution Control" of the State Standard Specifications, Section 11017 of the Government code, and all requirements of these Specifications. The Contractor shall comply with all conditions regarding water pollution requirements defined in "Water Pollution" of the State Standard Specifications and all regulations and orders issued by the County. The spilling of oil, gas, diesel, hydraulic fluid, or any other substance harmful to the fish or plant life in any drainage areas is prohibited.

**100-1.18 Dust Control.** Refer to Section 4.7 of the CSPP. All costs associated with Dust Control shall be incidental to the bid items for which dust control is required. If the Contractor fails to control dust in accordance with these Specifications, the County reserves the right to hire another Contractor or agency to perform this work on a "force account" basis. Total cost for performing this work will be deducted from the total Contract price at final payment.

**100-1.19 Construction Staking and Survey Layout.** The Contractor shall provide the surveying and staking as necessary to meet the requirements of the Contract Documents. The initial survey layout shall be performed by a Registered Land Surveyor and layout reconfirmed prior to paving. Contractor shall verify existing elevations and advise the Engineer of any discrepancies three (3)

days in advance of critical path work. Any costs for rework required due to existing grade discrepancies not brought to the Engineer's attention shall be borne by the Contractor.

**100-1.20 Material Testing and Retesting.** All Quality Control and materials testing shall be performed by the Contractor. The Contractor will be required to inform the RPR of the materials testing scheduled and submit reports to the RPR for review of test results and frequency of tests in conformance with Contract Documents. The RPR, at their discretion, may elect to perform additional acceptance tests as deemed necessary or as required.

The Contractor is allotted one acceptance test per area per material per lot. In the event the acceptance tests do not pass and the RPR is required to retest the area, the cost for each retest shall be borne by the Contractor at the actual cost plus a 25% markup.

**100-1.21 Submittals.** All materials and equipment used to construct this work shall be submitted to the RPR for approval prior to ordering the equipment.

The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the Drawings and Contract Documents. The RPR reserves the right to reject any and all equipment, materials or procedures, which, in the RPR's opinion, do not meet the system design and the standards and codes specified.

For items listed under 'a.' below – the Contractor shall provide the submittals at least five (5) working days prior to the pre-construction meeting. Issuance of a Notice to Proceed is dependent on the timelines and the proper level of detail of these submittals. Submittals shall be submitted to the RPR electronically.

Submittals shall include the items below:

- a. General Requirements  
Key Personnel, Telephone Numbers, and Emergency Telephone Numbers  
Project Construction Schedule (CPM)
- b. Site Work- including but not limited to *Appendix 1, Contractor's Materials and Equipment Submittal Checklist*

Manufacturer's catalogs (or excerpts thereof) and affidavits of compliance with the Contract Documents shall be submitted for all materials to be used on the project. Alternate products may be approved by the RPR upon submittal of the following information and subject to the acceptance of the FAA.

The County will not consider an alternate product that does not have adequate demonstrated experience and meet all performance requirements of this specification.

Contractor shall allow a minimum of ten (10) working days for evaluation of requests for substitution or deviation from the Contract Documents.

### **100-1.22 Submittal Procedures.**

- a.** Submit electronic submittals via file transfer (method to be indicated by the RPR). File type shall be PDF.
- b.** Each submittal item shall be individually numbered according to the *Contractor's Materials and Equipment Submittal Checklist*, so that approved and rejected submittals can be tracked.
- c.** Edit submittals so that the submittal specifically applies to only the equipment furnished. Neatly cross out all extraneous text, options, models, etc. that do not apply to the equipment being furnished, so that the information remaining is only applicable to the equipment furnished.
- d.** Present measurements in customary American units (feet, inches, pounds, etc.).
- e.** After the initial submittal package, a separate transmittal form shall be used for each subsequent submittal, specific item, or class of material or equipment for which a submittal is required. However, transmittal of a submittal of various items using a single transmittal form will be allowed when the items taken together constitute a "package" or are so functionally related that expediency dictates review of the package as a whole. A multiple-page submittal shall be divided into categories based on the type of material submitted, prior to transmittal to the RPR.
- f.** Each transmittal shall identify the specification section that relates to item being submitted.
- g.** After checking and verifying all field measurements, the Contractor shall thoroughly review each shop drawing for compliance and compatibility and stamp "APPROVED" and sign each shop drawing to indicate that a thorough review was made by the Contractor and that the Contractor has approved the shop drawing for the project prior to submission for the RPR and Engineer's review.
  - (1) Submittals shall bear a stamp or specific written indication that Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submittal and have a signature by the Contractor.
  - (2) Data shown shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable RPR and Engineer to review the information.
  - (3) Submittals shall specify by checking a box "Yes" or "No" as to whether the submittal meets the Buy American requirements. All submittals shall be accompanied with Buy American certifications or Buy American waivers. Only Third Party certified manufacturers, listed in AC 150/5345-53, Appendix 3 Addendum (as required) and meeting the BUY AMERICAN preference requirements can provide equipment and materials specified in the Contract Documents. Documentation certifying compliance with the BUY AMERICAN preference rules for Airport Improvement Program (AIP) cited in 49 USC §50101) shall be included with each equipment and material submittal.
- h.** Check the samples and accompany with specific written indication that Contractor has satisfied requirements under the Contact Documents with respect to review of submittals, and identify clearly as to material, supplier, pertinent data such as catalog numbers and the intended use.

**i.** Before submission of each submittal, determine and verify quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto; review and coordinate each submittal with other submittals, requirements of work, and the Contract Documents.

**j.** Submittals shall specify by checking a box “Yes” or “No” as to whether the submittal contains variations to the Contract. At the time of each submission, give the Engineer and RPR specific written notice of each variation that the submittal may have from the requirements of the Contract Documents; in addition, make specific notation on each shop drawing submitted to RPR for review and approval of each such variation.

**k.** The RPR and Engineer will review up to two (2) submittals for each item. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the RPR by the second submission of a submittal item. All costs to review shop drawings submitted more than twice to receive a “Re-submittal Not Required” or other approval designation, shall be borne by the Contractor. The County reserves the right to withhold moneys due the Contractor to cover additional cost of the RPR and Engineer’s review beyond the second submittal.

**l.** The RPR and Engineer's review is for general conformance to the Contract Documents and no check will be made to confirm dimensions, compatibility with other elements of the Work, or deviations from the Contract Documents which have not been specifically identified by the Contractor. Contractor is responsible for the installation of complete, functional improvements in accordance with the Contract Documents.

**m.** RPR and Engineer’s review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents, not extending to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) nor to safety precautions or programs incident thereto. The review of a separate item as such will not indicate the review of the assembly in which the item functions.

**n.** Where a shop drawing or sample is required by the Specifications, related work performed prior to Engineer’s review and approval of the pertinent submission shall be the sole expense and responsibility of Contractor.

**o.** Review, acceptance, or approval of substitutions, schedules, shop drawings, list of materials, and procedures submitted or requested by Contractor shall not add to the Contract amount, and additional costs which may result therefrom shall be solely the obligation of Contractor.

**p.** The County is not responsible to provide engineering or other services to protect Contractor from additional costs accruing from submittals.

**q.** Submittals processed by RPR do not become Contract Documents and are not Change Orders. The purpose of submittal review is to establish a reporting procedure and is intended to allow the Engineer to monitor Contractor’s progress and understanding of the design.

**r.** Delays caused by the need for re-submittal shall not constitute a basis for claim.

s. The County reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries regarding the procedure, purpose, or extent of any submittal shall be submitted to the Engineer.

**100-1.23** *Schedule of Values.* Not required due to duration of project.

**100-1.24 Credit for Extended Runway 14-32 Closure Period (up to 10 hours)** The purpose of this credit is to evaluate the potential cost saving measures for extension of the accelerated construction schedule by an additional 10 consecutive hours which could be attributed to labor or materials. The option for the County to award Bid Alternate 1 will be based on potential cost savings versus cancelation of additional commercial flights and impacts to operations.

**100-1.25 Asphalt Surface Course (including Tack Coat)** Asphalt Surface Course shall meet the requirements of Caltrans Standard Specifications (Current Version), Section 39. Asphalt Surface Course shall be Type A and 1/2-inch gradation. Asphalt binder must meet Performance Grade (PG) 70-10. Reclaimed Asphalt Pavement (RAP) content must not exceed 15%. Warm Mix Asphalt (WMA) shall not be used. Tack Coat shall meet the requirements of Caltrans Standard Specifications (Current Version), Section 39.

**100-1.26 Record Drawings.** The Contractor shall maintain Record Drawings of all work continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the job site at all times. It shall be required that these Drawings be up to date and be reviewed by the RPR at the time each progress bill is submitted. All deviations from the Drawings, exact locations and sizes of all utilities and electrical lines, equipment details, and all stub outs and connections for future expansion, shall be incorporated. Documentation of Record Drawings shall be included in other items of work and no separate payment will be made.

## METHOD OF MEASUREMENT

**100-2.1** Airfield Safety and Traffic Control will be measured as a lump sum item.

**100-2.2** Credit for Extended Runway 14-32 Closure Period (up to 10 hours) will be measured as a lump sum item.

**100-2.3** Asphalt Surface Course (including Tack Coat) will be measured as a lump sum item.

## BASIS OF PAYMENT

**100-3.1** Airfield Safety and Traffic Control will be paid for at the Contract lump sum price. This price shall include full compensation for all labor, materials, tools, equipment, CSPP compliance, SPCD preparation and compliance, barricades, and incidentals necessary to complete the work as specified in this Specification and requirements shown on the Plans.

**100-3.2** Credit for Extended Runway 14-32 Closure Period (up to 10 hours) will be paid for at the Contract lump sum price. This price shall include full compensation for all labor, materials,

tools, equipment, and incidentals necessary to complete the Work as detailed in this Specification and shown on the Plans.

**100-3.3** Asphalt Surface Course (including Tack Coat) will be paid for at the Contract lump sum price. This price shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the Work as detailed in this Specification and shown on the Plans.

Payment will be made under:

- |                 |  |
|-----------------|--|
| Item SP-100-3.1 | Airfield Safety and Traffic Control – per lump sum                                 |
| Item SP-100-3.2 | Credit for Extended Runway 14-32 Closure Period (up to 10 hours)<br>– per lump sum |
| Item SP-100-3.3 | Asphalt Surface Course (including Tack Coat) – per lump sum                        |

**END OF SECTION SP-100**

## **SECTION 015723**

### **TEMPORARY STORM WATER POLLUTION CONTROL**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

**A. Section Includes:**

- 1) Preventing pollution of storm water run-off from construction site by keeping pollution out of storm drains, reducing exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge run-off to creeks and the Bay without treatment.

**B. Related Sections:**

- 1) Section 015000 – Temporary Facilities and Controls
- 2) Section 017419 – Construction Waste Management and Disposal
- 3) Section 017300 – Execution

##### **1.2 QUALITY ASSURANCE**

**A.** For sites of any size or projects involving grading or ground disturbance, the provisions of this section shall apply. In addition to these standards, Contractor shall comply with the Erosion Control Ordinance for the City and/or County where the project is located and with pertinent requirements of other government agencies having jurisdiction over this work.

**B.** For sites over one (1) acre in size Contractor shall comply with the State Water Resources Control Board, Order No. 99-08-DWQ, National Pollutant Discharge Elimination System, known as the General Permit (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity). The Storm Water Pollution Prevention Plan (SWPPP) shall conform to State and Regional Water Quality Control criteria. Contractor shall provide the Storm Water Pollution Prevention Plan within ten (10) working days of the approval of the contract, to County, at no additional cost. The plan shall include a Water Pollution Control program that clearly shows Water Pollution Control measures that will be implemented in tandem with the construction progress schedule and Water Pollution Control maintenance work. Contractor shall be responsible for penalties assessed or levied on Contractor or County as a result of Contractor's failure to comply with the provisions of this section or the requirements of the General Permit and Federal, State and local regulations and all requirements that govern Contractor's operations regarding storm water and non-storm water discharges.

**C.** Contractor shall allow ten (10) working days for County to review the Storm Water Pollution Prevention Plan. If revisions are required, as determined by County, Contractor shall submit a revised plan within ten (10) days. No Clearing and Grubbing work shall be allowed until the SWPPP has been approved by County.

**D.** The Storm Water Pollution Prevention Plan shall include a Water Pollution Control Plan that graphically indicates where Water Pollution Control measures and temporary erosion control work will be used year round and during all phases of construction. Updated and revised plans shall be submitted no later than August 1 of any year and shall be updated, revised and submitted by the first day of each month thereafter until and including March 31 of the following year. From April 1 to July 31, updates, revisions and number of submittals will be determined by County. The updated plan shall indicate any new construction work and the addition of any new temporary erosion control or slope protection facilities added or upgraded to accommodate the new earthwork.

**E.** The Storm Water Pollution Prevention Plan and Water Pollution Control Program shall be updated and revised whenever there is a proposed change in construction or operations which may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system. The change will be recorded

by amending (updating) the SWPPP in accordance with the provisions of SWPPP amendment which includes revisions to the Water Pollution Control program and graphic changes to the Water Pollution Control Plan.

- F. The Storm Water Pollution Prevention Plan shall include a site map which shall be a combination of the contract drainage, stage construction, and contour grading plans shown at either full or reduced size. Geometric equations, notes, details and all data non-related to Water Pollution Control work shall be removed to improve clarity. A copy of the contract plans shall be used as a base sheet with the pertinent stage of construction drawn in as an overlay. The intent of this combination of plans is to accurately show site conditions at various phases of construction.
- G. A copy of the Storm Water Pollution Prevention Plan, together with updates, revisions and amendments shall be kept at the construction site. At the request of County, Contractor shall furnish up to five (5) copies of the SWPPP for distribution.

### **1.3 GENERAL REQUIREMENTS**

- A. Comply with Section 01505 – Construction Waste Management.
- B. The following general requirements shall be met on all projects within County.
  - 1) Non-hazardous Material/Waste Management
    - a. Designated Area: Propose designated areas of the project site, for approval by County Representative, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
    - b. Granular Material:
      - 1) Store granular material at least ten feet away from basin and curb returns.
      - 2) Do not allow granular material to enter the storm drains or creeks.
      - 3) When rain is forecast within 24 hours or during wet weather, County Representative may require Contractor to cover granular material with sandbags.
    - c. Dust Control: Use reclaimed water to control dust on a daily basis or as required by County Representative.
    - d. Cleaning Paved Storage Areas: Thoroughly clean all on-site paved areas used for storage of materials or otherwise utilized or involved during the work immediately after the materials are removed from storage. Cleaning shall be accomplished by sweeping and not with use of water.
    - e. Recycling:
      - 1) To the extent practicable, recycle aggregate base material, asphalt concrete, and Portland cement concrete as described in these Specifications.
      - 2) In addition, to the maximum extent practicable, reuse or recycle any useful construction materials generated during the project.
    - f. Disposal:
      - 1) Maintain the project site in a clean and orderly manner at all times. To the extent practicable, Contractor shall collect scrap, debris, and waste material, and dispose of such materials properly. County Representative may require Contractor to clean and dispose of such materials at any time should the situation, in his/her opinion, constitute a danger.
      - 2) Inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.
      - 3) Do not discharge water on-site from cleaning dumpsters.
      - 4) Arrange waste collection before dumpsters overflow.
  - 2) Hazardous Material/Waste Management
    - a. Storage:
      - 1) Label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with the Sonoma County Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.
      - 2) Store all hazardous materials and all hazardous wastes in accordance with

- secondary containment regulations, and it is recommended that these materials and waste be covered, as needed, to avoid potential management of collected rainwater as a hazardous waste.
- 3) Keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.
- b. Usage:
    - 1) When rain is forecast within 24 hours or during wet weather, County Representative may inform Contractor cannot apply chemicals in outside areas.
    - 2) Do not over apply pesticides or fertilizers and shall follow material manufacturers instructions regarding uses, protective equipment ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the Sonoma County Agriculture Department.
  - c. Disposal:
    - 1) Arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste.
    - 2) Dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.
- 3) Spill Prevention and Control:
    - a. Keep a stockpile of spill cleanup materials, such as rags, or absorbents, readily accessible on-site.
    - b. Immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, Contractor shall handle the waste as described in Section A.2.c above.
    - c. Do not wash any spilled material into streets, gutters, storm drains, or creek and shall not bury spilled hazardous materials.
    - d. Report any hazardous materials spill to Sonoma County Department of Environmental Health, and to County's Representative.
  - 4) Vehicle/Equipment Cleaning:
    - a. Do not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.
    - b. Perform vehicle or equipment cleaning, with water only, in a designated, beamed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.
  - 5) Vehicle/Equipment Maintenance and Fueling:
    - a. Do not perform maintenance and fueling of vehicles or equipment in a designated, beamed area a drip pan will not allow run-on of storm water or run-off spills.
    - b. Use secondary containment such as a drip pan to catch leaks or soils and time that vehicle or equipment fluids are dispensed, changed, or poured.
    - c. Keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.
    - d. Clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in Section A.2.c above.
    - e. Do not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
    - f. Report any hazardous materials spill to Sonoma County Department of Environmental Health and County's Representative.

- g. Inspect vehicle and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repair is made.
  - h. Recycle waste oil and antifreeze, to the maximum extent practicable.
  - i. Comply with Federal, State, County and City requirements for above ground storage tanks.
- 6) Contractors Training and Awareness:
- a. Train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
  - b. Inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
  - c. Post warning signs in areas treated with chemicals.
  - d. Paint new catch basins, constricted as part of the project with a “No Dumping” stencil.

#### **1.4 ACTIVITY–SPECIFIC REQUIREMENTS**

- A. The following activity-specific requirements shall be met on all projects within County that include the listed activities.
- 1) Paving Operations:
    - a. Project Site Management:
      - 1) When rain is forecast within 24 hours or during wet weather, County Representative may prevent Contractor from paving or placing concrete.
      - 2) County Representative may require Contractor to protect drainage courses by using control measure, such as filter fabric, waddles, and sand bags, to divert runoff or trap and filter sediment.
      - 3) Cover drip pans or absorbent material under paving equipment when not in use.
      - 4) Cover catch basins and manholes when paving or applying seat coat, tack coat, slurry seal, or fog seal.
      - 5) If the paving operation includes an on-site mixing plant, Contractor shall comply with Sonoma County General Industrial Activities Storm Water Permit requirements.
    - b. Paving Waste Management: Do not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, either collect the sand or return it to the stockpile, or dispose of it in a trash container. Do not use water to wash down fresh asphalt concrete pavement.
  - 2) Saw Cutting:
    - a. During saw cutting, cover or barricade catch basins using control measures, such as filter fabric, waddles, sand bags, and fine gravel dams, to keep slurry out of the catch basin.
    - b. Sanitary and Storm Drain Systems: When protecting a catch basin, ensure that the entire opening is covered.
    - c. Shovel, absorb, or vacuum saw cut slurry and pick up the waste before moving to the next location or at the end of each working day, whichever is sooner.
    - d. If saw cut slurry enters catch basins, remove the slurry from the storm drain system immediately.
  - 3) Contaminated Soil Management:
    - a. On all projects involving grading or excavation, look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by County Representative. Follow Section 007200 if contamination is found.
    - b. If the project is within an area of known soil contamination or evidence of soil

contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the following agency: Sonoma County Department of Environmental Health.

- c. If the project is found to be within an area of soil contamination not identified by County in the project specifications, a change order shall be negotiated to cover additional work performed by Contractor.
- 4) Concrete, Grout and Mortar Waste Management:
  - a. Material Management: Concrete, grout and mortar; store and keep covered away from drainage areas and ensure that these materials do not enter the storm drain system.
  - b. Concrete Truck/Equipment Wash Out:
    - 1) Do not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
    - 2) Perform wash out of concrete trucks or equipment off-site or in designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. Let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then collect the wash water and remove it off-site.
  - c. Exposed Aggregate Concrete Wash Water:
    - 1) Avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then Contractor shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.
    - 2) Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.
- 5) Painting:
  - a. Painting Cleanup:
    - 1) Designated Area:
      - (a) Conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or run-off of spills.
      - (b) Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains, or creeks.
    - 2) Water-based Paint:
      - (a) Contractor shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
      - (b) To the maximum extent practicable, Contractor shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.
      - (c) Otherwise, Contractor shall direct wash water onto dirt area and spade in.
    - 3) Oil-based Paint:
      - (a) Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.
      - (b) To the maximum extent practicable, Contractor shall filter paint thinner and solvents for reuse.
      - (c) Contractor shall dispose of waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in Section A.2.c above.
- 6) Material/Waste Management:
  - a. Store paint, solvents, chemicals, and waste materials in compliance with the Sonoma County Hazardous Materials Storage Ordinances and all applicable State and Federal regulations. Store these materials in a designated area that will not allow run-on of storm water or run-off of spills.
  - b. Dispose of excess thinners, solvents, oil and water based paint as hazardous waste.
  - c. Dispose of dry, empty paint cans, buckets, old brushes, rollers, rags, and drop

cloths in the trash.

- 7) Earthwork: Maximize the control of erosion and sediment by using the BMP's for erosion and sedimentation in the *California Storm Water Best Management Practice Handbook-Construction Activity*.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION

**SECTION 017419  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for diversion of construction and demolition debris from landfill, including salvaging, recycling, and disposing of nonhazardous demolition and construction waste.
- 1) Contractor shall minimize factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.
  - 2) Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

**1.2 REFERENCES**

- A. Sonoma County Waste Management Agency: Contact the Sonoma County Eco-Desk at 707-565-3375 or [zerowastesonoma.gov](http://zerowastesonoma.gov) for copies of the following:
- 1) Builder's Guide to Re-Use and Recycling.
  - 2) Sonoma County Recycling Guide, Latest Edition.

**1.3 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, or renovation operations. Construction waste includes packaging. Land clearing debris including soil, vegetation, and rocks are not to be included.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Divert: To use material for any purpose other than disposal in a landfill.
- D. Salvage: Recovery of demolition or construction waste for subsequent incorporation into the Work or for turnover to the County.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Diversion/Recycling Goals: The County's Green Building Policy for Public Construction Projects requires at least 75% of all demolition and construction waste be diverted from landfill.
- Demolition Waste:
- a. Asphaltic concrete paving
  - b. Concrete
  - c. Concrete reinforcing steel
  - d. Concrete masonry units
  - e. Brick and ceramic tile
  - f. Wood framing lumber including studs, joists, posts, beams and girders
  - g. Plywood, oriented strand board, and wood paneling
  - h. Metals, including galvanized and painted steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, bronze, bolts, hangers, anchors, and metal used in suspended ceilings
  - i. Sheet metal including metal studs, lightgage metal framing, flashings, counterflashings, gutters, downspouts, and other sheet metal fabrications
  - j. Wood doors, hollow metal doors and hollow metal frames
  - k. Door hardware
  - l. Aluminum windows and storefront framing
  - m. Acoustical ceiling panels and tiles
  - n. Carpet and carpet pad
  - o. Plumbing items including metal pipe, valves, sprinklers, supports and hangers
  - p. Porcelain and cast iron toilets and sinks
  - q. Mechanical items including equipment, ductwork, supports and hangers
  - r. Refrigerant from HVAC units and compressors
  - s. Electrical items including conduit, copper wiring, boxes, lighting fixtures, switchgear, and panelboards
  - t. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap

- u. Clean dry unpainted drywall, gypsum, sheetrock
- 2) New Construction Waste:
  - a. Asphaltic concrete
  - b. Portland cement concrete and cement plaster
  - c. Concrete unit masonry, mortar, and grout
  - d. Wood products, including clean dimensional wood, palette wood, plywood, OSB, and particle board
  - e. Metals, including galvanized and primed steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, and bronze. Uses include, but are not limited to miscellaneous metals, rebar, piping, conduit, hangers, supports, fasteners, etc.
  - f. Sheet metals including galvanized steel, stainless steel, aluminum, and copper. Uses include, but are not limited to ductwork, flashings, counterflashings, gutters, downspouts, hangers, supports, banding, etc.
  - g. Roofing
  - h. Packaging, including paper, cardboard, boxes, wood crates and pallets, metal banding, polystyrene packaging, and bubble wrap
  - i. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap
  - j. Clean dry unpainted drywall, gypsum, sheetrock

## 1.5 SUBMITTALS

- A. Waste Reduction Submittals:
  - 1) Records of Donations and Sales: Indicate receipt and acceptance for salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.
  - 2) Recycling Facility Records: Indicate receipt and acceptance of salvageable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
  - 3) Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices
  - 6) Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities (See example in this Section).
    - a. Include in log the type of load, load weight, name of hauling service, recycling service or landfill, and date accepted by recycling service or by landfill.
    - b. County reserves the right to audit the log at any time; retain and make available all weight tickets, copies of receipts, and invoices.
    - c. Units of Measure: Calculate quantities and convert volume measurements to weights in accordance with the Conversion Rates Table in this Section.

## 1.6 QUALITY ASSURANCE

- A. Recycling Company Qualifications: Recycling companies shall meet any of the following:
  - 1) Recycling service provider contracted by Sonoma County to provide recycling services at the County landfill disposal site.
  - 2) Any recycling service that will certify in writing that accepted waste will be diverted from landfill, not dumped illegally, or dumped at sea.
- D. Waste Management Meetings: Include Construction Waste Management on the agenda of meetings. Meetings shall include all subcontractors affected by the Diversion/Recycling Goals. At a minimum, discuss waste management goals and issues at the preconstruction meeting and at periodic jobsite meetings.
  - 1) Review requirements for documenting quantities of each type of waste and its disposition.
  - 2) Review procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 3) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 4) Review waste management requirements for each trade.

## **PART 2 PRODUCTS**

### **2.1 SALVAGE MATERIALS**

- A. General:
  - 1) Clean salvaged items. Pack or crate items after cleaning. Identify contents of containers.
  - 2) Store items in a secure area until delivery to County or until re-installation.
  - 3) Protect items from damage during transport and storage.
- B. Salvaged Items for County's Use: Transport items to County's storage area designated by County's Representative. Salvage the following items for turnover to County:
  - 1) Door hardware.
  - 2) Light fixtures.
- C. Salvaged Items for Reuse in the Work: Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated. Salvage the following items for reuse:
  - 1) Doors.
  - 2) Door hardware.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. General: Provide handling, containers, storage, and transportation as required to implement waste management goals during entire duration of the Contract.
- B. Site Access and Temporary Controls:
  - 1) Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 2) Comply with Section 015000 – Temporary Facilities and Controls for controlling dust and dirt, environmental protection, and noise.

### **3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE**

- A. Recycling Receivers and Processors: Refer to Sonoma County Recycling Guide, and "Builder's Guide to Re-Use and Recycling" for a list of recycling receivers and processors in Sonoma County. These resources are provided to the Contractor for information only and are not intended to limit the Contractor's means or methods for achieving the goal of diversion of waste material from landfill.
- B. Recycling Incentive: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste material shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  - 1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - 2) Stockpile recyclable materials on site without interfering with other materials.
  - 3) Designate a specific area or areas on site to facilitate separation of materials. Clearly mark bins for each category of waste.
  - 4) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.
  - 5) Remove recyclable waste off County's property and transport to recycling receiver or processor.
- D. Environmental Controls during Handling, Storage, and Transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.
- E. Provide temporary protections to prevent water runoff which has been contaminated by recycled materials from entering storm water drainage system

### **3.3 HAZARDOUS WASTE**

- A. Hazardous Waste: Separate, store, and dispose of hazardous waste according to State regulations.
  - 1) Hazardous waste disposal information can be obtained from the Sonoma County Eco-Desk at

- 707-565-3375, or at [www.zerowastesonoma.gov](http://www.zerowastesonoma.gov).
- 2) Keep all shipping manifests and make available to the County's Representative for auditing upon request.
  - 3) Special wastes requiring Class II landfill disposal are considered hazardous waste, including, but not limited to:
    - a. Contaminated soil.
    - b. Treated wood.
    - c. Asbestos and asbestos-containing materials.
    - d. PCBs used in transformers and light fixture ballasts.
  - 4) Deliver to a recycler the following mercury-containing products:
    - a. Fluorescent lamps.
    - b. High-pressure sodium lamps.
    - c. Mercury vapor lamps.
    - d. Mercury-containing thermostats and switches.
    - e. Metal halide lamps.
    - f. Neon lamps.

### **CONVERSION RATES TABLE**

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from previous projects to help you estimate the potential amount of materials and waste. Take into consideration the type and load of vehicles that will be used to haul the materials.

Ask your hauler or recycler to assist you in estimating these numbers.

<b>Material</b>	<b>Lbs/volume</b>	<b>Tons/cy</b>
Asphalt, crushed	45 lbs/cu. ft.	
Asphalt/paving, crushed	1,380 lbs/cy	0.7 tons/cy
Cardboard, corrugated, flattened boxes, loose	100 lbs/cy*	
Carpet & padding, loose	84.4 lbs/cy	
Cement, bulk	100 lbs/cu. ft.	
Cement, mortar	145 lbs/cu. ft.	
Concrete, scrap, loose	1,855 lbs/cy	0.9 tons/cy
Copper fittings, loose	1,048 lbs/cy	
Copper pipe, whole	211 lbs/cy	
Drywall	500 lbs/cy*	
Glass, broken	2,160 lbs/cy	
Gypsum, solid	142 lbs/cu. ft.	
Metal, scrap	1,000 lbs/cy*	
Steel, solid	487 lbs/cu. ft.	
Wood (chipped)	300 lbs/cy*	0.15 – 0.3 tons/cy
Mixed Construction and Demolition (C&D) Debris**	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	350 lbs/cy*	0.5 – 0.175 tons/cy

\* USGBC Recommended weights

\*\* Construction and Demolition (C&D) Debris includes waste and recyclables generated from construction, renovation, and demolition or deconstruction of pre-existing structures. Land clearing debris including soil, vegetation, and rocks are not to be included.

**SAMPLE CONSTRUCTION WASTE MANAGEMENT LOG**

Total waste generated by project: \_\_\_\_\_ tons/cubic yards.

Material	Total Waste by Weight (Tons)	Diverted Waste by Weight (Tons)	Salvaged Waste by Weight (Tons)	Disposed at Landfill by Weight (Tons)	Hazardous Material by Weight (Tons)	Comments
Asphalt, crushed						
Asphalt/paving, crushed						
Cardboard, corrugated, flattened boxes, loose						
Carpet & padding, loose						
Cement, bulk						
Cement, mortar						
Concrete, scrap, loose						
Copper fittings, loose						
Copper pipe, whole						
Drywall						
Glass, broken						
Gypsum, solid						
Metal, scrap						
Steel, solid						
Wood (chipped)						
Mixed Construction and Demolition (C&D) Debris**						
Mixed Waste/Trash						

TOTAL: \_\_\_\_\_ Tons \_\_\_\_\_ Tons \_\_\_\_\_ Tons \_\_\_\_\_ Tons \_\_\_\_\_ Tons

TOTAL % Diverted from Landfill: \_\_\_\_\_ %

END OF SECTION

## **Part 2 - Construction Safety and Phasing Plan (CSPP)**

# **CHARLES M. SCHULZ- SONOMA COUNTY AIRPORT**



## **CONSTRUCTION SAFETY AND PHASING PLAN**

**Runway 14-32 Storm Drain Pipe Replacement  
and Pavement Repair Project**

**AIP No. 3-06-0241-xxx**

**April 10, 2024**

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## 1. OVERVIEW

This document presents the Construction Safety and Phasing Plan (CSPP) for the Runway 14-32 Storm Drain Pipe Replacement and Pavement Repair Project (Project) at the Charles M Schulz-Sonoma County Airport (STS) being performed under a future Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 3-06-0241-xx-202x. The accelerated construction duration is up to a period of 20 consecutive hours (Base Bid) and up to 30 consecutive hours (Bid Alternate 1) followed by a 5-hour off-peak closure period 30 days later for pavement grooving. Specifically, the Project scope includes the following elements:

### 1.1 BASE BID – Runway 14-32 Storm Drain Pipe Replacement (Work Area 1)

#### 1.1.1 Scope of Work

- Remove existing 24-inch Corrugated Metal Pipe (CMP) and replace with new 24-inch HDPE Pipe
- Installation of storm drain manhole
- Runway grooving

### 1.2 BID ALTERNATE 1 – Credit for Extended Runway Closure Period

#### 1.1.2 Scope of Work

- No additional scope of work. Extension of Runway Closure Duration by up to 10 additional hours for Base Bid scope of work

### 1.3 BID ALTERNATE 2 – South Runway 14-32 Pavement Repair at Utility Crossing (Work Area 2)

#### 1.1.3 Scope of Work

- Cold mill existing asphalt pavement, variable depth
- Construct asphalt concrete overlay
- Runway grooving

## 2. PURPOSE

The CSPP provides single source procedural information for all key Project personnel to use during construction, and defines the specific responsibilities of the Airport Operator, the Contractor, Airport users/tenants, and the Project Engineer. The FAA's Safety and Phasing Plan Checklist was utilized in the preparation of this CSPP, which includes (but is not limited to) provisions for Airport safety and security, operational limitations on construction activities, identifying potential hazards and the impacts those hazards may have on airfield and construction activities, and construction phasing requirements to minimize impact on airfield operations.

Requirements for maintaining operational safety during construction are in conformance with FAA Advisory Circular 150/5370-2G, "*Operational Safety on Airports During Construction.*" The Project specific safety and phasing provisions for the Project elements are shown on Plan Sheets G-081 and G-082 as well as detailed in the Project Specifications. Copies of the Plan Sheets are included in this report as *Attachment A*.

### **3. CONSTRUCTION SAFETY AND PHASING RESPONSIBILITIES**

#### **3.1 AIRPORT OPERATOR**

The Airport Operator is responsible for operational safety on the Airport at all times. The County of Sonoma (County) is the Airport Operator. The County will issue Notice to Airmen (NOTAM) whenever construction activities occur in the AOA. County staff will provide oversight of all construction activities and coordinate those activities with the Air Traffic Control (ATC) personnel, Airport users (pilots), and Airport tenants. The County will hold construction progress and safety meetings. During those meetings, operational safety will be reviewed, and an action plan will be developed as needed to address any discrepancies in safety that need to be corrected. The County will require the Contractor to submit a Safety Plan Compliance Document (SPCD) detailing the Contractor's compliance with the CSPP. County approval of the SPCD will be required prior to issuance of the Notice to Proceed with Construction.

#### **3.2 CONSTRUCTION CONTRACTOR**

The Contractor will be determined by a competitive bidding process. The Contractor's responsibilities for safety and phasing are detailed and defined in the Contract Documents. The Contractor will be required to attend progress and safety meetings and to correct any discrepancies found in safety. The Contractor is required to submit a completed SPCD to the County for approval by the County before the Notice to Proceed for Construction can be issued. A sample SPCD is included as *Attachment B*.

#### **3.3 AIRPORT USERS AND TENANTS**

The County will notify Airport users and tenants of all pending construction activities that impact them and advise the users and tenants of planned pavement closures and other activities in the AOA that will affect aircraft/Airport operations. Users and tenants will be permitted to attend construction progress and safety meetings when appropriate.

#### **3.4 PROJECT ENGINEER**

As part of the Project construction management, observation, and quality assurance process, the Project Engineer will monitor construction safety on a daily basis, utilizing the "*Construction Project Daily Safety Inspection Checklist*" (see *Attachment D*) to ensure an appropriate level of priority is given to safety. Any discrepancies in safety will be immediately brought to the attention of the Contractor and County for corrective action implementation.

### **4. CONSTRUCTION SAFETY AND PHASING**

#### **4.1 COORDINATION**

##### **4.1.1. Design Progress Meetings**

Design conferences were held during the design development and design phases (Preliminary and Final Bid Documents). These meetings were held to help avoid possible conflicts between construction activities and the operation of the Airport. The CSPP will be formally submitted to the FAA for approval when the Project design is complete and County comments can be incorporated.

##### **4.1.2. Prebid Conference**

A prebid conference will be held to help clarify and explain construction methods, procedures, and safety measures required by the Contract. The prebid conference will be held a minimum of 10 (ten) days prior to the bid opening date.

#### **4.1.3. Preconstruction Conference**

A preconstruction conference will be held as soon as practical after the Contract has been awarded and before issuance of the Notice to Proceed. The preconstruction conference participants should include, but not be limited to, the County, Project Engineer, Airport management, testing laboratory representative, Contractor and subcontractor(s), Contractor's project superintendent, Contractor's project clerk, Airport users, utility companies, ARFF personnel, federal, state, or local agencies affected by the proposed construction, and FAA representative. The Contractor will distribute copies of the proposed construction schedule five (5) days prior to the preconstruction meeting to the Engineer for distribution. The schedule will be presented by the Contractor at the preconstruction meeting.

#### **4.1.4. Badging Requirements**

Sonoma County Airport is a commercial service airport and is required to comply with strict Part 139 security requirements. Training and badging of construction personnel is required, which will require multiple meetings at the Airport to complete this process.

#### **4.1.5. Contractor Progress Meetings.**

Contractor progress meetings will be held leading up to the closure periods and during the duration of construction. Operational safety will be a standing agenda item for discussion during progress meetings throughout the Project. The Contractor's project superintendent, project manager, and project foreman are required to attend meetings. Date, time, and location of the progress meetings will be determined at the preconstruction meeting.

#### **4.1.6. Scope or Schedule Changes**

Scope or schedule changes for the Project may necessitate revisions to the CSPP and require review and approval by the County and the FAA.

#### **4.1.7. FAA Air Traffic Organization (ATO) Coordination**

The Airport currently has the following facilities maintained by the FAA ATO:

- Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) (Runway 32),
- Instrument Landing System (ILS) (Runway 32),
- Precision Approach Path Indicator (PAPI) (Runways 2, 14, and 20),
- Runway Visual Range (RVR) (Runway 32), and
- Remote Transmitter/Receiver.

It will be necessary for the FAA ATO to take part in the coordination meetings and be kept current on the construction schedule. This Project will require shutdowns and/or restarts of FAA-maintained NAVAIDS during runway closure periods. The County will coordinate the construction schedule with the FAA ATO. The FAA ATO may take part in the coordination meetings if desired.

#### **4.1.8. Areas Open and Operational to Aircraft (traffic)**

Opening of an airport active area to aircraft requires the following (but is not limited to): final surface and temporary markings applied (will be performed by the County); barricades and safety measures removed or placed as directed by Engineer/County; surface clear of debris and foreign object debris (FOD); shoulders and safety areas prepared to standards with no drops greater than three (3) inches;

edge lights and signs operational; and a 30-minute notice as specified is provided to County in advance.

## **4.2 PHASING AND TIME LIMITATIONS**

The Project has been divided into two Elements: 1) Mobilization and 2) Construction. The Construction Element has been divided into work areas to separate the construction areas for the Project. A separate Notice to Proceed will be issued for Mobilization Element and the Construction Element. The Notice to Proceed for the Construction Element will not be issued until the Mobilization Element is complete and substantial submittal approval has been issued by Engineer of Record for any material required for critical path work, and the SPCD is approved by the County. The work efforts and affected airfield areas within the AOA are detailed below.

If the Contractor fails to meet any of these time limitations, liquidated damages will be assessed as described in the Project Specifications.

### **4.2.1 Element 1 – Mobilization**

(15 Calendar Days)

During this Element of the Project, no work will be conducted that in any way restricts Airport operations. Mobilization work will include, but not be limited to, the following:

- a. Airport security badging and training.
- b. Processing of required submittals, including the Contractor's work schedule.
- c. Preparation and submission of the SPCD.
- d. All prequalification testing, review, and approval.
- e. Mix design preparation, review, and approval.
- f. Airfield Safety Devices delivered/prepared at the site (construction flags, low profile barricades, airport radios, runway closure markers).
- g. Materials and equipment delivered to site, as applicable.
- h. Survey layout and confirmation (during off-peak hours, midnight to 5 am) or on a pullback basis).
- i. Underground utility investigation and potholing (during off-peak hours, midnight to 5 am).
- j. All miscellaneous Mobilization efforts required to commence construction.

All preliminary work required to pursue construction to completion will be finalized during the Mobilization Element to minimize delays during construction.

### **4.2.2 Element 2 – Construction**

#### **Phasing Limitations, Requirements and Notes**

- a. The Project will require an accelerated construction due to the impacts to aircraft operations for work within the runway safety area limits.
- b. The work period for Work Areas 1 and 2 is pre-scheduled with airport users to begin on Monday, June 24, 2024 at 2300 hours (11:00 pm). The work date and start time are not flexible due to the commercial operators canceling service for operations that require use on Runway 14-32.

- c. For the award of the Base Bid and Bid Alternate 2 (Work Areas 1 and 2), the Runway 14-32 closure period will continue for a consecutive 20 hours with Runway 14-32 reopening on Tuesday, June 25, 2024 at 1900 (7:00 pm).
- d. The purpose of Bid Alternate 1 is to evaluate the potential cost saving measures for extension of the accelerated construction schedule by an additional 10 consecutive hours which could be attributed to labor or materials. If Bid Alternate 1 is awarded, the Runway 14-32 closure period will continue for 30 hours with Runway 14-32 reopening on Wednesday, June 26, 2024 at 0500 hours (5:00 am). The option for the County to award Bid Alternate 1 will be based on potential cost savings versus cancelation of additional commercial flights and impacts to operations.
- e. The secondary runway (Runway 2-20) can be closed to aircraft operations beginning on Monday, June 24, 2024 at 2300 hours (11:00 pm) through Tuesday, June 25, 2024 at 0600 (6:00 am). This closure will allow unescorted transport of excavated native materials across Runway 2-20 to the on-site disposal area indicated on the Project plans.
- f. Grooving of new pavement limits will be required a minimum of 30 calendar days after final paving during off-peak airport hours between 0000 and 0500 hours (midnight to 5:00 am).
- g. When Runway 2-20 is open, flaggers at checkpoints or escorts will be required to direct construction traffic to Work Areas 1 and 2, assume minimum of 3 flaggers/escorts and checkpoints required. Sweepers are required for continuous cleaning of airfield pavements that are open to aircraft operations.
- h. Airport operations' staff will be assisting with escort of construction vehicles within the AOA with a "follow me" sign on the truck. Up to three construction vehicles can be escorted at a time. Contractor shall also provide up to three flaggers for movement of vehicles. Exact locations will be determined by Airport staff, based on construction activities.

### **Sequence of Work**

The proposed/critical path sequence of work based on the award of the Base Bid and Bid Alternate 2 is as follows:

- a. Close Runway 14-32 and Runway 2-20, disable electrical systems and place barricades, delineators, and runway closure markers.
- b. Remove and stockpile asphalt concrete and aggregate base materials (recycled base) within pipe replacement limits of Work Area 1.
- c. Excavation and removal of existing storm drain pipe in Work Area 1. Disposal of excavated materials within on-site disposal area (landfill).
- d. Reopen Runway 2-20.
- e. Cold mill asphalt limits (variable depth) of Work Area 2, stockpile grindings for re-use with Work Area 1 recycled base.
- f. Installation of new storm drain pipe and begin backfilling within runway pavement limits of Work Area 1.
- g. Asphalt concrete paving within repair limits of Work Area 2.
- h. Installation of storm drain manhole and backfill in Work Area 1.
- i. Asphalt concrete paving within excavation limits in Work Area 1.

- j. Application of pavement markings in Work Areas 1 and 2 (performed by the County).
- k. Reopen Runway 14-32.
- l. 30 calendar days later (minimum) – Groove newly paved limits of Work Areas 1 and 2.

**4.2.2.1 Construction Duration Scenarios**

Award Scenarios	Closure Duration
Base Bid	20 consecutive hours followed by 5 off-peak hours 30 calendar days later
Base Bid and Bid Alternate 1	30 consecutive hours followed by 5 off-peak hours 30 calendar days later
Base Bid and Bid Alternate 2	20 consecutive hours followed by 5 off-peak hours 30 calendar days later
Base Bid, Bid Alternate 1, and Bid Alternate 2	30 consecutive hours followed by 5 off-peak hours 30 calendar days later

**4.2.2.2 Phases and Critical Airfield Areas**

- (a) Phase 1 – Closure of Runway 14-32 and Runway 2-20 (Up to 7 hours within overall Phase 2 timeframe).
  - (1) Construction route access to Runway 14-32 work areas via Taxiways Z, A and A3.
  - (2) Construction route access to on-site disposal area via Runway 2-20 and Taxiways C and G.
- (b) Phase 2 – Closure of Runway 14-32 (Up to 20 hours for Base Bid and up to 30 Hours for Base Bid and Bid Alternate 1). Note, Phase 2 is concurrent with Phase 1 timeframe.
  - (1) Construction route access to Runway 14-32 work areas via Taxiways Z, A and A3.
- (c) Phase 3 – Closure of Runway 14-32 (Up 5 off-peak hours between 0000 and 0500 (midnight and 5:00 am).
  - (1) Construction route access to Runway 14-32 work areas via Taxiways Z, A and A3.

**4.2.2.3 Definition of Work Areas**

Work Area 1 - Runway 14-32 Storm Drain Pipe Replacement: On Runway 14-32, south of the intersection of Runway 14-32 and Runway 2-20 and north of Taxiway A3.

Work Area 2 - South Runway 14-32 Pavement Repair at Utility Crossing: On Runway 14-32, south of Taxiway A5 and north of Taxiways Z and E.

**4.2.2.4 Phase 1 Summary**

- a. Scope of Work – Work Areas 1 and 2.
- b. Area closed to aircraft operations – Entire airport closed to fixed wing aircraft operations and taxiing.

- c. Duration of closure – Up to 7 consecutive hours beginning on Monday, June 24, 2024 at 2300 hours (11:00 pm) through Tuesday, June 25, 2024 at 0600 hours (6:00 am). Phase 1 is within overall duration of Phase 2.
- d. Alternate taxi route – None.
- e. ARFF access routes – Alternate routes will be required due to open excavation across Runway 14-32 south of intersection of Runway 14-32 and Runway 2-20 (Work Area 1).
- f. Construction staging area – East of Taxiway A, north of Taxiway J in existing run-up apron.
- g. Construction access and haul route – Access through Automatic Gate AV2. Haul route across Apron A to Taxiway Z, to Taxiway A and then Taxiway A3 for Work Area 1. For Work Area 2, haul route is via Runway 14-32 from Work Area 1.
- h. Impacts to NAVAIDs – NAVAIDS will be disabled during closure of runways.
- i. Lighting and marking changes – Airfield lighting circuits will be disabled during closure of runways.
- j. Required hazard marking and lighting – Lighted runway closure markers will be placed on Runway 14-32 and Runway 2-20. Low-profile barricades delineating the area closed to aircraft operations.
- k. Lead times for required notification – Per dates/time scheduled/stated herein.

#### **4.2.2.5 Phase 2 Summary**

- a. Scope of Work – Work Areas 1 and 2.
- b. Area closed to aircraft operations – Runway 14-32.
- c. Duration of closure – Up to 20 consecutive hours beginning on Monday, June 24, 2024 at 2300 hours (11:00 pm) through Tuesday, June 25, 2024 at 1900 hours (7:00 pm). Phase 1 is within overall duration of Phase 2. Closure will be extended to 30 consecutive hours if Bid Alternate 1 is awarded. In this case, closure will start on Monday, June 24, 2024 at 2300 hours (11:00 pm) and end on Wednesday, June 26, 2024 at 0500 hours (5:00 am).
- d. Alternate taxi route – Various taxi routes to and from Runway 2-20.
- e. ARFF access routes – Alternate routes will be required due to open excavation across Runway 14-32 south of intersection of Runway 14-32 and Runway 2-20 (Work Area 1).
- f. Construction staging area – East of Taxiway A, north of Taxiway J in existing run-up apron.
- g. Construction access and haul route – Access through Automatic Gate AV2. Haul route across Apron A to Taxiway Z, to Taxiway A and then Taxiway A3 for Work Area 1. For Work Area 2, haul route is via Runway 14-32 from Work Area 1.
- h. Impacts to NAVAIDs – NAVAIDS associated with Runway 14-32 will be disabled during closure.
- i. Lighting and marking changes – Airfield lighting circuits associated with Runway 14-32 will be disabled during closure.
- j. Required hazard marking and lighting – Lighted runway closure markers will be placed on Runway 14-32. Low-profile barricades delineating the area closed to aircraft operations.
- k. Lead times for required notification – Per dates/time scheduled/stated herein.

#### **4.2.2.6 Phase 3 Summary**

- a. Scope of Work – Work Areas 1 and 2 (Pavement Grooving)
- b. Area closed to aircraft operations – Runway 14-32.
- c. Duration of closure – Up to 5 off-peak hours between 0000 and 0500 hours (midnight to 5:00 am).
- d. Alternate taxi route – Various taxi routes to and from Runway 2-20.
- e. ARFF access routes – Not impacted by construction.
- f. Construction staging area – East of Taxiway A, north of Taxiway J in existing run-up apron.
- g. Construction access and haul route – Access through Automatic Gate AV2. Haul route across Apron A to Taxiway Z, to Taxiway A and then Taxiway A3 for Work Area 1. For Work Area 2, haul route is via Runway 14-32 from Work Area 1.
- h. Impacts to NAVAIDs – NAVAIDS associated with Runway 14-32 will be disabled during closure.
- i. Lighting and marking changes – Airfield lighting circuits associated with Runway 14-32 will be disabled during closure.
- j. Required hazard marking and lighting – Lighted runway closure markers will be placed on Runway 14-32. Low-profile barricades delineating the area closed to aircraft operations.
- k. Lead times for required notification – Ten (10) working days.

#### **4.2.3 Construction Safety and Phasing Plan Sheets**

Drawings specifically indicating operational safety procedures and methods in affected areas have been developed for each construction phase and work area. These Drawings are included in the Bid Package (Plan Sheets G-081 and G-082).

### **4.3 AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION**

#### **4.3.1 Runways**

- a. Runway 14-32 – Runway 14-32 will be closed during Phases 1, 2 and 3. Advance notice of the Airport closure periods will be communicated by the Airport to Airport users. With the exception of Phase 1, many Airport users can use secondary Runway 2-20 while Runway 14-32 is closed.
- b. Runway 2-20 – Runway 2-20 will be closed during Phase 1 which is during off-peak hours. Concurrent closure of Runway 14-32 will occur during this time.

#### **4.3.2 Taxiways and Aprons**

Taxiways J, Z, A, C, and G and Aprons A will be indirectly impacted due to contractor access routes as discussed above and shown on the drawings. Taxiway A3 will be closed for Phases 1, 2 and 3.

### **4.4 NAVAID PROTECTION**

The Airport currently has the following facilities maintained by the FAA ATO:

- a. Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) (Runway 32)
  - (1) MALSR may be disabled when Runway 14-32 is closed.
- b. Instrument Landing System (ILS) (Runway 32)

- (2) ILS will be disabled when Runway 14-32 is closed.
- c. Precision Approach Path Indicator (PAPI) (Runways 2, 14, and 20)
  - (3) PAPIs may be disabled when Runway 14-32 and Runway 2-20 are closed.
- d. Runway Visual Range (RVR) (Runway 32).
  - (4) RVR may be disabled when Runway 14-32 is closed.
- e. Remote Transmitter/Receiver.

## **4.5 CONTRACTOR ACCESS**

### **4.5.1 Location of Stockpiled Construction Materials and Equipment**

Location of stockpiled materials and equipment storage will be in the Contractor Staging Area identified on the CSPP plan sheets, on the south side of Work Area 1 within the runway limits (plastic or tarp required under stockpile to protect runway grooves from debris, and temporary while runway is closed) or as approved by the County. Stockpiling materials and equipment outside the staging areas, in locations not specifically identified on the Plans, and within the AOA will require prior approval from the County and will be subjected to additional limitations depending on the height(s). Stockpiled material will meet the requirements of Section 4.6, "Wildlife Management" to prevent the stockpile location(s) from becoming wildlife attractants.

### **4.5.2 Vehicle and Pedestrian Operations**

#### **4.5.2.1 Construction Site Parking**

Employees' vehicles shall be parked in the Contractor Employee Parking area designated on the plans, outside the AOA. No employee vehicles will be allowed within the AOA. In areas where the staging area is adjacent to the perimeter security fence, all vehicles will be positioned a minimum of 10 feet away from either side of the fence.

#### **4.5.2.2 Construction Equipment Parking**

All service and construction vehicles and/or equipment will be parked in the staging area when not in use and will be positioned a minimum of 10 feet away from either side of a perimeter security fence. See Section 4.17, "Protection of Runway and Taxiway Critical Areas" for further parking restrictions within safety areas and object free areas. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment will not be allowed to park on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway at night, the County must approve the request and the equipment will be lighted in accordance with Section 4.18, "Other Limitations on Construction."

#### **4.5.2.3 Access and Haul Roads**

The Contractor will only be allowed to use the Project security gates and haul routes shown on the plan sheets. Phase specific haul routes are shown on the Project Layout Plan. Right-of-way will be given to all ARFF vehicles and aircraft sharing the haul routes with the Contractor.

#### **4.5.2.4 Marking and Lighting of Vehicles**

Only marked Contractor-owned/operated vehicles required for the proper execution of the work will be allowed in the work area. Motor vehicles will be equipped with an omni-directional amber flashing light, head lights, taillights, and flashers that will be used between sunset and sunrise or when visibility is low. Vehicles within the airfield environment will display company identification markings on both

sides of the vehicle. Non-motorized equipment will have reflective devices displayed on the front, back, and sides. Vehicles and equipment will have an FAA orange and white checkered flag, 3 feet by 3 feet minimum, attached to a pole mounted on the rear bumper, and visible from 300 feet at all angles during daytime hours. All supervisory and survey personnel operating with a County-escort within the airfield environment but outside the work area, will have a company vehicle with an amber flashing light mounted on the roof of the cab and identifying markings visible from 300 feet mounted on both sides of the vehicle.

#### **4.5.2.5 Training Requirement for Vehicle Drivers**

The Contractor will designate construction personnel (minimum of 5) to receive training on movement around the Airport during the construction Project. The designated trained personnel will be responsible for escorting non-trained construction personnel who will be working within the airfield environment. The designated construction personnel will attend an airfield orientation/driver training class conducted by the County as part of the requirements to obtain authorization to operate on the airfield. The Contractor shall contact the Airport Operations Manager, a minimum of 48 hours in advance to schedule training class for the select construction personnel. No training classes will be available on Saturdays or Sundays. Training classes will be limited to fifteen (15) people, maximum, per class. The approximate duration of the training class is one hour (Airfield Orientation/Driver). The trained staff will also be badged.

#### **4.5.2.6 Situational Awareness**

Yield the right-of-way to moving aircraft (whether under tow or their own power) and pedestrians. While driving or working within the airfield environment, personnel will not wear any devices in or on their ears, other than those used to protect hearing or communicate company business. Yield right-of-way to emergency vehicles displaying rotating beacons (other than amber) and/or using sirens, and other audible emergency signals. In the event of an emergency, be prepared to move workers, vehicles, and equipment immediately at the direction of the County.

Texting while driving anywhere on airport property is strictly prohibited.

#### **4.5.2.7 Two-Way Radio Communication Procedures**

All radio communications with the Air Traffic Control Tower (ATCT) or Common Traffic Advisory Frequency (CTAF) will be performed by Airport Operations / County personnel and/or a trained Contractor-provided construction safety coordinator. All activities within aircraft movement areas will require two-way radio communication. The Contractor's on-site foremen/lead/superintendents will carry (or have immediately available) a VHF aviation radio. Additionally, if a sweeper is being used in the movement area and a flagger is not coordinating his/her movements, the sweeper operator will also carry a radio. Frequencies that will be used by County personnel are:

- Sonoma County Ground – 121.9 (0700-2100)
- Sonoma County Tower – 118.5 (0700-2100)
- CTAF – 118.5

#### **4.5.2.8 Airport Security**

In areas of work activities, the Contractor shall maintain security against unauthorized access to the airfield area through the security gate(s). Gates are to be locked or manned at all times. The gate will be closed and locked when not in use. Where the Contractor's lock is used for access through County gates, the lock shall be marked to identify the ownership of the Contractor. Place the lock in series with existing locks. Failure to adhere to these requirements will result in the Contractor's lock being removed by the County.

## **4.6 WILDLIFE MANAGEMENT**

Procedures to maintain existing wildlife mitigation devices, limit wildlife attractants, and notify County of wildlife encounters.

### **4.6.1 Trash**

Receptacles will be provided by the Contractor and equipped with metal, canvas, or plastic covers. Food scraps or other trash may not be disposed on the ground and must be collected and placed in the covered receptacles so not to attract wildlife.

### **4.6.2 Standing Water**

Staging areas, stockpile areas, and the work area shall be graded to drain to avoid attracting wildlife.

### **4.6.3 Tall Grass and Seeds**

The use of low-quality seed mixtures that contain seeds of plants (such as clover) that attract wildlife shall not be used. Grass and weeds will be managed or cut, if necessary, within work areas to avoid attracting wildlife habitation.

### **4.6.4 Fencing and Gates**

Fences and/or gates that are unmaintained and/or left open and unattended permit unwanted wildlife to enter inside the Airport perimeter fence. Refer to 4.5.2.8, "*Airport Security*" for requirements of maintaining the secured area of the Airport. Contractor personnel will immediately notify the County if any unwanted wildlife is observed inside the Airport perimeter fence.

### **4.6.5 Disruption of Existing Wildlife Habitat**

Not applicable for this Project.

## **4.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT AND DUST CONTROL**

The Contractor will be required to ensure the airfield environment is kept continuously free of construction debris, equipment and/or materials that might endanger or be ingested by an aircraft. Contractor shall take extreme care to ensure that no work-related debris or other loose items are allowed to be blown by wind or aircraft engine blast. The Contractor will be responsible for any resulting damage to aircraft engines and/or other property arising from failure to secure and/or protect debris, tools, supplies, or other loose items. Following the requirements described herein will help eliminate the potential for FOD. In areas that may result in the tracking of soil, sediments, or hazardous materials on the wheels of hauling equipment outside the area that are enclosed by erosion and silt/sediment control devices, the Contractor shall provide the means and methods to remove these materials prior to the vehicle exiting the controlled area. If water wash stations are used, the Contractor shall provide systems for the collection, treatment, and disposal of wheel wash water and accumulated sediment. Equipment operated on haul routes over existing pavements will be kept free of material spillage and foreign matter at all times. Haul routes that are shared with aircraft operations will be cleaned continuously with regenerative air vacuum sweepers, or other County approved methods.

Dust control will be in conformance with "Dust Control" of the State Standard Specifications and these Special Provisions. The Contractor shall provide the ways and means to prevent dust, grit and other waste products from becoming a nuisance in and around the working areas. The Contractor shall take action as necessary, with the approval of the County, to reduce or eliminate such nuisance. The Contractor will control dust during the entire Contract period, including holidays and weekends.

Application of water for controlling dust caused by construction operations or the passage of traffic through the work area(s) will be applied as directed by the County at the Contractor's expense.

## **4.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT**

### **4.8.1 Shipments of Hazardous Materials**

If shipments of hazardous material (including hazardous debris, contaminated soil or water, and hazardous waste) will be unloaded onto or loaded from County property, the Contractor shall have a qualified person available onsite when shipments are received or prepared to ship, who is current with U.S. Department of Transportation (DOT) approved training for the transportation of hazardous materials. Contractor shall properly characterize and manifest waste material leaving the County property for disposal. When the waste reaches its final destination, the owner or operator of the designated and permitted treatment, storage, and disposal (TSD) facility will sign the manifest and return a copy to the County within 35 days to confirm receipt.

### **4.8.2 Spills**

#### **4.8.2.1 Minor Spill**

Minor spills can be controlled by the first responder at the discovery of the spill. Use absorbent materials on small spills rather than hosing down or burying the spill. First responder should contain the spread of the spill, recover spilled materials, clean the contaminated area, and properly dispose of contaminated materials. For minor spills, consult the products Material Safety Data Sheets (MSDS) for recommended actions for spills or container leaks. Additionally, MSDSs will provide emergency phone numbers and occupational health hazard information.

#### **4.8.2.2 Semi-significant Spills**

Semi-significant spills can be controlled by the first responder along with the aid of other personnel such as laborers, the foreman, etc. Notify the County of semi-significant spills. Spills should be cleaned up immediately. Contain the spread of the spill and notify the Project foreman immediately. If the spill occurs on paved or impermeable surfaces, clean up by using dry methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely. If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil. If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

#### **4.8.2.3 Significant / Hazardous Spills**

Significant/Hazardous spills that cannot be controlled by personnel in the immediate vicinity must be reported to the local emergency response by dialing 911. In addition to 911, the Contractor shall notify the County, proper County officials, and the state Emergency Services Warning Center. The services of a Spills Contractor or a HAZMAT team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staff arrives at the jobsite. Other agencies that may need to be consulted include, but are not limited to, the Fire Department, the Public Works Department, the Highway Patrol, the County/County Police Department, and the Department of Toxic Substance.

### **4.8.3 Delivery and Storage of Hazardous Goods**

- a. Contractor shall ensure that hazardous goods and material delivered to or from the construction site meet applicable DOT labeling and placarding requirements. Upon request from the County, supply MSDS for all hazardous material being delivered to the site.
- b. The storage and shipment of hazardous waste will also comply with the requirements of this section.
- c. It is emphasized, however, that although spills resulting from incidents or accidents should be responded to, securing the well-being of people will be the first priority.
- d. Good housekeeping practices should be utilized during equipment fueling and maintenance operations. Inspect fueling equipment for leaks prior to dispensing. Fueling operations will be continuously attended to while dispensing fuel. Fueling and maintenance operations will not be performed within 50 feet of a storm drain, inlet, ditch, surface water, wetland, etc. to allow adequate time for containment in the event of a spill.

**4.9 NOTIFICATION OF CONSTRUCTION ACTIVITIES**

**4.9.1. Responsible Representatives / Points of Contact:**

<b>Airports/County Staff Member</b>	<b>Title</b>	<b>Phone/Office</b>	<b>Cell</b>
Jon Stout	Airport Manager	(707) 565-7247	
Samonae Carter	Assistant Airport Manager	(707) 565-7245	

Additional points of contact will be provided at the Preconstruction Meeting.

**4.9.2. Notices to Airmen (NOTAM)**

Only the County may initiate or cancel a NOTAM on Airport conditions and is the only entity that can close or open a runway. Points of contact for issuing NOTAMS are as follows:

Main Contact: Samonae Carter

**4.9.3. Emergency Contact Information**

- a. Emergency – Dial 911
- b. Department of Airports Emergency Line – (707) 484-0236
- c. ATCT Radio Emergency – (707) 546-4294
- d. Sheriff Department – (707) 565-2121
- e. Fire Department – 911
- f. Hospital – 911
- g. California Poison Center – 1-(800)-222-1222

**4.9.4. Coordination with Aircraft Rescue and Firefighting (ARFF) Personnel**

The Project is expected to obstruct emergency routes just south of the intersection of Runway 2-20 and Runway 14-32 due to an open trench the width of the runway. The Project is not anticipated to include the use of hazardous materials. ARFF personnel will be briefed by the County as to the construction schedule and determine alternate emergency access routes. If additional notification of ARFF personnel is required, the Contractor will contact the County.

#### **4.9.5. Notification of the FAA**

##### **4.9.5.1 Part 77**

The Project will not affect navigable airspace while runway(s) are open, therefore, the County will not be required to submit a FAA Form 7460-1, "Notice of Proposed Construction or Alteration" for a specific element. The County will, however, submit Form 7460-1 for the proposed critical construction equipment within the project work areas when the runways are open. Any equipment (cranes, graders, other equipment) used by the Contractor that exceeds the height limitation in Section 4.18, "Other Limitations on Construction" must also have a Form 7460-1 airspace evaluation and determination prior to use.

##### **4.9.5.2 Airport owned/FAA maintained NAVAIDS**

If construction operations require a shutdown of more than 24 hours or more than 4 hours on consecutive days of a NAVAID owned by the Airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

##### **4.9.5.3 FAA owned NAVAIDS**

The County must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Airport Operator. The County must coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office including any necessary reimbursable agreements and flight checks. In the event of an unanticipated utility outage or cable cuts that impact FAA NAVAIDS, contact the Airport Manager immediately. Shutdowns of FAA owned NAVAIDS are anticipated for this project.

#### **4.10 INSPECTION REQUIREMENTS**

##### **4.10.1 Daily Inspections**

Inspections should be conducted by the Contractor at least daily, but more frequently, if necessary, to ensure conformance with the CSPP. Special attention will be given to areas shared by construction traffic and air traffic. These areas will be maintained in accordance with Section 4.7, "Foreign Object Debris Management." The County will have the final authority in determining if the area is suitable for aircraft use.

##### **4.10.2 Final Inspections**

A final inspection will be conducted by the County prior to the commissioning of any construction-impacted areas open to air traffic. The County will have the final authority in determining if the area is suitable for aircraft use. *Attachment D* contains a Daily Safety Inspection Checklist that may be used by the Contractor or County.

#### **4.11 UNDERGROUND UTILITIES AND NOTIFICATION RESPONSIBILITIES.**

Contractor must notify the Underground Service Alert (California Northern by calling either 8-1-1 or 1-800-227-2600 ([www.usanorth.org](http://www.usanorth.org)), and any other owners of underground utilities within the construction area or within affected public rights-of-way or easements in advance of the commencement of excavation activities. Also, notify the County when the call is being initiated so the County can provide information to Airport utilities as well.

Contractor shall not cross electrical or communication cables unless protected by approved means. In the event of interruption to field-located utility services as a result of the work, promptly notify the County first, and

then the proper authority. Cooperate with said authority in restoring service as promptly as possible. If required, the Contractor shall install suitable temporary service until permanent repair is completed.

#### **4.12 PENALTIES**

The Contractor is responsible for maintaining security during construction as detailed herein. The Airport is subject to fines up to \$20,000 for security violations. The Contractor shall be responsible for any fines caused by his failure to observe the security requirements contained herein or required by the SPCD. Violations will be cause for the Project to be stopped and Project safety procedures evaluated. Contractor working days will continue to be charged, even if the County ceases construction operations. The County will decide if and when work will continue. Enforcement of these regulations will be by the County, Police, and/or Airport Operations Staff.

#### **4.13 SPECIAL CONDITIONS, SAFETY ADHERENCE**

During construction on the Airport Contractor must be aware of the following conditions and required actions.

- a. An aircraft in distress may require the Contractor to immediately move equipment away from an aircraft movement area. The County will notify the Contractor in the unlikely event of an aircraft in distress. The Contractor shall be required to comply with all County and/or ATC instructions.
- b. Various circumstances, such as an aircraft accident, security breach, or other unforeseen events may require suspension of the construction. The County will notify the Contractor when suspension of the work will be required. See Section 4.9, "Notification of Construction Activities" for emergency contact information.
- c. A VPD (vehicle / pedestrian deviation) is any entry or movement on the movement area by a vehicle or pedestrian that has not been authorized by ATC. In the event of a VPD, the County reserves the right to suspend the work or any portion thereof and continue suspension until the completion of any investigation or evaluation by the County and full compliance with any corrective measures that the County may reasonably require. In addition, the County may require the Contractor to provide to the County a written plan, satisfactory to the County, to demonstrate the Contractor's ability to prevent future violations. See Section 4.5, "Contractor Access" for vehicle and pedestrian operations and two-way radio communication requirements.
- d. During CAL FIRE, U.S. Forest Service or any other emergency air operations, the Contractor may be instructed to cease work or vacate specific areas of the Airport. Any delays caused by ordered cessation of work will be grounds for time extensions as approved by the Engineer. No additional payment will be allowed for emergency cessation of work.

#### **4.14 RUNWAY AND TAXIWAY VISUAL AIDS**

##### **4.14.1 Lighting & Marking**

- a. **Temporarily Closed Taxiways**
  - Taxiway edge lights in the sections of taxiways which are closed will be required to be covered by the Contractor.
  - No temporary pavement markings will be utilized.
- b. **Temporarily Closed Runways**
  - Runway closure markers will be provided and placed by the Contractor for periods when runway(s) are closed.

**4.14.2 Airfield Signs**

**a. Temporarily Closed Taxiways**

- Taxiway guidance signs for the sections of taxiways which are closed will be covered by the Contractor.

**b. Temporarily Closed Runways**

- Airfield signs associated with closed runways will be disabled and covered by the Contractor.

**4.15 MARKING AND SIGNS FOR ACCESS ROUTES**

The Contractor shall place traffic control signs and/or devices along public streets and adjacent to the Airport entrance gates as appropriate, to advise the Airport users of construction operations and hauling. Signs and/or devices will conform to the California Manual on Uniform Traffic Control Devices (MUTCD), Current Edition.

**4.16 HAZARD MARKING AND LIGHTING**

- Before starting work, provide and have available all signs, barricades, and lights necessary for protection of the work (County to provide some barricades and runway closure crosses as noted below). Install and maintain adequate warning signs and lighted barricades to protect property and personnel in the work area. Barricades will be weighted or anchored to prevent overturning from wind or aircraft engine blast.
- Barricades are not permitted in any active safety area. Barricades located within a runway or taxiway object free area and/or on aprons must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights. The County will provide low-level barricades (up to 50), marked with diagonal, alternating orange and white stripes, to separate all construction/maintenance areas from the movement areas listed above. Any additional barricades needed will be provided by the Contractor. For the barricades, the Contractor shall provide red omni-directional flashers (2 per barricade). Low-level barricades will be spaced a maximum of 4 feet apart unless directed otherwise by the County.
- Runway closure markers shall be placed on lighted runways whenever the runway is closed. The County will provide two sets of trailer-mounted closure crosses. The Contractor will be responsible for placing, removing, and maintaining the trailer mounted closure crosses for the duration of the Project.
- The Contractor shall have a person on call 24 hours a day for emergency maintenance of Airport hazard lighting and barricades. The Contractor must file the contact person's information with the County. Lighting will be checked for proper operation at least once per day, preferably at dusk.
- Open trenches, excavations, or obstructions not being actively worked will be marked with lighted and weighted barricades that can be seen from a reasonable distance.
- Fencing will be used to delineate restricted areas as shown on the Drawings. Stakes will be wooden lath with a minimum 1 foot buried in the ground and 3 feet exposed above ground. The top one foot above ground will be painted fluorescent orange.

**4.17 SUMMARY OF MATERIAL / EQUIPMENT AND RESPONSIBILITY.**

Material/Equipment	County Responsibility	Contractor Responsibility
--------------------	-----------------------	---------------------------

Runway Closure Markers	Provide two sets.	Contractor responsible for lubricating, fueling, and maintaining for duration of closure.
Low profile barricades	Provide 50 barricades	Additional barricades and all lights (2 per barricade) as needed based on phasing
Construction Delineators	None	Provide, place, and maintain

**4.18 PROTECTION OF RUNWAY AND TAXIWAY CRITICAL AREAS**

**4.18.1 Runway Safety Area (RSA)**

No construction may occur within the existing RSA while the runway is open for aircraft operations. Open trenches or excavations are not permitted within the RSA while the runway is open. If possible, backfill trenches before the runway is opened. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft (180,000-pound dual wheel loading) operating on the runway across the trench without damage to the aircraft. Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the County, and light them with red lights during hours of restricted visibility or darkness. Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft. The ground surface within the RSA will not have edges exceeding 3 inches or slopes greater than 5 percent unless the runway is closed. The dimensions for the Runway 14-32 RSA (Category D-III) and Runway 2-20 RSA (Category C-III) is 250 feet each side of centerline and 1,000 feet beyond each runway end. The RSAs are depicted on the work area Plans contained in *Attachment A*.

**4.18.2 Runway Object Free Area (ROFA)**

Construction, including excavations, may be permitted within the ROFA; however, equipment must be removed from the ROFA when not in use and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the ROFA requires submittal of a 7460-1 form and County approval. The dimensions for the Runway 14-32 ROFA (Category D-III) and Runway 2-20 ROFA (Category C-III) is 400 feet each side of centerline. The dimension beyond the threshold is 1,000 feet for Runways 14 & 2; 880' for Runway 32; and 600' for Runway 20.

**4.18.3 Taxiway Safety Area (TSA)**

No construction may occur in the TSA while the taxiway is open to aircraft operations, unless otherwise specified. Open trenches or excavations are not permitted within the TSA while the taxiway is open. If possible, trenches should be backfilled before the taxiway is opened. If the taxiway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operations of the heaviest aircraft (180,000-pound dual wheel loading) operating on the taxiway across the trench without damage to the aircraft. Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the County, and light them with red lights during hours of restricted visibility or darkness. The ground surface within the TSA will not have edges exceeding 3 inches or slopes greater than 5 percent unless the taxiway is closed. Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and be capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft. The TSA (applicable for all taxiways) is

59 feet each side of centerline. The TSAs are depicted on the work area Plans contained in *Attachment A*.

#### **4.18.4 Taxiway Object Free Area (TOFA)**

No construction will be allowed within the TOFA while the taxiway is open to aircraft operations. The TOFA will be 85.5 feet on each side of the taxiway centerline. The TOFAs are depicted on the work area Plans contained in *Attachment A*.

#### **4.18.5 Taxilane Object Free Area (TLOFA)**

No taxilanes will be impacted by this project.

#### **4.18.6 Obstacle Free Zone (OFZ)**

The Runway OFZ begins 200' beyond the runway thresholds and is 400' wide. The length of the inner approach OFZ for Runway 32 is 2,500' long. No construction will occur within the OFZ of any active runway.

#### **4.18.7 Runway Approach/Departure Surfaces**

When a runway is open, all personnel, material, and/or equipment must remain clear of the threshold siting surfaces (approach and departure surfaces).

##### **4.18.7.1 Runway 14-32 Approach Surface.**

Runway 14 is a non-precision runway. Using Table 3-3 and Figure 3-6 from Advisory Circular 150/5300-13B for Surface 4, the resulting approach surface for Runway 14 begins 200 feet from the runway threshold and consists of a trapezoid with the following dimensions:

- Width at inner departure – 400 feet
- Width at outer departure – 3,400 feet
- Length of departure – 10,000 feet
- Approach slope – 20:1

Runway 32 is a precision runway. Using Table 3-4 and Figure 3-7 from Advisory Circular 150/5300-13B for Surfaces 5 and 6, the resulting approach surfaces for Runway 32 consist of trapezoids with the following dimensions:

- Surface 5
  - Begins 200 feet from Runway 32 Threshold
  - Width at inner departure – 400 feet
  - Width at outer departure – 3,400 feet
  - Length of departure – 10,000 feet
  - Approach slope – 34:1
- Surface 6
  - Begins from Runway 7 Threshold
  - Width at inner departure – 350 feet (Runway width + 200 feet)
  - Width at outer departure – 1,520 feet
  - Length of departure – 10,200 feet
  - Approach slope – 30:1

##### **4.18.7.2 Runway 2-20 Approach Surface.**

Runway 2 is a non-precision runway. Using Table 3-3 and Figure 3-6 from Advisory Circular 150/5300-13B for Surface 4, the resulting approach surface for Runway 2 begins 200 feet from the runway threshold and consists of a trapezoid with the following dimensions:

- Width at inner departure – 400 feet
- Width at outer departure – 3,400 feet
- Length of departure – 10,000 feet
- Approach slope – 20:1

Runway 20 is a visual runway. Using Table 3-2 and Figure 3-5 from Advisory Circular 150/5300-13B for Surface 3, the resulting approach surface begins at the runway threshold and consists of a trapezoid with the following dimensions:

- Width at inner first departure – 400 feet
- Width at outer first departure – 1,000 feet
- Length of first departure – 1,500 feet
- Width of second departure – 1,000 feet
- Length of second departure – 8,500 feet
- Approach slope – 20:1

#### **4.18.7.3 Runways 14-32 and 2-20 Departure Surface**

Using Table 3-5 and Figure 3-9 from Advisory Circular 150/5300-13B, the resulting departure surfaces for the runways begin at the runway thresholds and consists of a trapezoid with the following dimensions:

- Width at inner departure (runway threshold) – 1,000 feet
- Width at outer departure – 7,512 feet
- Length of departure – 12,152 feet
- Departure slope – 40:1

#### **4.18.7.4 Affected Approach Surface**

The approach surfaces for Runway 14-32 and Runway 2-20 will be unaffected by construction and when the runways are open.

#### **4.18.7.5 Affected Departure Surface**

The departure surfaces for Runway 14-32 and Runway 2-20 will be unaffected by construction and when the runways are open.

### **4.19 OTHER LIMITATIONS ON CONSTRUCTION**

#### **4.18.1 Prohibitions**

- a. Open flame welding or torches are prohibited unless fire safety precautions are provided, and the County has approved their use.
- b. Electrical blasting caps are prohibited on or within 1,000 feet of the Airport property.
- c. The use of flare pots is prohibited within the AOA.
- d. No smoking will be allowed within the airfield environment except as designated by the County.
- e. Texting while driving.

#### 4.18.2 Restrictions, Equipment

- a. Construction equipment that extends 15 feet or more above ground level will be cleared through the County prior to moving onto site. Equipment that may be lowered readily will be lowered at night, during reduced daytime visibility, and during other periods of storage to comply with the 15-foot height limitation.
- b. If directed by the County, construction equipment that cannot be lowered below the 15-foot height limitation will be lighted at night and during periods of reduced daytime visibility. The light will be mounted on the highest point of equipment; will be omni-directional; and will consist of, at a minimum, one 100-watt bulb enclosed within an aviation red lens. Also, for daytime operations, mount an FAA-approved 3-foot square orange and white checkered flag at the highest point.
- c. During daylight hours with severe visibility problems or heavy fog, cranes will not operate. The County will determine when visibility problems exist and will coordinate and designate requirements for position and location of flag and light.

#### 4.20 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD), INFORMATION

The SPCD will detail how the Contractor will comply with the CSPP. This will include all Project-specific Construction Safety Plan details not included in the CSPP, including construction equipment heights, any applicable hazard management requirements, and contact information for the Contractor's safety management staff responsible for monitoring the CSPP and SPCD during construction. The SPCD will be an attachment to, and enhancement of, the Project CSPP. See *Attachment B* for example of SPCD.

The SPCD must include a statement that the Contractor understands the operational safety requirements of the CSPP and an assertion that the Contractor will not deviate from the approved CSPP and SPCD without written approval from the County. Any construction operation, activity, or practice proposed by the Contractor that does not conform to the CSPP and SPCD will require a revision to those documents. The revised CSPP and SPCD must be submitted to County for review and approval prior to performing any activities that are not in compliance with a previously approved CSPP.

Copies of the approved CSPP and SPCD must be available on-site at all times. The Contractor shall ensure all construction personnel are familiar with safety procedures and regulations applicable to construction on the Airport. At least one of the Contractor's safety management staff must be on-site whenever active construction is ongoing to act as point of contact and immediate response coordinator to correct any construction-related activity that may adversely affect operational safety of the Airport.

#### End of CSPP

Prepared and submitted by:  
MEAD & HUNT, Inc.



Alex Radovanovich, PE  
Project Manager

#### ATTACHMENTS:

*Attachment A – Plan Sheets*

*Attachment B – SPCD Example*

*Attachment C – Definition of Terms and Acronyms*

*Attachment D – Inspection Checklist*

# ATTACHMENTS



# **Attachment A - Plan Sheets**

***REFER TO PROJECT PLAN SET***



# **Attachment B - Safety Plan Compliance Document (SPCD)**



**CONTRACTOR'S  
SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)  
(AC 150/5370-2G)**

**Project Information**

Airport and Sponsor:  (STS) CHARLES M SCHULZ-SONOMA COUNTY AIRPORT, CALIFORNIA

Project ID:  FAA AIP NO. 3-06-0241-XXX-

Description of Project:  Runway 14-32 Storm Drain Pipe Replacement and Pavement Repair Project

Type of Work: \_\_\_\_\_

FAA Project Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Airport Operator Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Contractor's Information**

Prime Contractor: \_\_\_\_\_

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

Contractor Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Contractor's Responsibility**

In accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2F, *Operational Safety During Airport Construction*, a SPCD for a project must be submitted to the FAA and to the Airport Operator for review and approval prior to the issuance of a Notice-to-Proceed for Construction. The SPCD will be prepared in a detailed written and graphical format that identifies the timing and methodology for the Contractor's compliance with the project's Construction Safety and Phasing Plan (CSPP).

**1.2.1 The Contractor will comply with all provisions contained herein and provide the following project-specific complementary and supplemental information to the FAA-approved Construction Safety and Phasing Plan:**

1. Contractor will have copies of the CSPP and SPCD available at all times for reference by the Airport Operator and its representatives, and by Contractor's and subcontractor's employees.

Location(s) of CSPP and SPCD: \_\_\_\_\_

2. Provide contact information for the person responsible for initiating and coordinating an immediate response to correct any construction-related activity that may adversely affect the operational safety of the Airport. Project will require 24-hour coverage.

Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Provide list of Contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD whenever active construction is ongoing.

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Contractor will conduct inspections at least once daily, and more frequently if necessary to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards. A Construction Project Daily Safety Inspection Checklist is attached.
5. Describe details of Contractor's plan to restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP. Include the appropriate plan sheets to identify timing and/or location of control measures: [**Contractor to insert detailed description.**]
6. Describe details of Contractor's plan to ensure that no employees of Contractor, subcontractors, suppliers, or other persons enter any part of the Air Operations Area (AOA) unless authorized. [**Contractor to insert detailed description.**]
7. Provide a description and schedule of anticipated operation for all Contractor equipment over 15 feet in height (e.g., cranes, concrete pumps, other similarly tall equipment) and heights of stockpiles and haul routes when different from what is shown on previously filed CSPP. [**Contractor to insert detailed equipment list/stockpile heights as applicable.**]

(As necessary, the Contractor must coordinate with the Airport Operator for the purpose of filing a supplemental submittal of FAA Form 7460-1 to the FAA for determination of whether or not an aeronautical study must be conducted prior to allowing tall equipment operations to begin.)

8. Provide a description of Contractor's plan to ensure that construction personnel are familiar with the safety procedures and regulations on the Airport, the CSPP, and the SPCD. [**Contractor to insert detailed description.**]

**SPCD Amendment**

The SPCD will be amended when there is a construction practice proposed by the Contractor that does not conform to the CSPP and SPCD and may impact the Airport's operational safety. This will require a revision to the CSPP and SPCD and re-coordination with the Airport Operator and the FAA in advance.

**Statement of Certification**

I certify that we understand the operational safety requirements of the CSPP and assert that we will not deviate from the approved CSPP and SPCD unless written approval is granted by the Airport Operator and FAA.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

# Attachment C - Definitions of Terms & Acronyms



**APPENDIX C. TERMS AND ACRONYMS****Table B-1. Terms and Acronyms**

<b>Term</b>	<b>Definition</b>
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a> .) The form may be downloaded at <a href="http://www.faa.gov/airports/resources/forms/">http://www.faa.gov/airports/resources/forms/</a> , or filed electronically at: <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a> .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at <a href="http://www.faa.gov/airports/resources/forms/">http://www.faa.gov/airports/resources/forms/</a> .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

<b>Term</b>	<b>Definition</b>
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <a href="#">AC 150/5300-13</a> for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <a href="#">AC 150/5300-13</a> for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <a href="#">AC 150/5300-13</a> .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <a href="#">AC 150/5300-13</a> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <a href="#">AC 150/5300-13</a> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

# Attachment D – Daily Safety Inspection Checklist



## APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

**Table D-1. Potentially Hazardous Conditions**

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

**Division 5 - FAA Standard Specifications for  
Construction of Airports  
(Advisory Circular 150-5370-10H)**

**Part 1 - FAA General Contract Provisions**

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

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

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

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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-19</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
<b>10-20</b>	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
<b>10-21</b>	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
<b>10-22</b>	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
<b>10-23</b>	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
<b>10-24</b>	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
<b>10-25</b>	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
<b>10-26</b>	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
<b>10-27</b>	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-28</b>	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
<b>10-29</b>	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
<b>10-30</b>	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
<b>10-31</b>	<b>Intention of Terms</b>	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
<b>10-32</b>	<b>Lighting</b>	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.
<b>10-33</b>	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
<b>10-34</b>	<b>Materials</b>	Any substance specified for use in the construction of the contract work.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-35</b>	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
<b>10-36</b>	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
<b>10-37</b>	<b>Owner</b>	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the <b>COUNTY OF SONOMA</b> .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
<b>10-39</b>	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
<b>10-40</b>	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
<b>10-41</b>	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
<b>10-42</b>	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
<b>10-43</b>	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
<b>10-44</b>	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-45</b>	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
<b>10-46</b>	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
<b>10-47</b>	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-48</b>	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
<b>10-49</b>	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
<b>10-50</b>	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
<b>10-51</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
<b>10-52</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
<b>10-53</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
<b>10-54</b>	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-55</b>	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
<b>10-56</b>	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
<b>10-57</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-58</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-59</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
<b>10-60</b>	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
<b>10-61</b>	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
<b>10-62</b>	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
<b>10-63</b>	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-64</b>	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
<b>10-65</b>	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
<b>10-66</b>	<b>Owner Defined terms</b>	<p><b>(1) Liquidated Damages</b></p> <p>The amount prescribed in the Specifications, pursuant to the authority of the Government Code Section 53069.85, to be paid to the Owner or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Specifications.</p> <p><b>(2) Lump Sum</b></p> <p>A term used to describe a Contract item, which means the total payment or price of the item, including all labor, materials, equipment, incidentals, profit and overhead, and for which a schedule of values is to be provided upon request.</p>

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** The "INVITATION TO BID" (also referred to as "Advertisement") included in the front of this Specifications 'Book' has been published at such places and at such times as required by local law or ordinances and is made a part of the "Contract Documents."

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed proposals;
- description of the proposed work;
- instructions about obtaining proposal forms, plans, and specifications;
- Contractor's requirements (license, registration, etc);
- required Federal Provisions solicitation language;
- the proposal guaranty required; and
- the Owner's right to reject any and all bids.

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

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

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

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

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The Meeting will be held at the time, date, and place as stated on the Bid Advertisement.

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

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

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

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

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

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

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

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

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

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

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

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

**20-11 Delivery of proposal.** ALL BIDS AND PROPOSALS SHALL ONLY BE SUBMITTED AND RECEIVED ELECTRONICALLY THROUGH THE COUNTY PORTAL. REFER TO THE INVITATION TO BID ('ADVERTISEMENT').

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner ELECTRONICALLY ONLY BEFORE DUE DATE AND TIME specified for opening bids on the Advertisement. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

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

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

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later **April 19, 2024 at 4:00 p.m. (PST)**.

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

**END OF SECTION 20**

## Section 30 Award and Execution of Contract

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

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

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

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

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

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

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

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

**END OF SECTION 30**

## Section 40 Scope of Work

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

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

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

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

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

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

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

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

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

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## END OF SECTION 40

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## Section 50 Control of Work

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

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

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

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

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

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

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

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

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within

standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

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

**50-04 List of Special Provisions.**

**Order of Precedence**

- 1) Governing Laws
- 2) Permits issued by jurisdictional regulatory agencies
- 3) Change Orders
- 4) Addenda;
- 5) Contract;
- 6) Notice to Proceed;
- 7) Notice of Award;
- 8) Project Specific Requirements for Airport Construction, Division 4
  - Part 1, Special Provisions for Airport Construction
  - Part 2, Construction Safety and Phasing Plan
- 9) Technical Specifications, Division 5 Parts 3-13 as applicable;
- 10) FAA General Contract Provisions (AC 150-5370-10H), Division 5, Part 1;
- 11) Federal Contract provisions for FAA AIP Projects, Division 3;
- 12) County's General Conditions, Division 2;
- 13) Drawings/Plans;
- 14) Contractor's Bid Proposal and Attachments;
- 15) Invitation to Bid (Notice Inviting Bids);
- 16) Instructions to Bidders;
- 17) County's Construction Standard Details; and
- 18) Any documents prepared by and on behalf of a third party that were not prepared specifically for this Project, including the Greenbook Standard Specifications, the Caltrans Standard Specifications, and the Caltrans Special Provisions.

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

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

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

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

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

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

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

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

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **PDF, Signed hard copy, and AutoCAD Civil 3D Version 2022 or older.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**END OF SECTION 50**

## Section 60 Control of Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**60-05 Engineer/ Resident Project Representative (RPR) field office.** Not Used.

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

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

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The

Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

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

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

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

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

**END OF SECTION 60**

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## Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

- **Owner: County of Sonoma**
- **Location: See Project Plans**
- **Contact: Samonae (Sam) Carter (Phone 707-565-7245)**

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

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

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

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

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

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

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

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G-081 of the project plans. The CSPP is included in the Project Specifications as Division 4 Part 2.

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

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

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

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

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

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

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

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

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

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

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

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

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

**70-15 Contractor’s responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any

public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

- **Owner: County of Sonoma**
- **Location: See Project Plans**
- **Contact: Samonae (Sam) Carter (Phone 707-565-7245)**

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

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

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

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

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

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

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

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

**70-15.1 FAA facilities and cable runs.** FAA cable runs are within the limits of Work Area 2, as noted and shown on the plans.

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

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

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

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

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

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

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

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

**70-21 Insurance Requirements.** See County General Conditions Document 007200.

## END OF SECTION 70

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## Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.

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

**The Contractor shall provide copies of all subcontracts to the RPR during the Mobilization Element. As a minimum, the information shall include the following:**

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

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

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

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

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

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall

show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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

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

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

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

Refer to the Construction Safety and Phasing Plan included in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**80-07.1 Contract time based on working days.** Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

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

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

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

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

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

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

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

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

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

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

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

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract. *See Division 4, Part 1, Special Provisions for Airport Construction for LD amount(s).*

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

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

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

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

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

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

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

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

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

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

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

## END OF SECTION 80

### Section 90 Measurement and Payment

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

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

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

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

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

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

#### Measurement and Payment Terms

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

<b>Term</b>	<b>Description</b>
	capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon or ton . When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton or hundredweight.
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials</p>

Term	Description
	<p>received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

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

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

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

indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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

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

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

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

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

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

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

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**90-10 Construction warranty.**

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

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

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

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

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

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

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

**a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

**b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

**c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

**d.** Complete all punch list items identified during the Final Inspection.

**e.** Provide complete release of all claims for labor and material arising out of the Contract.

**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

**g.** When applicable per state requirements, return copies of sales tax completion forms.

**h.** Manufacturer's certifications for all items incorporated in the work.

**i.** All required record drawings, as-built drawings or as-constructed drawings.

**j.** Project Operation and Maintenance (O&M) Manual(s).

**k.** Security for Construction Warranty.

**l.** Equipment commissioning documentation submitted, if required.

## **END OF SECTION 90**

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## **Part 2 - FAA General Construction Items**

## **Item C-105 Mobilization**

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

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

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

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

### **METHOD OF MEASUREMENT**

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

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

### **BASIS OF PAYMENT**

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

Item C-105 Mobilization (Limited to 10% of Total Project Cost)

### **REFERENCES**

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

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

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

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

### **END OF ITEM C-105**

# **PARTS 3-13 - FAA Technical Specifications**

## Item P-101 Preparation/Removal of Existing Pavements

### DESCRIPTION

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

### EQUIPMENT AND MATERIALS

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

### CONSTRUCTION

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

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

**a. Concrete pavement removal.** Not Used

**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. All material shall be removed and disposed off Airport property. If the material is to be used as a recycled base, it shall meet the following gradation:

Sieve Size	Percent Passing
2 inch	100
¾ inch	30-90
No 200	0-10

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

**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Not Used

**101-3.3 Removal of Foreign Substances/contaminates prior to overlay.** Not Used

**101-3.4 Concrete spall or failed asphaltic concrete pavement repair.** Not Used

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

**101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.** Not Used

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

**101-3.8 Preparation of Joints in Rigid Pavement prior to resealing.** Not Used

**101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Not Used

**101-3.9.4 Removal of Pipe and other Buried Structures.**

**a. Removal of Existing Pipe Material.** Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment.

**METHOD OF MEASUREMENT**

**101-4.1 Cold milling.** The unit of measure for cold milling shall be up to 4 inches of milling per square yard. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

**101-4.2 Removal of Pipe and other Buried Structures.** The unit of measurement for removal of pipe will be made at the contract unit price for each completed and accepted item. This price shall be full compensation for removal and disposal or stockpile at locations shown on the plans of the existing asphalt pavement, existing aggregate base, native material to the depth of the pipe bedding, and removal and disposal of storm drain pipe, and for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4.

**BASIS OF PAYMENT**

**101-5.1 Payment.** Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete these items.

Item P-101-5.1	Cold Milling, Variable Depth – per square yard
Item P-101-5.2	Removal of Storm Drain Pipe – per linear foot

**REFERENCES**

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

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.
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ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
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**END OF ITEM P-101**

## Item P-152 Excavation, Subgrade, and Embankment

### DESCRIPTION

**152-1.1** This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

**152-1.2 Classification.** All material excavated shall be classified as defined below:

**a. Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

**152-1.3 Unsuitable excavation.** Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

### CONSTRUCTION METHODS

**152-2.1 General.** Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

**a. Blasting.** Blasting shall not be allowed.

**152-2.2 Excavation.** No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

**a. Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

**b. Undercutting.** Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the plans. This excavated material shall not be paid separately. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will not be paid separately.

**c. Over-break.** Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

**d. Removal of utilities.** The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

**152-2.3 Borrow excavation.** Borrow areas are not required.

**152-2.4 Drainage excavation.** Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

**152-2.5 Preparation of cut areas or areas where existing pavement has been removed.** In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not

less than the relative compaction indicated on the plans. Maximum density shall be determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

**152-2.6 Preparation of embankment area.** All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

**152-2.7 Control Strip.** The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**152-2.8 Formation of embankments.** The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within  $\pm 2\%$  of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 50 LF of trench along the pipe direction of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to the densities indicated on the plans. Maximum densities shall be as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 12 inches and to the density indicated on the plans. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

**152-2.9 Proof rolling. Not Used.**

**152-2.10 Compaction requirements.** The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to the density specified on the plans. The maximum density shall be as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within  $\pm 2\%$  of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the  $\frac{3}{4}$  inch sieve, follow the methods in ASTM D1557. Tests for moisture content and compaction will be taken at a minimum every 50 LF of trench along the pipe direction. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

**152-2.11 Finishing and protection of subgrade.** Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

**152-2.12 Haul.** All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

**152-2.13 Surface Tolerances.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence

of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. **Smoothness.** The finished surface shall not vary more than +/- 1/2 inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.
- b. **Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

**152-2.14 Topsoil.** When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

**METHOD OF MEASUREMENT**

**152-3.1** No separate measurement shall be performed for Unclassified Excavation.

**BASIS OF PAYMENT**

**152-4.1** No separate payment shall be performed for Unclassified Excavation. Payment shall be included in respective item for which work is being performed.

**REFERENCES**

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
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ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
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ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
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ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft <sup>3</sup> (2700 kN-m/m <sup>3</sup> ))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
Advisory Circulars (AC)	
AC 150/5370-2	Operational Safety on Airports During Construction Software
Software	
FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design	
U.S. Department of Transportation	
FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

**END OF ITEM P-152**

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**Item P-153 Controlled Low-Strength Material (CLSM)**

**DESCRIPTION**

**153-1.1** This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

**MATERIALS**

**153-2.1 Materials.**

**a. Cement.** Cement: ASTM C150, Types I, II, or V; ASTM C595, Types IS, IP, IL, or IT.

**b. Fly ash.** Fly ash shall conform to ASTM C618, Class C or F.

**c. Fine aggregate (sand).** Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch	100
No. 200	0 - 12

**d. Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

**MIX DESIGN**

**153-3.1 Proportions.** The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

**a. Compressive strength.** CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

**b. Consistency.** Design CLSM to achieve a consistency that will produce an approximate 8-inch diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

**CONSTRUCTION METHODS**

**153-4.1 Placement.**

**a. Placement.** CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by

the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

**b. Contractor Quality Control.** The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

**c. Limitations of placement.** CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F and rising. Mixing and placement shall stop when the air temperature is 40°F and falling or when the anticipated air or ground temperature will be 35°F or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F.

**153-4.2 Curing and protection**

**a. Curing.** The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F, the material may be rejected by the RPR if damage to the material is observed.

**b. Protection.** The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

**153-4.3 Quality Assurance (QA) Acceptance.** CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

**METHOD OF MEASUREMENT**

**153-5.1 Measurement.** No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

**BASIS OF PAYMENT**

**153-6.1 Payment.** No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

**REFERENCES**

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

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements

ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

**END OF ITEM P-153**

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**Item P-154 Subbase Course**

**DESCRIPTION**

**154-1.1** This item shall consist of a subbase course composed of granular materials constructed on a prepared subgrade or underlying course in accordance with these specifications, and in conformity with the dimensions and typical cross-section shown on the plans.

**MATERIALS**

**154-2.1 Materials.** The subbase material shall consist of hard durable particles or fragments of granular aggregates recycled asphalt pavement (RAP), and/or recycled concrete pavement (RCO). The material may be obtained from gravel pits, stockpiles, or may be produced from a crushing and screening plant with proper blending. The materials from these sources shall meet the requirements for gradation, quality, and consistency. The material shall be free from vegetative matter, excessive amounts of clay, and other objectionable substances; uniformly blended; and be capable of being compacted into a dense, stable subbase.

The subbase material shall exhibit a California Bearing Ratio (CBR) value of at least 20 when tested in accordance with ASTM D1883. The subbase material shall meet the gradation specified in the table below.

Sieve designation	Percentage by weight passing sieves		Contractor's Final Gradation	Job Control Grading Band Tolerances <sup>1</sup> (Percent)
	Subbase Aggregate	Recycled pavement (RAP or RCO)		
3 inch	100			0
1 1/2 inch	100	100		0
3/4 inch	70-100	70-100		±10
No. 10	20-100	20-100		±10
No. 40	5-60	5-60		±5
No. 200	0-15	0-15		±5

<sup>1</sup>The "Job Control Grading Band Tolerances" shall be applied to "Contractor's Final Gradation" to establish the job control grading band.

The portion of the material passing the No. 40 sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than six (6) when tested in accordance with ASTM D4318.

**154-2.2 Sampling and testing.**

**a. Aggregate base materials.** Samples shall be taken by the Contractor per ASTM D75 for initial aggregate subbase requirements and gradation. Material shall meet the requirements in paragraphs 154-

2.1. The Contractor shall submit to the Resident Project Representative (RPR) certified test results showing that the aggregate meets the Material requirements of this section. Tests shall be representative of the material to be used for the project.

**b. Gradation requirements.** The Contractor shall take at least **one** aggregate subbase sample per day in the presence of the RPR to check the final gradation. Samples shall be taken from the in-place, un-compacted material at sampling locations determined by the RPR on a random basis per ASTM D3665. Sampling shall be per ASTM D75 and tested per ASTM C136 and ASTM C117. Results shall be furnished to the RPR by the Contractor each day during construction. Material shall meet the requirements in paragraph 154-2.1.

**154-2.3 Separation Geotextile.** Not used.

**154-2.4 Geogrid.** Not used.

## CONSTRUCTION METHODS

**154-3.1 General.** The subbase course shall be placed where designated on the plans or as directed by the RPR. The material shall be shaped and thoroughly compacted within the tolerances specified.

Granular subbases which, due to grain sizes or shapes, are not sufficiently stable to support the construction equipment without movement, shall be mechanically modified to the depth necessary to provide stability as directed by the RPR. The mechanical modification shall include the addition of a fine-grained medium to bind the particles of the subbase material sufficiently to furnish a bearing strength, so the course will not deform under construction equipment traffic.

**154-3.2 Preparing underlying course.** Prior to constructing the subbase course, clean the underlying course or subgrade of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances in accordance with Item P-152. Correct ruts, soft yielding spots in the underlying courses, and subgrade areas having inadequate compaction and/or deviations of the surface from the specified requirements, by loosening and removing soft or unsatisfactory material, adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D2487, the surface shall be stabilized prior to placement of the overlying course by mixing the overlying course material into the underlying course and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements for the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the overlying course is placed. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

To protect the subgrade and to ensure proper drainage, spreading of the subbase shall begin along the centerline of the pavement on a crowned section or on the high side of pavements with a one-way slope.

**154-3.3 Control Strip.** The first half-day of subbase construction shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods

for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**154-3.4 Placement.** The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted. The material shall not be placed when the underlying course is soft or yielding.

The material shall meet gradation and moisture requirements prior to compaction. Material may be free-draining, and the minimum moisture content shall be established for placement and compaction of the material.

The material shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

**154-3.5 Compaction.** The subbase material shall be compacted, adjusting moisture as necessary, to be within  $\pm 2\%$  of optimum moisture. The field density of the compacted material shall be as indicated on the plans. If the specified density is not attained, the area of the lift represented by the test shall be reworked and/or re-compact and additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**154-3.6 Weather limitation.** Material shall not be placed unless the ambient air temperature is at least 40°F and rising. Work on subbase course shall not be conducted when the subgrade is wet or frozen or the subbase material contains frozen material.

**154-3.7 Maintenance.** No base or surface course shall be placed on the subbase until the subbase has been accepted by the RPR. The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, the Contractor shall verify that materials still meet all specification requirements before placement of additional material. Equipment may be routed over completed sections of subbase course, provided the equipment does not damage the subbase course and the equipment is routed over the full width of the completed subbase course. Any damage to the subbase course from routing equipment over the subbase course shall be repaired by the Contractor at their expense.

**154-3.8 Surface tolerance.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compact to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

**a. Smoothness.** The finished surface shall not vary more than  $\pm 1/2$  inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

**b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

**154-3.9 Acceptance sampling and testing.** The aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each 50 LF of trench along the direction of the pipe. Sampling locations will be determined on a random basis per ASTM D3665.

**a. Density.** The Contractor’s laboratory shall perform all density tests in the RPR’s presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is as indicated on the plans. Maximum density of laboratory specimens shall be determine per ASTM D1557. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the ¾ inch sieve, use methods in ASTM D1557 and the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles.

**b. Thickness.** Not used.

**METHOD OF MEASUREMENT**

**154-4.1** Subbase course shall be considered incidental and no separate measurement shall be made.

**BASIS OF PAYMENT**

**154-5.1** Payment shall be considered incidental to the item for which the work is being performed and no separate payment shall be made.

**REFERENCES**

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

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft <sup>3</sup> (2,700 kN-m/m <sup>3</sup> ))
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D4759	Practice for Determining the Specification Conformance of Geosynthetics
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
American Association of State Highway and Transportation Officials (AASHTO)	
M 288	Geotextile Specification for Highway Applications

**END OF ITEM P-154**

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## Item P-621 Saw-Cut Grooves

### DESCRIPTION

**621-1.1** This item consists of constructing saw-cut grooves to minimize hydroplaning during wet weather, providing a skid resistant surface in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR).

### CONSTRUCTION METHODS

**621-2.1 Procedures.** The Contractor shall submit to the RPR the grooving sequence and method of placing guide lines to control grooving operation. Transverse grooves saw-cut in the pavement must form a 1/4 inch (+1/16 inch, -0 inch) wide by 1/4 inch ( $\pm 1/16$  inch) deep by 1-1/2 inch (-1/8 inch, +0 inch) center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely (perpendicular to centerline) in the runway and high-speed taxiway pavement to not less than 10 feet from the runway pavement edge to allow adequate space for equipment operation.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances. The Contractor shall routinely spot check for compliance each time the equipment aligns for a grooving pass.

**a. Alignment tolerance.** The grooves shall not vary more than  $\pm 1/2$  inch in alignment for 75 feet along the runway length, allowing for realignment every 500 feet along the runway length.

**b. Groove tolerance.**

**(1) Depth.** The standard depth is 1/4 inch. At least 90% of the grooves must be at least 3/16 inch, at least 60% of the grooves must be at least 1/4 inch, and not more than 10% of the grooves may exceed 5/16 inch.

**(2) Width.** The standard width is 1/4 inch. At least 90% of the grooves must be at least 3/16 inch, at least 60% of the grooves must be at least 1/4 inch, and not more than 10% of the grooves may exceed 5/16 inch.

**(3) Center-to-center spacing.** The standard spacing is 1-1/2 inch. Minimum spacing 1-3/8 inch. Maximum spacing 1-1/2 inch.

Saw-cut grooves must not be closer than 3 inches or more than 9 inches from transverse joints in concrete pavements. Grooves must not be closer than 6 inches and no more than 18 inches from in-pavement light fixtures. Grooves may be continued through longitudinal construction joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation, grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to prevent damage from the grooving operation, grooves must not be closer than 3 inches or more than 5 inches from the longitudinal joints. Where lighting cables are installed, grooving through longitudinal or diagonal saw kerfs shall not be allowed.

**621-2.2 Environmental requirements.** Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area. Discharge and disposal of waste slurry shall be the Contractor's responsibility.

**621-2.3 Control strip.** Not used.

**621-2.4 Existing pavements.** Bumps, depressed areas, bad or faulted joints, and badly cracked and/or spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.

**621-2.5 New pavements.** New asphalt and Portland cement concrete pavements shall be allowed to cure for a minimum of 30 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. If it can be demonstrated that the grooves are stable, and can be installed with no spalling, tearing or raveling of the groove edge, grooving may occur sooner than 30 days with approval of the RPR. All grade corrections must be completed prior to grooving. Spalling along or tearing or raveling of the groove edges shall not be allowed.

**621-2.6 Grooving machine.** Provide a grooving machine that is power driven, self-propelled, specifically designed and manufactured for pavement grooving, and has a self-contained and integrated continuous slurry vacuum system as the primary method for removing waste slurry. The grooving machine shall be equipped with diamond-saw cutting blades, and capable of making at least 18 inches in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. Match the blade type and configuration with the hardness of the existing airfield pavement. The wheels on the grooving machine shall be of a design that will not scar or spall the pavement. Provide the machine with devices to control depth of groove and alignment.

**621-2.7 Water supply.** Water for the grooving operation shall be provided by the Contractor.

**621-2.8 Clean-up.** During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the RPR. Cleanup of waste material must be continuous during the grooving operation. Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders or damage to vegetation. Waste material must be disposed of in an approved manner. Waste material must not be allowed to enter the airport storm sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

**621-2.9 Repair of damaged pavement.** Grooving must be stopped and damaged pavement repaired at the Contractor's expense when directed by the RPR.

## ACCEPTANCE

**621-3.1 Acceptance testing.** Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the RPR.

Instruments for measuring groove width and depth must have a range of at least 0.5 inch and a resolution of at least 0.005 inch. Gauge blocks or gauges machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches and a resolution of at least 0.02 inch.

The RPR will measure grooves in five zones across the pavement width. Measurements will be made at least three times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

- Zone 1 Centerline to 5 feet left or right of the centerline.
- Zone 2 5 feet to 25 feet left of the centerline.
- Zone 3 5 feet 25 feet right of the centerline.
- Zone 4 25 feet to edge of grooving left of the centerline.
- Zone 5 25 feet to edge of grooving right of the centerline.

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head  $\pm 4$  inches. Measurements will be made along a line perpendicular to the grooves.

- Width or depth measurements less than 0.170 inch shall be considered less than 3/16 inch.
- Width or depth measurements more than 0.330 inch shall be considered more than 5/16 inch.
- Width or depth measurements more than 0.235 inch shall be considered more than 1/4 inch.

Production must be adjusted when more than one groove on a cutting head fails to meet the standard depth, width, or spacing in more than one zone.

#### METHOD OF MEASUREMENT

**621-4.1** The quantity of grooving to be paid for shall be a lump sum for grooving performed in accordance with the specifications and accepted by the RPR per paragraph 621-3.1.

#### BASIS OF PAYMENT

**621-5.1 Payment for saw-cut grooving.** Payment for saw-cut grooving will be made at the contract lump sum price for saw-cut grooving. This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

- Item P-621-5.1 Runway Grooving – per lump sum

#### REFERENCES

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

Advisory Circulars (AC)

- AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

#### END OF ITEM P-621

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## Item D-701 Pipe for Storm Drains and Culverts

### DESCRIPTION

**701-1.1** This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

### MATERIALS

**701-2.1** Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

**701-2.2 Pipe.** The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 12- to 60-in. Diameter
ASTM F667	Standard Specification for 3 through 24 in Corrugated Polyethylene Pipe and Fittings

**701-2.3 Concrete.** Not used.

**701-2.4 Rubber gaskets.** Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the "RE" closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

**701-2.5 Joint mortar.** Not used.

**701-2.6 Joint fillers.** Not used.

**701-2.7 Plastic gaskets.** Not used.

**701-2.8. Controlled low-strength material (CLSM).** Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

**701-2.9 Precast box culverts.** Not used.

**701-2.10 Precast concrete pipe.** Not used.

### CONSTRUCTION METHODS

**701-3.1 Excavation.** The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration

(OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch or 1/2 inch for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

**701-3.2 Bedding.** The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

**a. Rigid pipe.** Not used.

**b. Flexible pipe.** For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

**Flexible Pipe Bedding**

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

**c. Other pipe materials.** For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches. For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 sieve. For all other areas, no more than 50% of the material shall pass the No. 200 sieve. The bedding shall have a thickness of at least 6 inches below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe’s vertical outside diameter.

**701-3.3 Laying pipe.** The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer’s reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

**701-3.4 Joining pipe.** Joints shall be made with rubber gaskets.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

**a. Concrete pipe.** Not used.

**b. Metal pipe.** Not used.

**c. PVC, Polyethylene, or Polypropylene pipe.** Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

**d. Fiberglass pipe.** Not used.

**701-3.5 Embedment and Overfill.** Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

#### **701-3.5-1 Embedment Material Requirements**

**a. Concrete Pipe.** Not used

**b. Plastic and fiberglass Pipe.** Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

**c. Metal Pipe.** Not used.

#### **701-3.5-2 Placement of Embedment Material**

The embedment material shall be compacted in layers not exceeding 6 inches on each side of the pipe and shall be brought up one foot above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches and shall be brought up evenly on each side of the pipe to one foot above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

#### **701-3.6 Overfill**

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D1557. The soil shall contain no debris, organic matter, frozen

material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

### **701-3.7 Inspection Requirements**

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Flexible pipes shall be inspected for rips, tears, joint separations, soil migration, cracks, localized buckling, settlement, alignment, and deflection.

## **METHOD OF MEASUREMENT**

**701-4.1** The length of pipe shall be measured in linear feet of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

## **BASIS OF PAYMENT**

**701-5.0** These prices shall fully compensate the Contractor for furnishing all materials, including backfill material, recycled base, and asphalt surface course, and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item, as detailed on the plans and described herein. Asphalt surface course shall the requirements identified in Item SP-100, Section 100-1.25.

**701-5.1** Payment will be made at the contract unit price per linear foot for storm drain pipe.

Payment will be made under:

Item 701-5.1                      24-inch HDPE Storm Drain Pipe – per linear foot.

## **REFERENCES**

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167                      Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches

AASHTO M190                      Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches

AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter
ASTM International (ASTM)	
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe

ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415

Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and  
Loading Walkways

**END ITEM D-701**

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## Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

### DESCRIPTION

**751-1.1** This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

### MATERIALS

**751-2.1 Brick.** Not used.

**751-2.2 Mortar.** Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

**751-2.3 Concrete.** Not used.

**751-2.4 Precast concrete pipe manhole rings.** Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches nor more than 48 inches. There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

**751-2.5 Corrugated metal.** Not used.

**751-2.6 Frames, covers, and grates.** The castings shall conform to one of the following requirements:

- a. ASTM A48, Class 35B: Gray iron castings
- b. ASTM A47: Malleable iron castings
- c. ASTM A27: Steel castings
- d. ASTM A283, Grade D: Structural steel for grates and frames
- e. ASTM A536, Grade 65-45-12: Ductile iron castings
- f. ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

**751-2.7 Steps.** The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

**751-2.8 Precast inlet structures.** Manufactured in accordance with and conforming to ASTM C913.

### CONSTRUCTION METHODS

**751-3.1 Unclassified excavation.**

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

**751-3.2 Brick structures** Not used.

**751-3.3 Concrete structures.** Not used.

**751-3.4 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

**751-3.5 Corrugated metal structures.** Not used.

**751-3.6 Inlet and outlet pipes.** Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

**751-3.7 Placement and treatment of castings, frames, and fittings.** All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall

be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

**751-3.8 Installation of steps.** The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches.

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

#### **751-3.9 Backfilling.**

**a.** After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

**b.** Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

**c.** Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

**751-3.10 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

### **METHOD OF MEASUREMENT**

**751-4.1** Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

## **BASIS OF PAYMENT**

**751-5.1** The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751-5.1            48-inch Manhole - per each

## **REFERENCES**

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

### ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C913	Standard Specification for Precast Concrete Water and Wastewater Structures.

### American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36	Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
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## **END OF ITEM D-751**

# **Appendices**

## **Appendix 1 – Contractor’s Submittal Checklist**

# Memorandum

To: Project Manager  
 Contractor (TBD)  
 Street Address  
 City, State Zip  
 Phone: (XXX) XXX-XXXX

Date: April, 2024

Project: Charles M Schulz-Sonoma County Airport  
 Runway 14-32 Storm Drain Pipe Replacement and Pavement Repair  
 AIP No. 3-06-0241-XX  
 Project No. APC029

Subject: Contractor's Materials and Equipment Submittal Checklist

Version: V 0

Submittal No.	Description	Rev.	Date Received	Date Returned	Action*	Remarks
1	<b>Safety Plan Compliance Document (SPCD)</b> Technical Specifications, Item SP-100 Section 100-1.2	1.0				Provide signed SPCD.
2	<b>Construction Baseline Schedule</b> Technical Specifications, Item SP-100 Section 100-1.4	2.0				Submit within five (5) working days prior to the preconstruction meeting.
3	<b>Record Drawings</b> Technical Specifications, Item SP-100 Section 100-1.26	3.0				Provide prior to project closeout.
4	<b>Asphalt Surface Course (including Tack Coat)</b> Technical Specifications, Item SP-100 Section 100-1.25	4.0				Submit asphalt type, binder, gradation, and tack coat
5	<b>P-153 Controlled Low-Strength Material (CLSM)</b> Technical Specifications, Item P-153 Section 153-2.1	5.0				Submit Job Mix Formula for CLSM, if used in accordance with backfill zones shown on plans.
6	<b>P-154 Subbase Course</b> Technical Specifications, Item P-154 Section 154-2.2	6.0				Submit certified test results and gradations, if used in accordance with backfill zones shown on plans.
7	<b>P-621 Saw-Cut Grooves</b> Technical Specifications, Item P-621 Section 621-2.1	7.0				Submit to the grooving sequence and method of placing guide lines to control grooving operation.
8	<b>D-701 Pipe for Storm Drains and Culverts</b> Technical Specifications, Item D-701 Section 701-2.2, 2.4, 3.2	8.0				Submit pipe, including gaskets; and bedding material. Submit any additional backfill material proposed per the plans in accordance with backfill zones.
9	<b>D-751 Manholes and Catch Basins</b> Technical Specifications, Item D-751 Section 751-2.1 through 2.8	9.0				Submit pre-cast manhole structure; frame, cover, and grate; and mortar.

Submittal No.	Description	Rev.	Date Received	Date Returned	Action*	Remarks
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**\*NET= No Exceptions Taken; IEN=Implement Exceptions Noted; R/R = Revise and Resubmit;  
INC/R=Incomplete, Resubmit / Rejected**

Review is only for general conformance with the design concept of the Project, Specifications and Drawings. Corrections or comments made on the shop drawings during this review does not relieve the contractor from compliance with the requirements of the plans and specifications and applicable codes.

"No exception taken" for a specific item shall not mean acceptance or approval of an assembly of which the item is a component. Contractor is responsible for means, methods, techniques, sequences, materials, fabrication, and correctness of construction and for performing all Work and that of all other trades in a safe and satisfactory manner.

## **Appendix 2 – Wage Rates**