

P h o e n i x - M e s a G a t e w a y
A i r p o r t A u t h o r i t y



CONTRACT DOCUMENTS

F O R

**CONSTRUCTION MANAGER AT
RISK (CMAR) SERVICES FOR**

**DEMOLITION OF AIRPORT
FACILITIES**

A u t h o r i t y P r o j e c t N o . 1 2 2 3
A u t h o r i t y S o l i c i t a t i o n N o . 2 0 2 4 - 0 0 9 - R F Q

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DEMOLITION OF AIRPORT FACILITIES

CONSTRUCTION MANAGER AT RISK (CMAR)

CONSTRUCTION SERVICES CONTRACT

PROJECT NO. 1223

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Phoenix Mesa Gateway Airport Authority

Construction Manager at Risk Construction Services Project No.: 1223

THIS CONTRACT is made and entered into by and between the Phoenix Mesa Gateway Airport Authority, a joint powers airport authority authorized by the state of Arizona, hereinafter called "Owner" and the "Construction Manager at Risk" or "CMAR" designated below, individually, each is a "Party" and collectively, the "Parties", and shall be effective as of the date signed by Owner.

NOW, THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and CMAR agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

Owner: Phoenix-Mesa Gateway Airport Authority
Project Manager: Carl D'Acosta
Telephone: 480-988-7612
E-mail: cd'acosta@gatewayairport.com

CMAR: TBD
Address
City ST Zip
CMAR Representative:
Telephone:
E-mail:

DESIGN PROFESSIONAL: N/A

PROJECT DESCRIPTION:

Demolition of Airport Facilities

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between Owner and CMAR shall consist of the following Contract Documents. Notwithstanding Article 50-04 of the General Provisions, should any of the Contract Documents conflict with each other, the conflict will be resolved by using the following order of precedence:

1. Any amendments or modifications to the Contract Documents in reverse chronological order, including (a) a written amendment signed by both parties, (b) a Change Order, (c) a Change Directive, (d) Supplementary Instructions, or (e) a written order for a minor change in the work (collectively the “Contract”);
2. Exhibit A to the CMAR Construction Contract, Accepted GMP/Price Proposal and Project Schedule – the “Basis of GMP” and “Basis of Schedule”;
3. The Guaranteed Maximum Price Proposal sections outside of item (2) above;
4. The General Conditions to the CMAR Contract;
5. The CMAR Construction Services Contract and all of its Exhibits;
6. The General Provisions to the CMAR Contract;
7. The Special Provisions to the CMAR Contract;
8. Drawings;
9. Specifications;
10. The Request for Qualifications requirements, document and exhibits (#2024-009-RFQ), documents and CMAR’s submittal to such solicitation dated MM/DD/YR;
11. Any other Contract Documents.

2.3 PROJECT SPECIFIC CONDITIONS

If there are any additional conditions that apply to this Project, they are set forth in the attached Exhibit A, and are incorporated herein.

2.4 PROJECT PLANS AND SPECIFICATIONS

A detailed list of the Plans and Specifications for this Project are set forth in the attached Exhibit B.

ARTICLE 3 – PRE-CONSTRUCTION SERVICES

Although CMAR has performed Pre-Construction Services pursuant to a separate Contract between Owner and CMAR, the completion, quality and accuracy of those services and the deliverables provided by Owner thereunder directly impact CMAR’s performance of its obligations under this Contract. Therefore, all of CMAR’s obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Contract are incorporated herein. Any breach of any of CMAR’s duties, obligations or warranties under the Pre-Construction Services Contract shall likewise be considered a breach of this Contract.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 GENERAL

- 4.1.1 CMAR agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule included in Exhibit A of this Contract.
- 4.1.2 CMAR shall provide all of the labor and materials and perform the Work in accordance with the General Conditions and General Provisions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to the Contract and performance of the Work, the CMAR and its subcontractors shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Owner, the Project and the Contract.
- 4.1.4 CMAR shall perform the Work under this Contract using only those firms, team members and individuals designated by CMAR consistent with the Statement of Qualifications dated **MM/DD/YR**, the GMP Proposal, or otherwise approved by Owner pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager.
- 4.1.5 CMAR will comply with all terms and conditions of the General Conditions, General Provisions and Special Provisions, as well as the Owner's published Rules & Regulations and Minimum Standards (Exhibit E).
- 4.1.6 In the event of a conflict between this Contract and the General Conditions, General Provisions, Special Provisions or any exhibit hereto or appendix thereto, the terms of this Contract shall control, but nothing in this contract shall be construed so as to either (i) Violate any term or condition of the Owner's published Rules & Regulations or Minimum Standards; or (ii) Violate Owner's mandatory subordination to its federal obligations, pursuant to Federal Aviation Administration ("FAA") Policies (2009) (including, but not limited to § 1.1, § 1.5, § 12.3, §10, § 14.1, *et. seq.*) and federal statutory authority, including, but not limited to, 49 U.S.C. §40103(a) (establishes the federal government's total dominance over the airspace of the United States, including, U.S. airports).
- 4.1.7 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Owner. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, CMAR hereby transfers and assigns ownership of the copyright in such Work to Owner. The rights in this section are exclusive to Owner in perpetuity.

4.2 CMAR's PRE-CONTRACT AND PRE-WORK DELIVERABLES

The CMAR will provide the insurance and bond(s) requirements in accordance with Article 11 of the General Conditions prior to any work commencing.

CMAR will obtain and pay for all permits necessary for the work.

4.3 PRE-CONSTRUCTION CONFERENCE

CMAR shall attend the Pre-Construction Conference.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

CMAR shall perform the Work in accordance with the General Conditions.

4.5 CONTROL OF THE PROJECT SITE

CMAR shall control and maintain the Project Site in accordance with Article 4 of the General Conditions.

4.6 PROJECT SAFETY

CMAR shall implement and enforce Project safety in accordance with Article 10 of the General Conditions.

4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS

CMAR shall provide materials testing and submit substitute materials and Shop Drawings in accordance with Article 3 of the General Conditions.

4.8 PROJECT RECORD DOCUMENTS

CMAR shall maintain and make available the Project Record Documents in accordance with Article 3.12 of the General Conditions.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

CMAR shall provide warranties and correct defective Work in accordance with Article 3.6 of the General Conditions.

ARTICLE 5 – OWNER RESPONSIBILITIES

5.1 Owner shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth throughout the Contract Documents.

5.2 Additional information to be provided by Owner, if any, is listed below:

Final contract documents, including, but not limited to General Conditions, General Provisions, Special Provisions, applicable as-built drawings, stamped Construction Documents and Technical Specifications.

ARTICLE 6 – CONTRACT TIME

Contract Duration is 75 calendar days.

6.1 CONTRACT TIME

- 6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued prior to the approval and acceptance by Owner of the GMP or Fixed Price.
- 6.1.2 CMAR agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.
- 6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.2 PROJECT SCHEDULE

The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached Exhibit A shall be updated and maintained throughout CMAR’s performance under this Contract in accordance with Article 3 of the General Conditions.

- 6.2.1 Failure on the part of CMAR to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination for cause of this Contract by Owner.

6.3 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Article 9.8 of the General Conditions.

6.4 FINAL COMPLETION AND FINAL ACCEPTANCE

- 6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule.
- 6.4.2 Final Completion will be determined, and a Final Acceptance will be issued, pursuant to Article 9.9 of the General Conditions.

6.5 LIQUIDATED DAMAGES

- 6.5.1 **Final Completion Liquidated Damages.** For the same reason set forth in Article 6.1.3 above, Owner and CMAR further agree that if CMAR fails to achieve Final Completion of the Work within the time set forth in Article 6.4.1 above, Owner shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following per diem amounts (which the Parties agree is a reasonable approximation of any resulting damages) commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$1,070 per calendar day.

- 6.5.2 Owner may deduct liquidated damages described in this Article 6.5 above from any unpaid amounts then or thereafter due CMAR under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at the highest lawful rate of interest payable by CMAR.

ARTICLE 7 – CONTRACT PRICE

7.1 CONTRACT PRICE

- 7.1.1 In exchange for CMAR's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Owner will pay CMAR the "Contract Price" which:
- The sum of the CMAR's Fee and reimbursable Cost of the Work, which the CMAR guarantees will not exceed the GMP set forth in Exhibit A, in the amount of **\$TBD (TBD dollars)**. Costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement from Owner.
- 7.1.2 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes any type necessary to fully, properly and timely perform and construct the Work encompassed in attached Exhibit A.
- 7.1.3 The contract price may only be changed as set forth in the Contract Documents.
- 7.1.4 Only costs specifically designated as reimbursable costs are eligible for payment by Owner or may be charged against the Contract Price. All other costs will not be paid by Owner and shall not be chargeable against the Contract Price.
- 7.1.5 For Contract Amendments, Change Orders, or Job Orders reimbursable costs shall be determined pursuant to MAG Specifications 109.5.

7.2 ALLOWANCES

Contractor shall include in the Contract Price all Allowances stated in the Contract Documents and agreed to in writing by Owner. Items covered by these Allowances shall be supplied for such amounts and by such persons as Owner may direct, provided Contractor will not be required to employ persons against whom

Contractor makes a reasonable objection. Materials and equipment under an Allowance shall be selected by Owner in accordance with a schedule to be mutually agreed upon by Owner and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

- 7.2.1 Unless otherwise provided in the Contract Documents:
- 7.2.1.1 These Allowances shall cover the cost to Contractor, less any applicable trade discount, of the Materials and equipment required by the Allowances, delivered at the Site, and all applicable taxes;
- 7.2.1.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to Materials and Equipment required by the Allowance shall be included in the Contract Sum and not in the Allowance; and

- 7.2.1.3 Whenever the cost is more or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

7.3 CONTINGENCY

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by Owner.

7.4 FINAL PAYMENT

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by Owner, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as Owner may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date.

Any excess payments by Owner, as determined by the Project Manager, shall be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor shall be refunded by Contractor to Owner. Disputes relating to the Final Cost of the Work shall be subject to Owner's audit rights under Article 13.14 of the General Conditions and 7.5 below, and the dispute resolution process under Article 4 of the General Conditions.

7.5 OPEN BOOK

On any GMP-based or Change Order, Owner may attend any and all meetings or discussions pertaining to the Project, including bid openings, and shall have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

ARTICLE 8 – PAYMENT

Payments shall be made to CMAR in accordance with Article 9 of the General Conditions and Article 7 above.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Article 7 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Article 14 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

- 11.1** CMAR shall provide insurance in accordance with Article 11 of the General Conditions to the CMAR Contract. CMAR shall provide proof of such insurance and all required endorsements in forms acceptable to Owner prior to commencing any Work under this Contract.
- 11.2** CMAR shall provide performance and payment bonds to Owner in accordance with Article 11 of the General Conditions and A.R.S. § 34-610(A).
- 11.3** Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Owner will be material breach and grounds for termination for cause of this Contract by Owner.

ARTICLE 12 – INDEMNIFICATION

CMAR shall have and assume the indemnity obligations set forth in Article 3 of the General Conditions.

ARTICLE 13 – DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Article 4 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Article 13 of the General Conditions shall apply to this Contract.

ARTICLE 15 – TITLE VI

15.1 CIVIL RIGHTS ACT OF 1964, TITLE VI – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

15.2 CIVIL RIGHTS ACT OF 1964, TITLE VI- ASSURANCE 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

15.3 CIVIL RIGHTS – 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq.*) (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) 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 (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. 74087 (2005)];
- 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.*).

Executed as of the Effective Date.

CMAR**COMPANY NAME, a(n)****OWNER****PHOENIX MESA GATEWAY AIRPORT AUTHORITY,**
a joint powers airport authority authorized by the
state of Arizona

By: _____

By: _____

Name: _____

Name: J. Brian O’Neill, A.A.E.

Title: _____

Title: Executive Director/CEO

Date: _____

Date: _____

EXHIBIT A – ACCEPTED GMP/PRICE PROPOSAL & PROJECT SCHEDULE

(Under Separate Cover)

All terms and conditions are set forth in the Contract. Any terms and conditions and/or exceptions noted in the CMAR's proposal, GMP, or other documents do not apply unless agreed to in this Contract or an approved addendum.

EXHIBIT B – PROJECT SPECIFIC CONDITIONS & PROJECT PLANS AND SPECIFICATIONS

(Under Separate Cover)

1. All Specifications

Specification Title: _____ Date: _____

2. Plans

Drawing Title: _____ Date: _____

Project Number: _____

EXHIBIT C – REQUIRED FORMS
STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Phoenix-Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the amount of _____ (\$_____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the _____ day of _____, 202_ to demolish the following projects under the **Authority Solicitation No. 2024-009-RFQ; CMAR for Demolition of Airport Facilities (Authority Project No. 1223)**, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment to reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 202_.

AGENCY OF RECORD, STATE OF ARIZONA

BY:

PRINCIPAL

AGENCY ADDRESS

TITLE:

BY:

SURETY

TITLE:

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal and _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Phoenix-Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the amount of _____ (\$_____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ____ day of _____, 202__ to demolish the following projects under the **Authority Solicitation No. 2024-009-RFQ; CMAR for Demolition of Airport Facilities (Authority Project No. 1223)**, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 202__.

AGENCY OF RECORD, STATE OF ARIZONA

PRINCIPAL

BY: _____

AGENCY ADDRESS

TITLE:

SURETY

BY: _____

TITLE: _____

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

NOTICE OF INTENT TO AWARD CMAR CONTRACT

[date]

CMAR Name

CMAR Address

Attn: CMAR Project Manager**Re: CMAR FOR DEMOLITION OF AIRPORT FACILITIES
Authority Project No. 1223
Authority Solicitation No. 2024-009-RFQ**

Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (Owner), has considered the Statement of Qualifications (SOQ) submitted and interview performed (if applicable) by your firm for the above described WORK in response to the Advertisement for SOQ's dated mm/dd/yr. You are hereby notified that you were awarded this CMAR Contract by Phoenix-Mesa Gateway Airport Authority on _____, in the amount of \$_____. You are required by the Terms and Conditions of this bid to execute the CMAR Contract and to furnish Contractor's Performance and Payment Bonds and submit the appropriate Certificate(s) of Insurance within fifteen (15) calendar days from this Notice.

If you fail to execute the CMAR Contract, furnish the required bonds, and submit Insurance Certificate(s) within Fifteen (15) calendar days from the date of this Notice, the Owner will consider this as a forfeiture of your consideration to be selected as CMAR. The Owner will be entitled to such other rights as may be granted by law.

A pre-construction meeting will be scheduled by your Project Manager at a later date and will be held in the Phoenix-Mesa Gateway Airport Authority Board Room, 5835 South Sossaman Road, Mesa.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Phoenix-Mesa Gateway Airport Authority.

Dated this _____ day of _____, 202__.

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

By: _____

Title: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires

NOTICE TO PROCEED

Date

CMAR Name

CMAR Address

Attn:

CMAR FOR DEMOLITION OF AIRPORT FACILITIES

Authority Project No. 1223

Authority Solicitation No. 2024-009-RFQ

Dear _____:

You are unconditionally authorized to proceed with the above-referenced project effective the date of this letter. The contract time is 75 calendar days. All work shall be performed strictly in accordance with the Contract Documents, including all project schedule requirements.

Your contact for this project is Carl D'Acosta, phone no. (480) 988-7612 and all project communications should be directed to him. If the preconstruction conference has not already occurred, he will contact you shortly about scheduling it.

Remember, the Owner must approve *in writing* any and all changes in the project scope of work before you start work on the change.

Phoenix-Mesa Gateway Airport Authority looks forward to a successful project with your firm.

Sincerely,

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

Authorized Representative

APPLICATION AND CERTIFICATE FOR PAYMENT

CMAR FOR DEMOLITION OF AIRPORT FACILITIES
Authority Project No. 1223
Authority Solicitation No. 2024-009-RFQ

CONSULTANT: _____

CMAR: _____

Application No. _____ Period From: _____ To: _____

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

Original GMP: \$ _____

Approved Change Orders and Dates:

Change Order No.1	Date _____	\$ _____
Change Order No.2	Date _____	\$ _____
Change Order No.3	Date _____	\$ _____

Total Change Orders Approved to Date: \$ _____

Adjusted GMP \$ _____

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

Less Previous Certificates for Payment \$ _____

Current Payment Due \$ _____

Retainage _____% \$ _____

Total Earned Less Retainage \$ _____

Notice to Proceed Date _____ Date of Substantial Completion _____

Time Used _____% Complete _____%

CHANGE ORDER

PROJECT: CMAR for Demolition of Airport Facilities

CHANGE ORDER NO: _ _

Authority Project No. 1223
Authority Solicitation No. 2024-009-RFQ

TO CMAR: **TBD**
Address
Address

CONTRACT NO: _____
CONTRACT DATE: _____, 202__

The Contract is changed as follows. CMAR shall provide all labor, materials, equipment, services, transportation, utilities, and facilities to perform all of the following changes: **[describe]**.

This Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including but not limited to all direct or indirect costs associated with such change, all delay and disruption costs, any impact such change may have on unchanged work, and any and all adjustments to the Contract Sum or the Contract Time. This Change Order supersedes all prior reservations stated or implied.

Not Valid until signed by the Owner, Architect, and CMAR.

The original **Contract Sum** was.....\$ _____
 Net change by previously authorized Change Orders\$ _____
 The **Contract Sum** prior to this Change Order was.....\$ _____
 The **Contract Sum** will be **increased** [or **decreased**] by this Change Order.....\$ _____
 The new **Contract Sum** including this Change Order is\$ _____

The Contract Time will be **unchanged** [or **increased/decreased by** _____ **calendar days.**]

The Substantial Completion date for base contract work is **unchanged** [or **changed to** _____, **202__.**]

[CMAR],

Owner

By _____ Date _____

By _____ Date _____

It's _____

It's _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

(To be completed by Owner/Architect)

I hereby certify that _____ has substantially completed
(Name of CMAR)

The work under the following project:

CMAR FOR DEMOLITION OF AIRPORT FACILITIES
Authority Project No. 1223
Authority Solicitation No. 2024-009-RFQ

in accordance with the contract documents and bid specifications, and all activities required by the Contractor under the Contract have been substantially completed as of _____ (date).

Firm Name: _____

By: _____
(Name)

(Title)

(Signature)

(Date)

CERTIFICATE OF FINAL COMPLETION

(To be Completed by CMAR and Owner)

CMAR FOR DEMOLITION OF AIRPORT FACILITIES**Authority Project No. 1223****Authority Solicitation No. 2024-009-RFQ**

I hereby certify that all goods and/or services required by **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, have been delivered in accordance with the Contract Documents and Specifications, and all activities required by the CMAR under the Contract have been completed, including all items on the final punch list, including administrative items, as of _____ (date).

Firm Name: _____

Principal: _____
(Name)_____
(Title)_____
(Signature)_____
(Date)

PHOENIX-MESA GATEWAY AIRPORT AUTHORITY has performed a final inspection of PMGAA's **Demolition of Airport Facilities, PMGAA Project Number 1223**, and find that to the best of our knowledge and belief, the work on this project has been completed in accordance with **Contract Number 2024xxxx**.

The date of final completion for this project is _____, 20__

Phoenix-Mesa Gateway Airport Authority

By: _____

Date: _____

**CONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(CMAR)**

WHEREAS, the undersigned, _____ (CMAR) has furnished labor, materials, and services and/or equipment for the demolition of Airport Facilities, **Authority Project No. 1223**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, upon receipt of a check from the Owner payable to the CMAR in the sum of \$ _____, said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United States of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this final payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202____.

Company Name

By _____

(Title)

**CONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(SUB-CONTRACTOR / SUPPLIER)**

WHEREAS, the undersigned, _____ (Sub-contractor) has furnished labor, materials, and services and/or equipment to _____ (CMAR) for the demolition of Airport Facilities, **Authority Project No. 1223**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, upon receipt of a check from the CMAR payable to the Sub-contractor in the sum of \$ _____, said sum representing payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United State of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202 __.

Company Name

By _____

(Title)

**UNCONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(CMAR)**

WHEREAS, the undersigned, _____ (CMAR) has furnished labor, materials, and services and/or equipment for the demolition of Airport Facilities, **Authority Project No. 1223**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, has been paid and has received a check from the Owner payable to the CMAR in the sum of \$ _____, said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United States of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this final payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202____.

Company Name

By _____

(Title)

**UNCONDITIONAL
FULL RELEASE OF ALL CLAIMS AND WAIVER OF LIEN
UPON PAYMENT
(SUB-CONTRACTOR / SUPPLIER)**

WHEREAS, the undersigned, _____ (Sub-contractor) has furnished labor, materials, and services and/or equipment to _____ (CMAR) for the demolition of Airport Facilities, **Authority Project No. 1223**, at the Phoenix-Mesa Gateway Airport, Maricopa County, State of Arizona, on the Property of the Phoenix-Mesa Gateway Airport Authority, Mesa, Arizona.

NOW, THEREFORE, the undersigned, has been paid and has received a check from the CMAR payable to the Sub-contractor in the sum of \$ _____, said sum representing payment for the above-mentioned labor, materials, services and/or equipment, does hereby waive and release any and all liens, claims of lien, and demands whatsoever that now exist or may hereafter accrue against the Owner and the Property on account of labor and materials furnished by the undersigned.

The undersigned warrants that all materials and labor placed by the undersigned in the Project are free from any claims, liens, or encumbrances and that all bills and obligations incurred for labor, taxes, withholding taxes based on payroll and payable to the United State of America or State of Arizona, premiums under a voluntary disability insurance policy, if any, carried with a private insurer, and payments to all union health, welfare, pension, apprentice training and vacation funds applicable for workmen employed on the above-described Project, in connection with the work of improvement on the Project, have been paid in full. The undersigned warrants that all subcontractors and material-men that may have delivered materials and performed work upon the Property for the Project have been fully paid or will be paid from monies received from this payment. The undersigned shall and does hereby indemnify, save, and hold harmless the Owner and CMAR from all claims, damages, liens and losses, including all costs, professional fees, and reasonable attorney's fees, which the Owner may suffer by reason of filing of any claims, notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this _____ day of _____, 202 __.

Company Name

By _____

(Title)

EXHIBIT D – DEFINITIONS

Allowance – A specific amount for a specific item of Work, if any, that Owner agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the Owner) at the time the Contract Price is agreed to for Contractor to provide a definitive price. Allowances shall be treated in accordance with Article 7.2 above.

Baseline Cost Model – A breakdown and estimate of the scope of the Project developed by CMAR.

CMAR or Construction Manager at Risk – The person or firm selected by Owner to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Contract with Owner. In these General Conditions, the term “Contractor” includes CMAR under both Pre-Construction and Construction Services Contracts.

CMAR Fee or Contractor’s Fee – An agreed to percentage in an accepted GMP that represents the Contractor’s fee for performance of the Work.

Contract Documents – Where compensation under the Contract is based upon a GMP accepted by Owner, the term “Contract Documents” also includes the accepted GMP Proposal.

Contract Price – Where compensation under the Contract based upon a GMP accepted by Owner, the term “Contract Price” refers to the GMP.

Cost-Based Contract, Change Order, or Job Order – A Contract, Change Order, or Job Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents. These would include those generally referred to as “Cost of the Work plus a Fee with a GMP,” “Time and Materials,” or “Cost Plus a Fee.”

Cost of the Work – The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work shall include only those costs set forth in Article 7 above.

Deliverables – The work products prepared by Contractor in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are limited to: the Baseline Cost Model and Schedule that validate Owner’s plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Contract or required by the Project Team.

Pre-Construction Services Contract – The Contract entered into between Owner and the CMAR for Pre-Construction Services to be provided by the CMAR, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by Owner and a CMAR Contract is entered into between Owner and CMAR, the duties, obligations and warranties of the CMAR under the Pre-Construction Services Contract survive and are incorporated into the resulting CMAR Contract.

Pre-Construction Services – The services to be provided under a Pre-Construction Services Contract.

Detailed Project Schedule – The Detailed Project Schedule developed by the CMAR for the review and approval of the Owner.

GMP Plans and Specifications – The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal – The proposal of Contractor submitted for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP – The Guaranteed Maximum Price set forth in the Contract.

EXHIBIT E - COMPLIANCE WITH OWNER'S PUBLISHED RULES AND REGULATIONS AND MINIMUM STANDARDS, AS AMENDED FROM TIME TO TIME

1. Rules & Regulations (link)

[Rules & Regulations](#)

2. Minimum Standards (link)

[Minimum Standards](#)

GENERAL CONDITIONS TO THE CMAR CONTRACT

ARTICLE 1 GENERAL CONDITIONS

1.1 DEFINITIONS, CORRELATION AND INTENT

1.1.1 Definitions. Unless otherwise provided herein, capitalized terms used in this Contract, and not otherwise defined herein, have the respective meanings set forth in the Contract Documents that make up the entire agreement and incorporated herein by this reference.

1.1.2 Entire Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.1.3 Contractual Relationship. The Contract shall not be construed to create a contractual relationship of any kind (1) between the Engineer/Architect and CMAR, (2) between the Owner a Subcontractor, or (3) between any persons or entities other than the Owner CMAR.

1.1.4 Intent. The intent of the Contract is to include all items necessary for the proper execution and completion of the work by the CMAR.

1.1.5 Supplementary Instructions. The Owner will issue written interpretations necessary for the proper execution of the work in the form of Supplementary Instructions with reasonable promptness. Supplementary Instructions may either be instructions, drawings or additional information but shall not change the Contract Sum or Contract Time without subsequently executed Change Orders (collectively "Supplementary Instructions").

1.1.6 Requests for Clarification. The CMAR shall submit requests for clarification of the Contract to the Owner.

1.1.7 Discrepancies in Contract. If there is any discrepancy, inconsistency or ambiguity in the quality or quantity of the work or materials required under the Contract, the CMAR shall (1) immediately bring such discrepancy, inconsistency or ambiguity to the attention of the Owner, and (2) provide the better quality of or greater quantity of the work or materials, without an increase in the Contract Sum, unless otherwise directed in writing by the Owner. If the Owner accepts the lower quality or quantity of work or materials, the CMAR shall remit to the Owner the difference in cost between the better quality or greater quantity and such lower quality or lesser quantity.

1.1.8 Organization of Specifications and Drawings Not to Control Division of Work. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the CMAR in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.1.9 CMAR Solely Responsible for Division of Work. The CMAR is solely responsible for the division of the work among Subcontractors. The Owner will act as arbiter as to which trade or

Subcontractor is to furnish or install the various items indicated or required to complete the work. The CMAR shall make necessary arrangements to reconcile any and all labor conflicts without delay, damage or cost to the Owner without recourse to the Owner.

1.1.10 Technical and Industry Meanings. Unless otherwise stated in the Contract, words that have well-known technical or construction industry meanings are used in the Contract in accordance with such recognized meanings.

1.1.11 Current Standards. Where a reference in the Contract to an American Society for Testing and Materials Standard (ASTM), American National Standards Institute Standard (ANSI), federal specification or other recognized standard does not include the date of the standard, the edition current as of the date of issuance of the permit for the work shall apply. No consideration will be given to claimed ignorance as to what a cited standard contains, since the CMAR and each Subcontractor is considered to be experienced and familiar with the generally accepted, published standards of quality and workmanship for its own trade. Requirements of such referenced standards form a part of the Specifications to the extent indicated by the references thereto.

1.2 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the property of the Owner. The Drawings and Specifications and the design reflected therein shall be kept strictly confidential and shall not be disclosed or released except as necessary for the performance of the work. The CMAR may retain one record set. Neither the CMAR nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications or other documents prepared by the Owner. The Owner will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the CMAR's record set, shall be returned to the Owner upon completion of the work. The Drawings, Specifications and other documents prepared by the Owner, and copies thereof furnished to the CMAR, are for use solely with respect to this Project. They are not to be used by the CMAR or any Subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner. The CMAR and its Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Owner necessary for execution of the work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Owner. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

ARTICLE 2 OWNER**2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.1.1 Financial Arrangements. The Owner shall, at the request of the CMAR, furnish to the CMAR reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

2.1.2 Survey and Work Milestone Dates. The Owner shall furnish a survey of the Site and work Milestone Dates, if any, required for performance of the work.

2.1.3 Not Used.

2.1.4 Communication with CMAR. The Owner shall forward communications to the CMAR either through the Owner or directly.

2.2 OWNER'S RIGHT TO STOP THE WORK.

If the CMAR fails to perform or correct work that is not in accordance with the requirements of the Contract or does not allow other Contractors to timely perform their work, the Owner may order the CMAR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the CMAR or any other person or entity.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK.

The Owner shall have the right to contact the CMAR's Surety if the Owner determines that the CMAR is not performing in accordance with the Contract. If the CMAR defaults or neglects to carry out the work in accordance with the Contract or fails to commence and continue correction of such default or neglect with diligence or promptness, the Owner may, after forty-eight (48) hours written notice to the CMAR and its Surety, require the Surety to promptly assume the obligations of the Contract. Should the Surety fail to assume the obligations within five (5) calendar days after receipt of the written notices then Owner, without prejudice to any other remedy it may have, may correct such nonconforming work. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CMAR or the Surety all costs of correcting such nonconforming work, including but not limited to, compensation for the Owner's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the CMAR or its Surety are not sufficient to cover such amount, the CMAR or its Surety shall pay the difference to the Owner within thirty (30) days after the Owner's invoice therefore.

ARTICLE 3 CMAR

3.1 REVIEW OF CONTRACT AND FIELD CONDITIONS BY CMAR.

3.1.1 Notice of Errors. The CMAR warrants that he has carefully reviewed the Contract, including the work Milestone Dates, if any, and all documents pertaining to the work, including but not limited to the plans, Specifications and the work Milestone Dates, and that he is satisfied as to the feasibility and correctness of the Contract, including the work Milestone Dates, to perform the work within the Contract Time. The CMAR shall immediately report to the Owner any errors, inconsistencies or omissions discovered in the Contract, including the work Milestone Dates. If the CMAR performs any construction activity containing an error, inconsistency, or omission that the CMAR recognized or should have recognized through the exercise of reasonable diligence, without reporting such error, inconsistency or omission to the Owner, the CMAR shall assume responsibility for such performance and shall bear the costs for correction.

3.1.2 Examination of Site. The CMAR warrants that he has visited and examined the character of the Site and any existing structures and/or has satisfied himself as to the nature of the work and all matters which could in any way affect the work. The CMAR shall take field measurements and verify field conditions and shall compare such field measurements and conditions and other information known to the CMAR with the Contract before commencing the work. Errors, inconsistencies or omissions discovered shall be reported to the Owner immediately. The Owner does not guarantee the accuracy of grades, elevations, dimensions, or locations on work installed by other Contractors. The CMAR shall verify the accuracy of all grades, elevations, dimensions and locations relating to the work. In cases of interconnection of the CMAR's work with other work, it shall verify at the Site all dimensions relating to such other work. The CMAR shall promptly rectify any error due to the CMAR's failure to verify the accuracy of such grades, elevations, location or dimensions without any additional cost to the Owner.

3.1.3 CMAR License and Compliance with Law. The CMAR warrants (1) that it is licensed under the laws of the State of Arizona to perform the work, and (2) that it is familiar and will comply with all applicable laws, statutes, ordinances, building codes, rules and regulations and lawful orders of public authorities in performing the work, including but not limited to environmental laws and A.R.S. Title 34 as amended.

3.1.4 Contract Compliance with Law. If the CMAR observes that portions of the Contract are at variance with applicable laws, statutes, ordinances, building codes, or rules and regulations, the CMAR shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification. If the CMAR performs work it knows or should know to be contrary to laws, statutes, ordinances, building codes, or rules and regulations without such notice to the Owner, the CMAR shall assume full responsibility for such work and shall bear all damages, losses, costs and expenses attributable thereto.

3.1.5 CMAR Compliance with Contract. The CMAR shall perform the work in accordance with the Contract and in a first class and workmanlike manner. In the event that the CMAR fails to do so, the Owner may withhold payments to protect the Owner from loss, regardless of whether payment has previously been made for the work in question.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES.

3.2.1 CMAR to Supervise Work. The CMAR shall supervise and direct the work using the CMAR's best skill and attention. The CMAR shall be solely responsible for and have control over construction means, methods, techniques, sequences, safety, and procedures associated with its work and for coordinating all portions of the work under this Contract. The CMAR shall designate in writing and assign to the Project a qualified and experienced project superintendent, who shall be fully authorized to act and receive communications on the CMAR's behalf. The superintendent shall be present on site at all times necessary or appropriate to adequately supervise and coordinate the work.

CMAR shall have an authorized and qualified representative on site at all times when a subcontractor, or lower tier subcontractor, is conducting any work.

3.2.2 Acts and Omissions. The CMAR shall be responsible to the Owner for acts and omissions of the CMAR's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the CMAR.

3.2.3 Duty to Perform. The CMAR shall not be relieved of obligations to perform the work in accordance with the Contract either by activities or duties of the Owner in its administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CMAR.

3.2.4 Duty to Inspect. The CMAR shall inspect portions of the Project related to the CMAR's work in order to determine that such portions are in proper condition to receive subsequent work.

3.2.5 Limitation on Liability. CMAR acknowledges that neither the Owner nor Owner nor any of their respective agents, employees, successors or assigns shall control the day-to-day operations of the CMAR and shall not determine construction means, methods, techniques or procedures or safety precautions and programs in connection with the work. CMAR agrees that neither the Owner nor Owner nor any of their respective agents, employees, successors or assigns shall be responsible for the failure of the CMAR to perform the work in accordance with the Contract or with the laws, ordinances, rules, permit conditions, regulations or lawful orders of any governmental agency having regulatory authority over the manner, methods or means of performance of the work.

3.3 LABOR AND MATERIALS.

3.3.1 CMAR to Provide. The CMAR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, storage and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

3.3.2 Skilled Labor. The CMAR shall enforce strict discipline and good order among the CMAR's employees and other persons carrying out the Contract. The CMAR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.3.3 Standard of Quality. Wherever materials, products, articles, equipment systems or similar items are identified by reference to proprietary terms or by a similar reference, it is intended to establish the minimum standard or measure of quality that has been determined as requisite or intended for the work.

3.3.4 E-verify Requirements. To the extent applicable under Arizona Revised Statutes § 41-4401, the CMAR and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). CMARs or its Subcontractors failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Authority.

3.4 SUBSTITUTION OF PRODUCTS.

3.4.1 Requests for Substitutions. After the Contract has been executed, the Owner Owner may consider, but shall have no obligation to consider, a formal request for the substitution of products in place of those specified under the conditions set forth herein and those set forth in the Technical Specifications. The decision in the first instance on acceptance or rejection of proposed alternate, substitute or similar materials, products, equipment or systems shall be vested in the Owner, and ultimately with the Owner, whose decision shall be final and binding.

3.4.2 Conditions for Substitutions. By making requests for substitutions, the CMAR (1) represents that the CMAR has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified, (2) represents that the CMAR will provide the same warranty for the substitution that the CMAR would for that specified, (3) certifies that the cost data presented is complete and includes all related costs under the Contract except the Owner's analysis and redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent, and (4) will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.4.3 Criteria for Acceptance or Rejection of Substitutes. Acceptance or rejection of proposed alternate, substitute, or similar materials, products, equipment or systems for use may be based on the construction, design, function, type, size, capacity, performance, strength, durability, finish, aesthetic quality, the Owner's standard for repair, replacement and maintenance or other characteristics or criteria approved by the Owner.

3.4.4 Expense for Modification. The CMAR proposing the substitution shall pay any modification to the Contract or work necessary as a result of the use of an approved alternate or substitute.

3.4.5 Rejection of Substitute. If any alternate or substitute is not approved, the CMAR shall use the specified material, product, equipment or system without adjustment to the Contract Sum or Contract Time.

3.5 WORK HOURS.

Except as otherwise provided in the Contract, work can be performed five (5) days per week, excluding Sundays, except for Holidays. Refer to Special Provision Specification section 30.02 to the limitations of work during the Holidays. Notwithstanding the foregoing, in the event of emergency or when required to complete the work in accordance with the work Milestone Dates, if any, work may be performed on night shifts, overtime, weekends, or Holidays, provided that permission to do so has been obtained from the Owner confirmed in writing by the Owner within 72 hours of the commencement of such work. The CMAR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent the Owner approves such compensation in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved and not overhead and profit. In no event will CMAR be entitled to additional compensation for work performed outside regular hours where occasioned by delays, need for repairs or other causes attributable to CMAR or its Subcontractors. Notwithstanding the foregoing and unless overtime has been requested by the Owner, the CMAR shall bear all costs of standby contractors or subcontractors, if any. In the event the CMAR performs any of the work on night shifts, overtime, weekends or holidays, the CMAR shall comply with all laws, ordinances, codes, rules, and regulations applicable thereto (including, without limitation, those relating to noise).

3.6 WARRANTY.

3.6.1 Free from Defects. The CMAR warrants to the Owner that (1) materials and equipment furnished under the Contract will be of first quality and new, (2) the work will be free from defects, and (3) the work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. This warranty is in addition to and not limited by the provisions of Section 12.2.

3.6.2 Assignment of Warranties. The CMAR shall assign to the Owner, before Final Payment is due, all manufacturer's warranties relating to equipment, materials, and labor used in the work.

3.7 TAXES.

3.7.1 The CMAR shall pay any and all sales, consumer, use, transaction privilege, and similar taxes on all monies owed for the Work or portions thereof provided by the CMAR.

3.7.2 The Phoenix-Mesa Gateway Airport Authority has been certified by the State of Arizona as an eligible entity providing aviation services in a designated Military Reuse Zone (MRZ). As a result, construction-type improvements within the MRZ are eligible for exemption from State Transaction Privilege Taxes (sales taxes).

3.7.3 Owner, with the assistance of the CMAR, shall apply for any and all applicable benefits. If Owner is deemed eligible, CMAR shall then apply for a Letter of Qualification for MRZ Transaction

Privilege Tax Exemption from the Arizona Department of Revenue (ADOR) in a timely manner. Owner will issue Notice to Proceed only after such letter has been sent by CMAR to ADOR.

The MRZ tax exemption only applies to the State of Arizona Transaction Privilege Tax. No such exemption exists for the City of Mesa Transaction Privilege Taxes. See Section 3.7.1 above regarding payment of required taxes.

3.7.4 Within thirty (30) days of release of Retention by Owner to CMAR, CMAR must submit a Completion Report to the Arizona Commerce Authority, or as required by the program, to secure the tax exemption.

3.7.5 If CMAR fails to file any reports as required, after Owner has been deemed eligible under the MRZ program, CMAR will be obligated to pay any and all taxes, not the Owner.

3.8 PERMITS AND FEES.

The CMAR shall secure and pay, as applicable, for the building permit and plan check fee, and the CMAR shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work.

3.9 ALLOWANCES.

3.9.1 Allowances Included in GMP. The CMAR shall include in the GMP all allowances stated in the Contract, if any. Such persons or entities shall supply for such amounts and items covered by allowances as the Owner may direct.

3.9.2 Costs Included in Allowances. Unless otherwise provided in the Contract:

- .1 Allowances shall cover the cost to the CMAR of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, rebates, credits or other such reductions in cost made available to CMAR;
- .2 CMAR's costs for unloading and handling at the Site, labor, installation costs, bonds, permits, insurance, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances except when installation is specified as part of the allowance in the General Requirements; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.9.2.1 and (2) changes in CMAR's costs under Section 3.9.2.2.

3.9.3 Selection of Products. CMAR shall, at the time of submittal of the CMAR Construction Schedule, advise the Owner of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.

3.10 SUPERINTENDENT.

3.10.1 On Site. The CMAR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Site during performance of the work. The superintendent shall represent the CMAR, and communications given to the superintendent shall be as binding as if given to the CMAR. The CMAR shall confirm important communications in writing. If prime CMAR is working on more than one project at Phoenix-Mesa Gateway Airport a separate superintendent will be provided for this project.

3.10.2 Satisfactory to Owner. The CMAR's superintendent and staff must be satisfactory to the Owner. The CMAR, within ten (10) days of the Contract award, shall submit to the Owner the names and resumes of the superintendent and staff it proposes to use for the work. The superintendent and key members of the CMAR's staff shall not change without the prior consent of the Owner. However, the CMAR agrees to change any superintendent or key member of the CMAR's staff at the request of the Owner if in the sole opinion of the Owner such person's performance is unsatisfactory.

3.11 CMAR'S SCHEDULES.

3.11.1 CMAR Construction Schedule. The CMAR, within ten (10) calendar days after being awarded the Contract, shall meet with the Owner prepare and submit for the Owner's information and review a construction schedule for the work ("CMAR Construction Schedule"). Such schedule (1) shall not exceed time limits current under the Contract, (2) shall be updated and submitted monthly or more often as directed by the Owner, (3) shall comply with the work Milestone Dates, and (4) shall provide for expeditious and practicable execution of the work.

3.11.2 Updated Schedules. The updated CMAR Construction Schedules shall not exceed time limits current under the Contract and shall be in accordance with, and fully coordinated with all information previously supplied to the CMAR, including the work Milestone Dates. The CMAR shall submit an updated Schedule with each monthly pay application.

The CMAR, prior to the start of the weekly progress meetings shall, if required, develop a three (3) week look-ahead schedule. The CMAR will discuss this schedule during the progress meetings. The CMAR's three (3) week look-ahead schedule shall not be changed without the approval of the Owner. Permitted revisions to the schedule will be based on the availability of inspection staff, materials testing staff and the amount of lead time provided for the requested schedule change. Should the CMAR request a change in the three (3) week look-ahead schedule to request to work night shifts, weekends or Holidays; a minimum of a 72-hour notice will be required. The Owner may not approve the requested change if the CMAR does not provide the 72-hour notice. Should the Owner approve the requested change, the CMAR shall immediately furnish a revised three (3) week look-ahead schedule to the Owner.

3.11.3 Critical Path Method. The CMAR Construction Schedule shall be a critical path method (CPM) precedence diagram network or other mutually agreed upon form of schedule with supporting printouts and a computer disk prepared on software as may be acceptable to the Owner.

3.11.4 Scheduling Cooperation. The CMAR shall cooperate with the Owner in scheduling and performing the CMAR's work to avoid conflict, delay in or interference with the work of other contractors or the construction or operations of the Owner's own forces.

3.11.5 Submittal Schedule. The CMAR, within ten (10) calendar days after being awarded the Contract, shall prepare and submit for the Owner's information and the Owner's review a schedule for submittal of Shop Drawings, Product Data, Samples, mockups, models and other submittals ("Submittal Schedule") which is coordinated with the CMAR Construction Schedule and the work Milestone Dates, if any, and which allows the Owner reasonable time for review of such submittals. The CMAR shall issue to the Owner a monthly updated Submittal Schedule that identifies both submitted and to be submitted items and the approval status of such items.

3.11.6 Conform to Most Recent Schedule. The CMAR shall conform to the most recent schedules.

3.11.7 Material Status Report. The CMAR, within ten (10) calendar days after the Notice of Award shall prepare and submit a report for materials ("Material Status Report") on a form approved by the Owner. This report shall be updated and submitted on a monthly basis or more often as directed by the Owner. Delivery dates provided on the Material Status Report shall conform to the CMAR's Submittal Schedule, the CMAR Construction Schedule and the work Milestone Dates, if any.

3.11.8 Manpower Schedule. The CMAR, within ten (10) calendar days of the Notice of Award shall prepare and submit a projected schedule for manpower ("Manpower Schedule") for the duration of the work. This schedule shall be updated and submitted on a monthly basis or more often as directed by the Owner. The Manpower Schedule shall be broken down by craft or trade. This schedule shall conform to the CMAR Construction Schedule and the work Milestone Dates, if any.

3.11.9 Compliance with Schedules. The CMAR shall be responsible for all costs resulting from its lack of diligence or failure to provide needed labor or materials to meet the requirements of the work Milestone Dates, if any, or the CMAR Construction Schedule. Owner may withhold payments to CMAR if requested to do so by CMAR's Surety, or otherwise if necessary to protect the Owner from delay or expense occasioned by the CMAR's failure to perform under the Contract.

3.12 DOCUMENTS AND SAMPLES AT THE SITE.

3.12.1 CMAR to Maintain. The CMAR shall maintain at the Site for the Owner one record copy of the Drawings, Specifications, Change Orders, Shop Drawings, Product Data, Samples, current As-Built Drawings, and addenda or modifications in good order and marked currently to record changes and selections made during the work. These shall be available to the Owner shall be delivered to the Owner for submittal to the Owner before Final Payment is due.

3.12.2 Record Drawings. The CMAR shall keep one (1) copy of all specifications, plans, addenda, modifications, working drawings, and shop drawings at the site and in good order, and the CMAR shall annotate these to show all changes made during construction as the changes occur. When the Project is complete but before the final application for payment is submitted, the annotated set of plans showing the as-built work and any annotated working and shop drawings shall be delivered to the Owner for the Owner's record.

3.12.3 Preparation of Manuals. Before final payment is due, the CMAR shall furnish to the Owner five (5) sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data requested under the Specifications for each division of the work. The manuals shall have a table of contents, indexes and be bound in a 3-ring notebook.

3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

3.13.1 Not Part of Contract. Shop Drawings, Product Data, Samples and similar submittals are not part of the Contract. The purpose of their submittal is to demonstrate for those portions of the work for which submittals are required the way the CMAR proposes to conform to the information given and the design concept expressed in the Contract.

3.13.2 Prompt Submittal. The CMAR shall submit, in accordance with its Submittal Schedule, Shop Drawings, Product Data, Samples and similar submittals required by the Contract with such promptness as to cause no delay in the CMAR's own work or in that of any other CMAR. The CMAR shall cooperate with the Owner in the coordination of the CMAR's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other contractors. Submittals made by the CMAR that are not required by the Contract may be returned without action.

3.13.3 Review Required. The CMAR shall perform no portion of the work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Owner has reviewed the submittal. Such work shall be performed in accordance with reviewed submittals.

3.13.4 Representations Made by Submittals. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract.

3.13.5 Effect of Review. The CMAR shall not be relieved of responsibility for deviations from requirements of the Contract by the Owner's review of Shop Drawings, Product Data, Samples or similar submittals unless the CMAR has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's review thereof.

3.13.6 Revisions to Submittals. The CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals.

3.13.7 Informational Submittals. Informational submittals upon which the Owner is not expected to take responsive action shall be so identified in the submittals.

3.13.8 Professional Certification. When professional certification of performance criteria of materials, systems or equipment is required by the Contract, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13.9 Cost for Re-submittals. The Owner shall have the right to require the CMAR to pay the additional costs of the Owner resulting from the review by the Owner of any Shop Drawings, Product Data, Samples and similar submittals which have been submitted three (3) or more times.

3.14 USE OF SITE.

3.14.1 Limits on Use. The CMAR shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Owner shall not unreasonably encumber the Site with materials or equipment. Only materials and equipment that are to be used directly in the work shall be brought to the Site. After equipment is no longer required for the work, it shall be promptly removed from the Site.

3.14.2 Owner Approval. The CMAR shall coordinate the CMAR's operations with, and secure the approval of, the Owner before using any portion of the Site.

3.14.3 Display of Signs. The CMAR shall not display on or about the Site any sign, trademark or other advertisement without the consent of the Owner.

3.14.4 Equipment Location. The CMAR's field offices, shanties, materials, storage rooms, etc., if any, will be placed in locations designated by the Owner. When it becomes necessary, due to the progress of the Project, for the CMAR to relocate the CMAR's field operations, such relocation will be accomplished in an expeditious manner with no increase in the Contract Time or GMP.

3.15 CUTTING AND PATCHING.

3.15.1 CMAR Responsible. The CMAR shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly with other work.

3.15.2 Consent Required. The CMAR shall not damage or endanger work performed by the Owner or other contractors by cutting, patching, excavating or otherwise altering such construction. The CMAR shall not cut or otherwise alter work performed by the Owner or other contractors except with written consent of the Owner such other contractors. The CMAR shall not unreasonably withhold from the other contractors or the Owner the CMAR's consent to cutting or otherwise altering the work.

3.16 CLEANING UP.

3.16.1 Daily Clean Up. The CMAR shall, on a daily basis, clean up after its operation by removing rubbish, including old and surplus materials. The CMAR shall use its best efforts to prevent dust. All waste materials, rubbish and debris resulting from CMAR's work shall be removed regularly from the Site and disposed in accordance with federal, state, and local laws.

3.16.2 Final Clean Up. At the completion of the work, the CMAR shall remove all its waste materials and rubbish from and about the Site as well as all its tools, construction equipment, machinery and surplus materials. The CMAR shall professionally wash and clean all surfaces and leave the work neat and clean, ready for occupancy by the Owner, unless higher cleaning standards are required elsewhere in the Contract. The CMAR shall be responsible for the overall cleanliness and neatness of the work.

3.16.3 Failure to Clean Up. If the CMAR fails to perform regular daily cleanup or to cleanup at the completion of the work as specified, the Owner may do so or cause such work to be performed, with the cost paid for by the CMAR. The Owner shall have the right to retain such costs from payments due CMAR.

3.16.4 Clean Up Disputes. If a dispute arises between the CMAR and other contractors as to their responsibility for cleaning up as required by this Section 3.16, or elsewhere in the Contract, the Owner may clean up and equitably charge the cost thereof to the several contractors. The Owner shall have the right to retain such costs from payments due CMAR.

3.17 ACCESS TO WORK.

The CMAR shall provide the Owner access to the work in preparation and progress wherever located. The CMAR shall provide facilities for such access so that the Owner may perform its functions under the Contract.

3.18 ROYALTIES AND PATENTS.

3.18.1 CMAR Responsibility. The CMAR shall pay all royalties and license fees applicable to the CMAR's work. The CMAR shall indemnify, defend and hold harmless the indemnified parties from any and all suits, demands or claims for infringement of any patent rights unless a particular design, process or product is specified in the Contract. If such specification is made and the CMAR has reason to believe it is an infringement of a patent, the CMAR shall be responsible for any loss arising therefrom unless the CMAR promptly notifies the Owner before performing any portion of the work involving the patented item.

3.18.2 Effect of Review by Owner. The review by the Owner of any method of construction, invention, appliance, process, article, device or material of any kind shall not constitute an approval thereof for use by the CMAR in violation of any patent or other rights of any third party.

3.19 INDEMNIFICATION.

3.19.1 Indemnification for Claims Arising From Work. To the fullest extent permitted by law, the CMAR shall fully protect, indemnify, defend and hold harmless the indemnified parties from and against any and all liabilities, claims or demands, arising out of or resulting from, either directly or indirectly, the performance of the work or the conditions of the Site, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom, and (2) is caused by any act, neglect, default or omission of the CMAR or Subcontractor or anyone for whose acts either of them may be liable. But in no event, shall CMAR be required to indemnify Owner negligence. The CMAR's indemnity obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Section 3.19.1. The CMAR at its own expense and risk shall defend all legal proceedings that may be brought against the indemnified parties on any such liability, claim or demand, and satisfy any resulting judgment that may be rendered against any of them.

3.19.2 Effect of Workers' Compensation Law on Indemnification. In any and all claims against the indemnified parties by any employee of the CMAR or Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 3.19 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CMAR or any subcontract under Workers' or Workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION AND RESOLUTION OF DISPUTES

4.1 ADMINISTRATION OF THE CONTRACT.

4.1.1 Owner's Representatives. The Owner may provide administration of the Contract, and may be the Owner's representative (1) during construction, (2) until Final Payment is made, and (3) with the Owner's concurrence, from time to time during the correction period described in Section 12.2.

4.1.2 Coordination of Contractors. The Owner will provide for coordination of the activities of other contractors and of the Owner's own forces with the work of the CMAR, who shall cooperate with them. The CMAR shall participate with other contractors and the Owner in reviewing their construction schedules when directed to do so. The CMAR shall make any revisions to the CMAR Construction Schedule deemed necessary by the Owner.

4.1.3 Coordination with Work Milestone Dates. The CMAR shall schedule and coordinate its activities in accordance with the work Milestone Dates, if any. The Owner will schedule and coordinate all Contractors with respect to their use of the Site.

4.1.4 Owner's Observation of the Work. The Owner may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in a manner indicating that the work, when completed, will comply with the Contract. The Owner may assign an inspector to observe the work and report to the Owner on its progress. Whenever it appears that material furnished or work performed by the CMAR fails to fulfill Contract Document requirements, the inspectors may, but shall not be required to, report their observations to the Owner. The inspector may direct the attention of the CMAR to such work defects or deficiencies, but nothing the inspector observes, says, or does shall relieve the CMAR from the obligation to perform the work strictly in accordance with the Contract Documents. The inspector shall have the authority to reject defective work. The Owner shall have the authority to suspend the work until an issue can be referred to and decided by the Owner. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract Documents. Inspectors shall in no case act as foremen or perform other duties for the CMAR or interfere with prosecution of the work.

4.1.5 Control of Work. The Owner Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the CMAR's responsibility and neither will be responsible for the CMAR's failure to carry out the work in accordance with the Contract. Neither the Owner nor the Owner will have control over or charge of or be responsible for acts or omissions of the CMAR or Subcontractors. Inspections by the Owner or designee shall not constitute control of individual workmen or the work. Direct control of workmen shall be solely the responsibility of the CMAR. Refer to General Provision Specification Section 50 for additional provisions related to Control of Work.

4.1.6 Communication with Owner. Except when direct communications have been specifically not authorized in the Contract, the CMAR shall communicate with the Owner. Communications by and

with Subcontractors shall be through the CMAR. Communications by and with other contractors shall be through the Owner.

4.1.7 Authority to Reject Work. The Owner the Inspectors shall have authority to reject work that does not comply with the Contract and to require additional testing and inspection.

4.1.8 Owner's Review of Submittals. The Owner will receive from the CMAR and review shop drawings and submittals as listed in Special Provision Specifications.

4.1.9 Limitation on Owner's Review of Submittals. The Owner will review or take other appropriate action on the CMAR's submittals such as shop drawings, working drawings, supplemental drawings, product data and samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract. The Owner's action will be taken within two (2) weeks of the date of submittal to the Owner. Review is for general compliance with the intent of the Contract Documents only. The CMAR is responsible for dimensions, quantities, performance, details, coordination with other trades, safety and other requirements of the Contract Documents. Review does not authorize changes to the contract requirements unless specifically stated in a separate letter of change order. The Owner's review of the CMAR's submittals shall not relieve the CMAR of the obligations under the Contract. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's review of a specific item shall not indicate approval of an assembly of which the item is a component.

4.1.10 Inspections by the Owner. The Owner will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will receive written warranties and related documents required by the Contract and assembled by the CMAR.

4.1.11 Aesthetic Decisions. The Owner's decisions on matters relating to aesthetic effect will be final.

4.1.12 Owner Representation at Site. The Owner will be represented at the Site by appropriate construction supervisory staff for the observation of the CMAR's work. The Owner will establish procedures for coordination among the Owner other contractors as appropriate for all aspects of the project.

4.1.13 CMARs Required to Attend Meetings. The Owner will call for weekly meetings of the CMAR and Subcontractors, as Owner deems necessary. Such meetings shall be held at the Site on regular working days during regular working hours, unless otherwise directed. Attendance shall be mandatory for all parties notified to attend, and the CMAR and Subcontractors so notified are required to have a responsible member of their organizations with full decision making authority in attendance.

4.1.14 Acts or Omissions by Owner. In no event shall any act or omission on the part of the Owner relieve the CMAR from its obligation to perform the work in full compliance with the Contract.

4.2 CLAIMS AND DISPUTES.

4.2.1 Time Limits on Claims. Claims by the CMAR must be made within the number of days specified in Sections 4.2.3, 4.2.4, 4.2.5 or 4.2.6 before the occurrence of the event giving rise to such claim. Claims shall be made by written notice. An additional claim made after the initial Claim has been implemented, by Change Order, shall not be considered.

4.2.2 Continuing Contract Performance. Pending final resolution of a claim, the CMAR shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract other than amounts in dispute.

4.2.3 Claims for Concealed or Unknown Conditions. If conditions are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract, (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent at the Site, and (3) could not have been discovered by a thorough inspection and investigation of the Site by the CMAR, the CMAR shall give written notice within 24-hours of observing such conditions to the Owner. The Owner will promptly investigate these conditions and, if they differ materially and cause an increase or decrease in the CMAR's cost of, or time required for, performance of any part of the work, may recommend to the Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner, in consultation with the Owner, determines that the conditions at the Site are not materially different from those indicated in the Contract and that no change in the terms of the Contract is justified, the Owner shall so notify the CMAR in writing, stating the reasons. Claims by the CMAR in opposition to such determination shall be made within three (3) calendar days after the Owner has given notice of the decision. Failure to give notice in strict compliance with this time frame shall constitute a waiver of such claim.

4.2.4 Claims for Additional Cost.

4.2.4.1 Required Notice Prior to Execution of Work. If the CMAR wishes to make Claim for an increase in the Contract Sum, written notice as provided in Section 4.2.4.2 shall be given 24-hours before proceeding to execute the work. If the CMAR believes additional cost is involved for reasons including but not limited to (1) a changed condition unknown to all parties at the time of bid, (2) an order by the Owner to stop the work where the CMAR was not at fault, (3) a written order for a major change in the work issued by the Owner, (4) failure of payment by the Owner, or (5) other reasonable grounds, the claim shall be filed in accordance with Section 4.2.4.2.

4.2.4.2 Claims for Adjustment and Disputes. If the CMAR wishes to make a claim for an increase in the Contract Sum, the CMAR shall give the Owner written notice thereof within 24-hours before proceeding with the work for the event giving rise to such claim, in the exercise of due diligence, for the condition giving rise to such Claim.

4.2.4.3 Waiver of Claim for Additional Cost. Failure to give notice of a claim for an increase in the Contract Sum, in strict compliance with the requirements of this Section 4.2.4 shall constitute a waiver of such Claim.

4.2.4.4 Not Used

4.2.4.5 Not Used

4.2.5 Claims for Additional Time.

4.2.5.1 Estimate of Cost and Delay. If the CMAR wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 4.2.5.4 shall be given. The CMAR’s claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay only one claim is necessary.

4.2.5.2 Adverse Weather. The CMAR is required, in preparing the Project Schedule, to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless actual monthly inclement weather exceeds the monthly average for that identified in **Table 1** for the same month. The City of Mesa average monthly precipitation data has been provided as shown in **Table 1** below, based on data published by the Western Regional Climate Center (Jan 2016). In addition, the excessive rainfall must have actually impacted Work Activities on the Critical Path and cause delay beyond any remaining Float at the time of the rain-caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on the CMAR. All other provisions in the Contract Documents relating to claims, including without limitation notice requirements, apply to any claim by the CMAR for a rain delay.

The CMAR shall request an extension of time in writing within twenty-four (24) hours after the event that caused the delay.

TABLE 1 – City of Mesa Average Monthly Precipitation Data.

Month	Average Monthly Precipitation
January	0.93-inches
February	0.89-inches
March	0.91-inches
April	0.36-inches
May	0.13-inches
June	0.09-inches
July	0.92-inches
August	1.13-inches
September	0.80-inches
October	0.56-inches
November	0.66-inches
December	0.98-inches

4.2.5.3 Critical Path. No extension of time shall be granted to the CMAR for a delay caused by the Owner, any of the other contractors, or other causes beyond the CMAR’s control, unless the delay affects the critical path of the Project and then only to the extent that the delay affects the critical path. No extension of time shall be granted to the CMAR to the extent that, notwithstanding the existence of any such circumstance beyond the CMAR’s control, delay would have resulted in any event due to a concurrent unexcused delay by the CMAR.

4.2.5.4 Notice of Claim for Additional Time. If the CMAR contends that it is entitled to an extension of time for completion of any portion or portions of the work, the CMAR shall, within 24-hours of the occurrence of the cause of the delay, notify the Owner in writing of its Claim, setting forth (a) the cause of the delay, (b) a description of the portion or portions of work affected by the delay, (c) the specific number of days of delay for which an extension of time is requested, and (d) all details pertaining thereto. Within three (3) calendar days after the expiration of any such delay, if such delay continues after the filing of the Claim pursuant to the foregoing sentence, the CMAR shall deliver to the Owner a subsequent written application for the specific number of days of extension of time requested.

4.2.5.5 Request for Changes in Time Resulting from Change in Work. For changes in the work which significantly affect the time and progress of the work, any time extension shall be requested no later than when the change in the work is requested.

4.2.5.6 Waiver of Claim for Additional Time. Failure to give notice of a Claim for extension of time in strict compliance with the requirements of this Section 4.2.5 shall constitute a waiver of such Claim.

4.2.6 Injury or Damage to Person or Property. If the CMAR suffers injury or damage to person or property because of an act or omission of the Owner, written notice of such injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding 24-hours after first observance. The notice shall provide sufficient detail to enable the Owner to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Section 4.2.4 or 4.2.5.

4.3 DISPUTE RESOLUTION.

4.3.1 Negotiations. If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.

4.3.2 Mediation. Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

4.3.3 Binding Dispute Resolution. Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules

mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

ARTICLE 5 SUBCONTRACTORS**5.1 CONTRACTUAL RELATIONSHIP.**

Nothing contained in the Contract shall create any contractual relationship between the Owner any Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Division of Work. The CMAR shall submit a Subcontractor List with his bid. The CMAR shall designate and distinguish in writing with his Bid those portions of the work to be performed by Subcontractors and the CMAR's own forces.

5.2.2 Proposed Subcontractors. The CMAR shall furnish in writing to the Owner for review by the Owner the names of persons or entities (including those who are to furnish materials or equipment) proposed for each principal portion of the work with his Bid. The proposed Subcontractors shall be established, reputable firms of recognized standing with a record of successful and satisfactory past performance with the type of work and/or items proposed to be provided or furnished by them. The CMAR shall with this information provide an experience statement or other requested information providing evidence of the Subcontractors' qualifications for the work and experience with similar projects. The Owner shall have the right to reject any proposed Subcontractor for whom they have a reasonable objection. The Owner will promptly reply to the CMAR in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

5.2.3 Opportunity to Review List of Proposed Subcontractors. No subcontracts shall be executed until the Owner have had a reasonable opportunity to review the list of Subcontractors. The CMAR shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection.

5.2.4 Reasonable Objection to Proposed Subcontractors. If the Owner has reasonable objection to a person or entity proposed by the CMAR, the CMAR shall propose another to whom the Owner has no reasonable objection. No increase in the GMP or Contract Time shall be allowed for such change.

5.2.5 Reasonable Objection to Removing Approved Subcontractors. The CMAR shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

5.2.6 CMAR Responsibility Not Diminished. The right of the Owner to reject proposed Subcontractors shall not diminish the CMAR's responsibility for the performance of the CMAR's Subcontractors. The CMAR shall continue to be fully responsible to the Owner for the proper, complete and timely execution of the work, even though a portion of such work has been subcontracted to a Subcontractor acceptable to the Owner.

5.3 SUBCONTRACTUAL RELATIONS.

5.3.1 Subcontractors Subject to Contract. By an appropriate written Agreement, the CMAR shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the CMAR by the terms of the Contract, and to assume toward the CMAR all the obligations and responsibilities which the CMAR assumes toward the Owner, except with respect to the ADR provisions of this Contract. The CMAR shall require its Subcontractors to enter into similar agreements with their Subcontractors, except with respect to the ADR provisions of this Contract. The CMAR shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of this Contract to which the Subcontractor will be bound, except with respect to the ADR provisions of this Contract. Each Subcontractor shall similarly make copies of this Contract available to their Subcontractors.

5.3.2 Terms to be Included in Subcontracts. All work performed for the CMAR by a Subcontractor shall be pursuant to a written subcontractor agreement between the CMAR and the Subcontractor. The CMAR will insure that each such subcontract contains provisions requiring:

- .1 that the work be performed and guaranteed in accordance with the requirements of this Contract.
- .2 submission to the CMAR of Applications for Payment under each subcontract, and reasonable time to enable the CMAR to apply for payment in accordance with Article 9;
- .3 that the Subcontractor pay sub-subcontractors in accordance with A.R.S. § 32-1129.02 and 34-221(E);
- .4 that the Subcontractor purchase and maintain insurance and comply with all insurance provisions as required by Article 11; and
- .5 that the Subcontractor consent to an assignment of the subcontract from the CMAR to the Owner in the event of termination of the CMAR by the Owner.
- .6 all Federal Assurances as listed in these Specifications.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACT.

The CMAR hereby assigns a portion of the work to the Owner any subcontracts held by the CMAR provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.1 and only for those subcontracts which the Owner accepts by notifying the Subcontractor in writing; and
- .2 assignment is subject to the prior rights of the Surety, if any, obligated under the bond required by the Contract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS.**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts involving different Engineers. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the Site.

6.2 MUTUAL RESPONSIBILITY.

6.2.1 Coordination with Owner's Forces. The CMAR shall afford the Owner's own forces and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the CMAR's construction and operations with theirs as required by the Contract.

6.2.2 Defects in Other Work. If part of the CMAR's work depends upon construction or operations by the Owner's own forces or other contractors, the CMAR shall, prior to proceeding with that portion of the work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results. Failure of the CMAR to so report shall constitute an acknowledgment that the Owner's own forces or other contractors' completed or partially completed construction is fit and proper to receive the CMAR's work, except as to defects not then reasonably discoverable.

6.2.3 Damage to Other Work. The CMAR shall promptly remedy damage caused by the CMAR to the completed or partially completed Project or to the property of the Owner or other contractors.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGE ORDERS.

7.1.1 Defined. A Change Order is a written order to the CMAR signed by the Owner authorizing a change in the (1) Work, (2) Contract Sum or (3) Contract Time. Only a Change Order may change the Contract Sum or Contract Time. The CMAR or its Subcontractors shall not perform any work for which the CMAR intends to seek additional money or an extension of time unless the CMAR obtains a written Change Order or written approval by the Owner prior to performing the work. A Change Order signed by the CMAR indicates the CMAR's agreement therewith, including without limitation, any adjustment in the Contract Sum or Contract Time. A Change Order signed by the CMAR without any indication of change in the GMP or Contract Time indicates the CMAR's agreement that there will be no change in the Contract Sum or Contract Time (collectively "Change Order").

7.1.2 Contract Sum. Adjustments to the Contract Sum shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract or subsequently agreed upon;
- .3 actual cost of the change, as determined by payroll records and paid receipts, plus allowances for the CMAR's overhead and profit as provided for in Section 7.1.4 subject to a predetermined maximum amount, less applicable trade discounts, rebates, credits or other such reductions in cost made available to CMAR; and
- .4 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed percentage fee of 6.5% as provided in the GMP.

7.1.3 Itemized Costs. For the purpose of preparing Change Orders, the CMAR shall submit to the Owner a complete itemization of all costs required for the change in such form and detail requested by the Owner.

7.1.4 Overhead and Profit. The maximum that will be allowed for combined overhead and profit, expressed as a percentage of the actual basic cost of the change, shall be as set forth in the Contract GMP. However, the percentage for overhead and profit allowed by the Owner may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the CMAR merely processing a substantial Change Order to a Subcontractor).

7.1.5 Limitations on Costs. Costs for changes, to which overhead and profit are to be applied, shall be limited to the following:

- .1 actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 actual costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, less applicable trade discounts, rebates credits or other such reductions in cost made available to CMAR;
- .3 actual rental costs of machinery and equipment per ADOT schedule of equipment rates.
- .4 actual costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

7.1.6 Costs of Material. Material costs shall be at the actual cost to the CMAR or Subcontractor. Upon request, the CMAR, or Subcontractor, shall submit evidence to substantiate the costs. Materials shall be quoted at trade discount price, with quantity discounts also applied where the quantities warrant. Cash or prompt payment discounts need not be credited. In any proposal with material credits, the credit shall be based on the actual contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning material that has been delivered. No cancellation or restocking charge will be allowed when material has not been shipped.

7.1.7 Actual Costs. Except for changes based on unit prices included in the Contract, cost changes shall be computed by determining the actual cost enumerated in Section 7.1.5 to which the combined overhead and profit may be added, and then adding the tax on materials.

7.1.8 Unit Prices. Unit prices proposed on the bid form and included in the Contract are not subject to further overhead and profit adjustments. The Contract Sum will be adjusted by the direct extension of the number of units and the unit prices.

7.1.9 Impact Costs. No claim for impact costs resulting from the performance of a Change Order will be permitted against the Owner, or any other party in privity of contract with the Owner with respect to the Project after the time the Change Order is signed by the CMAR.

7.1.10 Prompt Response to Proposed Changes. The CMAR shall promptly respond to requests for proposals for changes initiated by the Owner, and in any event shall provide a written itemized proposal in response to any such request within five (5) calendar days after such request is made to the CMAR.

7.1.11 Final Settlement. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change

may have on the unchanged work, and any and all adjustments to the Contract Sum or the Contract Time. In the event a Change Order increases the Contract Sum, the CMAR shall include the work covered by such Change Orders in Applications for Payment as if such work were originally part of the Contract. Agreement on any Change Order releases the Owner, and any other party in privity of Contract with the Owner with respect to the Project from all claims or liabilities arising in any way in connection with, or in any way association with, such change.

7.2 CHANGE DIRECTIVE.

7.2.1 Defined. A Change Directive is a written order prepared by the Owner signed by the Owner directing the CMAR to proceed with a change in the work when the Owner CMAR do not agree on the extent of the work, Contract Sum, or Contract Time related to the requested change (“Change Directive”). The Change Directive shall include a proposed basis for adjustment in the Contract Sum or Time, if any adjustment is to be made.

7.2.2 Contract Sum. If the Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.1.5.

7.2.3 CMAR’s Duty to Proceed with the Change in the Work. Upon receipt of a Change Directive, the CMAR shall promptly proceed with the change in the work involved and advise the Owner of the CMAR’s agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.2.4 CMAR’s Signature on Change Directive. A Change Directive signed by the CMAR indicates the agreement of the CMAR therewith, including adjustment in Contract Sum and Contract Time and the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.2.5 Change Order Required for Payment. Pending final determination of cost by the Owner, amounts not in dispute in a Change Directive may be included in Applications for Payment, provided amounts not in dispute have been previously approved in a Change Order. The amount of credit to be allowed by the CMAR to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as determined by Sections 7.1.4 and 7.1.5 and confirmed by the Owner. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3 MINOR CHANGES IN THE WORK.

The Owner will have authority to order minor changes in the work not involving adjustment in the Contract Sum or Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by written order issued through the Owner, and shall be binding on the CMAR. The CMAR shall carry out such written orders promptly.

7.4 PAYMENT FOR EXTRA WORK.

Extra work, performed in accordance with the subsection 40-04 of the General Provisions, titled EXTRA WORK of Section 40, will be paid for at the Contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials, overhead, taxes, insurance and profit, as follows:

- .1 General Contractor Self-Performed Work and Subcontractor Work Markups. For overhead and profit, the actual or approved costs for equipment, material, and labor shall be marked up by twelve (12.0) percent for profit and overhead.
- .2 General Contractor Markups of Subcontractor Work. The CMAR will be allowed to markup actual or approved subcontractor costs for equipment, material, and labor (excluding subcontractor overhead and profit) by seven and one half (7.5) percent.
- .3 Subcontractor Markups for Self Performed Work. The subcontractor will be allowed to markup actual or approved costs for equipment, material, and labor performed by that subcontractor's own forces, shall be marked up by twelve (12.0) percent.
- .4 Subcontractor Work Markups for Sub-subcontractors. The subcontractor will be allowed to markup actual or approved costs for equipment, materials and labor performed by the sub-subcontractor by five (5.0) percent.
- .5 Bond. The CMAR shall be allowed to markup the cost for change order work for payment and performance bonds utilizing the same percentage used on the initial Contract and shall submit verification of this percentage from the bonding company.
- .6 Insurance. The CMAR shall be allowed to markup the cost for change order work plus bond costs for property damage/public liability insurance, utilizing the same percentage used on the initial Contract. Verification, form insurance carriers, of this percentage shall be submitted with the initial change order request.
- .7 Sales Tax. The CMAR shall be allowed to markup the cost for change order work plus bond and insurance cost by the current, approved sales tax rate required by the City of Mesa unless modified by the Military Re-Use Zone Tax Credit.

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- .8 Equipment. For all equipment, the use of which has been authorized by the Engineer, except for small tools and manual equipment, the CMAR will be paid in accordance with the latest Schedule of Equipment Rates used by the Arizona Department of Transportation.
- .9 Material. For all material, accepted by the Engineer and used in the work, the CMAR will be paid the actual cost of such material. See General Conditions Section 7.1.6 for additional information.
- .10 Labor. For all labor and for the foreman, when he is in direct charge of the operation, the CMAR will be paid the actual wages paid.
- .11 Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- .12 Comparison of Records. The CMAR and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the CMAR and the Engineer or their duly authorized representatives. The CMAR shall submit all required backup and supplemental information, calculations, invoices, etc., that are required to justify and support all CMAR, subcontractor and/or supplier costs.
- .13 Statement. No payment will be made for work performed on a force account basis until the CMAR has furnished the Engineer with an itemized statement of the cost of such force account work detailed as follows:
- Name, classification, date, daily hours, total hours, rate and extension for each laborer and operator.
 - Designation, dates, daily hours, total hours, rental rate(s), and extension for each unit of machinery and equipment.
 - Quantities of materials, prices, and extensions.
 - Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges.

ARTICLE 8 TIME

8.1 PROGRESS AND COMPLETION.

8.1.1 Consent to Contract Time. The CMAR acknowledges that the Contract Time is a reasonable period for performing the work, and that it is capable of properly completing the work within the Contract Time.

8.1.2 Effective Date of Insurance. Except by agreement or instruction of the Owner in writing, the CMAR shall not knowingly prematurely commence operations on the Site or elsewhere before the effective date of insurance provided by CMAR under Section 11.2 and bonds to be furnished by the CMAR under Section 11.3.1.

8.1.3 Compliance with Contract Time. The CMAR shall carry the work forward expeditiously with adequate forces to maintain progress in accordance with the CMAR Construction Schedule and the work Milestone Dates, if any, and to complete the work within the Contract Time.

8.1.4 Notice Required Before Commencing Work. The CMAR shall give notice in writing at least forty-eight (48) hours before commencement of the work, to all persons, public utility companies, owners of property having structures or improvements in proximity to the Site, superintendents, inspectors, or those otherwise in charge of property, streets, water lines, gas lines, sewer lines, telephone cables, electric cables, railroads, or others who may be affected by CMAR's operations, in order that they may remove any obstruction for which they are responsible, and have representation on the Site to see that their property is properly protected. Such notice does not relieve the CMAR of responsibility for any damages, claims, or defense of all actions against the Owner resulting from performance of the work.

8.1.5 Maintenance of Utilities. The CMAR shall (1) protect utilities encountered whether indicated on Drawings or not; (2) exercise care in excavation around utilities; (3) restore any damaged items to the same condition (or better) as existed prior to starting the work; and (4) maintain utilities or other services indicated to be abandoned in service until new services are provided, tested, and ready for use.

8.2 DELAYS AND EXTENSIONS OF TIME.

8.2.1 Notice of Delays. The CMAR shall provide prompt written notice to the Owner of the occurrence of any delay, and in no event shall such notice be given later than (24) hours after commencement of the delay. The CMAR agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the CMAR, and (2) could not have been limited or avoided by the CMAR's timely notice to its suppliers, Subcontractors, the Owner of the delay.

8.2.2 Claims for Additional Time. Claims relating to time shall be made in accordance with Section 4.2.5.

8.2.3 Recovery of Damages Not Precluded. This Section 8.2 does not preclude recovery of damages for delay by either party.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES.

At least thirty (30) calendar days before the first Application for Payment is submitted, or at the Pre-construction conference, whichever is sooner, the CMAR shall submit to the Owner a schedule detailing values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require (“Schedule of Values”). The Schedule of Values shall detail labor, materials and transportation costs for each pay item. This schedule, after acceptance by the Owner, shall be used as a basis for reviewing the CMAR’s Applications for Payment.

9.2 APPLICATIONS FOR PAYMENT.

9.2.1 Defined. On the 25th of each month or the next Business Day if the 25th is a legal holiday or weekend, the CMAR shall submit to the Owner an itemized application requesting payment for work completed in accordance with the Schedule of Values, substantiating the CMAR’s right to payment as the Owner may require, such as copies of requisitions from Subcontractors and reflecting retainage (“Application for Payment”).

9.2.3 Change Order Required for Payment. Applications for Payment may not include requests for payment on account of changes in the work which have been properly authorized by Change Directives but not yet included in executed Change Orders.

9.2.4 Disputes with Subcontractors. Applications for Payment may not include requests for payment of amounts the CMAR does not intend to pay to a Subcontractor because of a dispute or other reason.

9.2.5 Retainage. Until the work is fifty (50) percent complete, the Owner will retain ten (10) percent of the amount due the CMAR on account of progress payments. When the contract is fifty (50) percent complete, one-half of the amount retained shall be paid to the CMAR upon the CMAR’s written request to Owner, provided the CMAR is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be escrow. At the time the work is fifty (50) percent complete and thereafter, five (5) percent of the amount of each progress payment will be retained unless the Owner determines that the CMAR is not making satisfactory progress or is in default under the Contract. If the Owner determines that the CMAR is not making satisfactory progress or is in default under the Contract, the Owner may continue or reinstate retainage of up to ten (10) percent for all progress payments made under the Contract subsequent to the determination. (Note that the Owner will accept Deposits in Escrow in accordance with *General Provisions* Section 90-08 PAYMENT OF WITHELD FUNDS in lieu of retention of partial payments).

9.2.6 Payment for Stored Materials. Unless otherwise provided in the Contract, payments shall be made on account of materials delivered and suitably stored at the Site for subsequent incorporation in the work. Payment will not be made for materials and equipment suitably stored off the Site.

Payment for materials and equipment stored on the Site shall be conditioned upon (1) compliance by the CMAR with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, (2) property insurance as set forth in Section 11.1.1.4.2, (3) transportation to the Site, and (4) all other requirements as listed in the General Provision Specifications, Section 90-07, Payment for Materials on Hand. The Owner will not consider requests to pay for items that are stored offsite, or off-the-shelf type materials not requiring a long lead time to order.

9.2.7 Lien Waivers. The CMAR warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The CMAR also warrants that upon submittal of an Application for Payment all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the CMAR, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the work. All Applications for Payment shall include lien waivers executed by the CMAR and all Subcontractors providing labor, equipment or materials for the work in the form set forth in A.R.S. § 33-1008. If a Subcontractor, sub-subcontractor, vendor, supplier, manufacturer, or other entity or person supplying labor, equipment, or materials related to the work refuses to furnish a lien waiver for CMAR's Application for Payment, the CMAR shall furnish a bond satisfactory to the Owner against such possible lien prior to payment. Payment shall not be due until CMAR furnishes such bond. The CMAR shall also indemnify defend and hold harmless the indemnified parties against any lien by any Subcontractor, sub-subcontractor, vendor, supplier, manufacturer or other entity or person supplying labor, equipment, or materials related to the work.

9.2.8 Certified Payroll and Statement of Compliance. The Owner shall return the monthly progress payment application to the CMAR with no action if all certified payrolls and statement of compliance have not been submitted to the Owner through the ending date of the monthly progress payment application.

9.3 RECOMMENDATION FOR PAYMENT.

9.3.1 Timing for Payment. The Owner shall pay the CMAR within fourteen (14) days once the CMAR's Application for Payment has been approved and certified by the Owner. In addition to the amount withheld under Section 9.2.4, the Owner may withhold an additional amount from the progress payment sufficient to pay the expenses that the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. Undisputed portions of progress payments shall be paid monthly after an Application for Payment is submitted to the Owner. The Owner shall recommend payment to the Owner only upon the Owner's determination that the work has progressed to the point indicated in the CMAR's Application for Payment and that to the Owner's knowledge, information and belief, the quality of the work is in accordance with the Contract.

9.3.2 Not Used.

9.3.3 Recommendation Subject to Later Evaluation. The recommendation of the Owner the decision of the Owner to make a payment is subject to later evaluation of the work for conformance with the Contract upon Substantial Completion, to results of subsequent tests and

inspections, to minor deviations from the Contract correctable prior to completion and to specific qualifications expressed by the Owner. The issuance of a recommendation for payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed the CMAR's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the CMAR's right to payment, or (4) made examination to ascertain how or for what purpose the CMAR has used money previously paid on account of the Contract Sum.

9.4 DECISIONS TO WITHHOLD RECOMMENDATION.

9.4.1 Criteria for Withholding Recommendation. The Owner may decide not to recommend payment and may withhold a recommendation in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required in Section 9.3.1 cannot be made. If the Owner is unable to recommend payment in the amount of the Application for Payment, the Owner will notify the CMAR and Owner as provided in Section 9.3.1. If the CMAR and Owner cannot agree on a revised amount, the Owner will promptly issue a recommendation for the amount for which the Owner is able to make such representations to the Owner. The Owner may also decide not to recommend payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a recommendation previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- .1 defective work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the CMAR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another CMAR;
- .6 reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the work in accordance with the Contract;
- .8 failure to submit lien waivers as required by Section 9.2.6;
- .9 unsatisfactory prosecution of the work or failure to comply with the work Milestone Dates or CMAR Construction Schedule;
- .10 failure to supply Shop Drawings or other required submittals;
- .11 erroneous estimates by the CMAR of the value of the work performed; or
- .12 the existence of a breach by the CMAR of any provision in the Contract.

9.4.2 Recommendation Made Upon Compliance. When the above reasons for withholding recommendation are removed, recommendation will be made for amounts previously withheld.

9.5 PAYMENTS TO SUBCONTRACTORS.

Prompt Payment. The CMAR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime CMAR receives from Owner. The CMAR agrees further to return retainage payments to each subcontractor for work satisfactorily completed within 7 days from receipt of payment the CMAR receives from Owner. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner.

For purposes of this section, 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 Owner has made an incremental acceptance of a portion of this Contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

CMAR must insert the above clause, or language with the same intent, in all subcontracts as a result of this contract.

9.5.1 No Obligation to Oversee Payments. Neither the Owner nor Owner shall have an obligation to pay or to see to the payment of money to a Subcontractor.

9.5.2 Payment Not Acceptance of Work. A payment recommendation, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of work not in accordance with the Contract.

9.6 NOT USED.

9.7 NOT USED.

9.8 SUBSTANTIAL COMPLETION.

9.8.1 Defined. Substantial completion is the stage in the progress of the work when all of the work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the project for its intended use. For the project and each construction phase to be substantially complete, the following items must be completed in accordance with the Contract Documents: **all new Work identified in the Contract Documents shall be complete and operational leaving only items identified on the final punchlist outstanding.** The project area must be open and fully operational for airport and aircraft operations use as intended and shown in the plans. The purpose of granting or acknowledging substantial completion is to stop Contract time. Granting of substantial completion will eliminate the possibility of incurring liquidated damages or additional liquidated damages beyond the substantial completion date, whichever case may apply. The date of substantial completion shall be the date the Owner receives, in writing, notification from the CMAR, that the work is substantially complete. If upon inspection the project Owner determines that the project is not substantially complete and/or not ready for inspection, the date of notification from the CMAR will become void. In the event that the Owner grants substantial completion, the CMAR shall have thirty (30) calendar days thereafter to complete punch list work, unless the Owner grants additional time in writing. In no case shall a CMAR be granted more than thirty (30) calendar days to complete punch list work, unless there are extenuating circumstances

such as a labor strike or circumstance beyond the CMAR's control that would necessitate a further time extension.

In the event the CMAR fails to complete the punch list work within thirty (30) calendar days following the Contract completion date, or in the case of specialized situations within the additional time allotted by the Owner, the CMAR may be declared in default, and the Owner may order the work completed by others. In the event of default, as described herein, the Owner shall withhold from the CMAR's final payment, an amount equal to at least twice the estimated cost of the remaining work. In addition, the Owner shall withhold the retention or securities deducted from Contract progress payments until all punch list work has been satisfactorily completed, whereupon twice the amount of the actual cost of completing the work shall be deducted from the CMAR's final payment and the remaining funds, if any, including the Contract retention, shall be released in accordance with the conditions set forth in Contract retention. The authority to determine whether the CMAR has achieved Substantial Completion is vested in the first instance with the Owner in consultation with the Owner, and ultimately in the Owner, whose decision shall be final and binding.

9.8.2 Certificate of Substantial Completion. When the CMAR considers that all of the work that the Owner agrees to accept as substantially complete, the CMAR shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected. The CMAR shall, within 30 calendar days, complete and correct all items on the list, unless the Owner in writing grants a longer time. Failure to include an item on such list does not alter the responsibility of the CMAR to complete all work in accordance with the Contract. Upon receipt of the list, the Owner will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract, the CMAR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. The CMAR shall then submit a request for another inspection by the Owner to determine Substantial Completion. When the work or designated portion thereof is substantially complete, the Owner will prepare a certificate which shall (1) establish the date of Substantial Completion, and (2) shall fix the time within which the CMAR shall finish all items on the list accompanying the Certificate ("Certificate of Substantial Completion"). The Certificate of Substantial Completion shall be submitted to the Owner CMAR for their written acceptance of responsibilities assigned to them in such Certificate.

9.9 FINAL COMPLETION AND FINAL PAYMENT.

9.9.1 Final Inspection/Request for Punch List. Following the issuance of a Certificate of Substantial Completion for the work and upon completion of the work, the CMAR shall forward to the Owner a written notice that the work is ready for final inspection and acceptance and shall also forward to the Owner a final Application for Payment. Upon receipt, the Owner will promptly make such inspection. When the Owner, upon consultation with the Owner, finds the work acceptable under the Contract and the Contract fully performed, the Owner will promptly issue a final recommendation stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the work has been completed in accordance with the Contract and that the remaining Contract Sum is due, including all retainage, less authorized deductions.

9.9.2 Conditions to Final Payment. Final Payment to the CMAR shall be made within sixty (60) days after compliance Sections 9.9.1 and 9.9.2. Neither Final Payment nor any remaining retainage shall become due until the CMAR submits to the Owner (1) an original affidavit acknowledging that all Subcontractors, material suppliers, payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) an original certificate evidencing that insurance required by Section 11.2 is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the CMAR knows of no reason that the insurance will not cover the period required by Section 11.1, (4) the written consent of the Surety to Final Payment, (5) Record Drawings in accordance with Paragraph 3.12.2 and the Special Provision Specifications, certified by the CMAR that the Drawings as submitted are accurate and complete, (6) five (5) sets of manuals, indexed and bound, containing the manufacturer's warranties, instructions for maintenance and operation of each item of equipment and apparatus included in the work, and (7) a full and final release and waiver of liens from the CMAR and all Subcontractors. If a Subcontractor refuses to furnish a release and waiver of liens, the CMAR shall furnish a bond satisfactory to the Owner against such possible liens prior to Final Payment. Final Payment shall not be due until the CMAR furnishes such bond. The CMAR shall also indemnify, defend, and hold harmless the indemnified parties against liens by any Subcontractor (collectively "Final Payment").

9.9.3 Delay of Final Completion. If, after Substantial Completion of the work, Final Completion thereof is materially delayed through no fault of the CMAR or by issuance of Change Orders affecting Final Completion, and the Owner so confirms, the Owner shall, upon application by the CMAR and recommendation by the Owner, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. In such case, the Owner will retain at least two times the value of the incomplete or uncorrected parts of the work, as determined by the Owner in consultation with the Owner. If the remaining balance for work not fully completed or corrected is less than retainage stipulated in the Contract the written consent of Surety to payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CMAR to the Owner prior to recommendation of such payment. Such payment shall be made under terms and conditions governing Final Payment.

9.9.4 Waiver of Claims. Acceptance of payment by the CMAR or Subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.10 INSPECTION BY OWNER.

The Owner will make up to two inspections of the work for the purpose of determining Substantial Completion and up to two inspections of the work for the purpose of determining Final Completion. If, after making either of such inspections, the Owner determines that the work is not substantially complete or finally complete (as the case may be), the CMAR shall be responsible for the costs of the Owner incurred in the performance of additional inspections for the purpose of determining Substantial Completion or Final Completion (as the case may be).

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**10.1 SAFETY PRECAUTIONS AND PROGRAMS.**

10.1.1 CMAR's Responsibility. The CMAR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CMAR shall have a written safety program for the work and shall submit two (2) copies of this safety program to the Owner within fifteen (15) days of the Contract award.

10.1.2 Remedy for Failure to Maintain Safety. If the CMAR fails to maintain the safety precautions required by law, the Owner may take action as necessary and charge the CMAR therefore. However, the failure of the Owner to take any such action shall not relieve the CMAR of its obligations set forth in Section 10.1.1. If the CMAR fails to maintain the safety precautions required by law, the CMAR shall, if directed by the Owner, remove all forces from the Project without cost or loss to the Owner until the CMAR complies with such safety precautions.

10.1.3 Environmental Hazards. In the event the CMAR encounters on the Site material reasonably believed to contain asbestos, polychlorinated biphenyls (PCBs), petroleum based substances, or hazardous substances (as defined or regulated under any federal, state, or local law), the CMAR shall (1) immediately suspend the work in the area affected and report the condition to the Owner by the fastest available means and follow up in writing; and (2) take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials. The work in the affected area shall not thereafter be resumed except by written consent of the Owner. In no event shall the Owner have any responsibility for any substance or material that is brought to the Site by the CMAR, any Subcontractor, any material-men or supplier or any entity for which any of them is responsible. The CMAR agrees not to use any fill or other materials to be incorporated into the work that are hazardous, toxic or comprised of any items that are hazardous or toxic. CMAR shall indemnify, defend, and hold harmless, the indemnified parties from and against any and all liabilities, claims, or demands (including attorney's fees and costs) arising out of or resulting from the presence, uncovering, release of suspected or confirmed asbestos, polychlorinated biphenyls (PCBs), petroleum based substances, or hazardous substances to the extent caused by the negligence of, or failure to comply with the terms and conditions of the Contract by, the CMAR, any Subcontractor, any material-men or supplier, or any entity for whom any of them is responsible.

10.1.4 Duty to Suspend the Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the Site by the CMAR, the CMAR shall, upon recognizing the condition, immediately suspend the work in the affected area and report the condition to the Owner in writing.

10.2 SAFETY OF PERSONS AND PROPERTY.

10.2.1 CMAR's Duty to Protect. The CMAR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the work and other persons who may be affected thereby;

- .2 the work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the CMAR or the CMAR's Subcontractors;
- .3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, Taxiways, Runways, Aprons, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

10.2.2 Compliance with Safety Notices and Laws. The CMAR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 Safety Precautions. The CMAR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The CMAR shall also be responsible, at the CMAR's sole cost and expense, for all measures necessary to protect any property adjacent to the Site and improvements thereon. The CMAR shall promptly repair any damage to such property or improvements. Without limiting the indemnity provisions elsewhere in the Contract, the CMAR shall indemnify, defend and hold harmless the indemnified parties from and against any and all liabilities, claims or demands (including attorney's fees and costs) arising out of or resulting from damage to such property or improvements.

10.2.4 Use of Explosives or Hazardous Materials. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the CMAR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the CMAR shall secure the Owner's approval prior to their storage or use.

10.2.5 CMAR Liability. The CMAR shall promptly remedy damage and loss to any property caused in whole or in part by the CMAR or Subcontractor or anyone or by anyone for whose acts they may be liable.

10.2.6 Safety Representative. The CMAR shall designate a responsible member of the CMAR's organization at the Site whose duty shall be the prevention of accidents. This person shall be the CMAR's superintendent unless otherwise designated by the CMAR in writing to the Owner. This person shall conduct regular safety meetings for employees of the CMAR and Subcontractors engaged in construction activities at the Site.

10.2.7 Loading Precautions. The CMAR shall not load or permit to be loaded any part of the Project including the structure or the Site in such a way as to cause damage to or endanger the Project or any persons or entities at the Site during or after completion of the work.

10.2.8 Accident Reports. The CMAR shall immediately report in writing to the Owner all accidents arising out of or in connection with the work which cause death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death or serious personal injuries or serious damages are caused, immediately report the accident by telephone or messenger to the Owner.

10.2.9 Safety Cooperation. The CMAR and its Subcontractors shall cooperate fully with all interested persons on accident prevention.

10.2.10 Risk of Loss. The CMAR shall be fully responsible for, and shall bear the full risk of loss of, all the CMAR's tools, equipment, materials, and other property, notwithstanding any security measures for the Site provided by the Owner.

10.3 EMERGENCIES.

In an emergency affecting safety of persons or property, the CMAR shall act, at the CMAR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CMAR on account of an emergency shall be determined as provided in Section 4.2 and Article 7.

ARTICLE 11 INSURANCE**11.1 CMAR-PROVIDED INSURANCE.**

11.1.1 Scope. The CMAR and Subcontractors shall purchase from and maintain in a company or companies authorized to do business in Arizona insurance specified in the CMAR Contract as well as the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CMAR, his agents, representatives, employees, or subcontractors. Such insurance shall be effective for the duration of the contract and for ten (10) years thereafter.

11.1.1.1 Workers' Compensation. Workers' Compensation insurance with statutory limits as required by the State of Arizona and Employer's Liability insurance with limits of no less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease and a \$1,000,000 policy limit for bodily injury by disease. Such Workers' Compensation insurance will cover obligations imposed by federal and state statutes having jurisdiction of CMAR's or Subcontractors' employees while performing work at locations other than the Site and shall cover CMAR's employees after Substantial Completion of the work and Subcontractor's employees after Subcontractor has substantially performed its Subcontract.

11.1.1.2 Commercial General Liability. Commercial General Liability insurance, with a combined single limit of \$2,000,000 per occurrence and in the annual aggregate. Such insurance shall include coverage for Bodily Injury, Property Damage, Personal Injury, Broad Form Property Damage (including Completed Operations), Contractual, Contractors' Protective, Products and Completed Operations, and the hazards commonly referred to as "XCU." This insurance shall also be required for work performed at locations other than the Site, shall cover CMAR after Substantial Completion of the work, and shall cover Subcontractor after Subcontractor has substantially performed its Subcontract. Further, this insurance shall contain a severability of interest provision.

11.1.1.3 Business Automobile Liability. Business Automobile Liability insurance, with a combined single limit no less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage with respect to all vehicles used in performance of the work on or off the Site, whether owned, non-owned, leased, hired, assigned, or borrowed. If CMAR, his agents, representative, employees, or subcontractors are operating in the Air Operations Area (airside), the combined single limit for Bodily Injury and Property Damage shall be no less than \$5,000,000 per accident.

11.1.1.4 Not Used.

11.1.1.5 Not Used.

11.1.1.6 Property Insurance. All-risk property insurance covering damages and/or destruction of all materials which will become part of the work until such materials are delivered to the Site.

11.1.2 Additional Insured. The policies required by Sections 11.1.1.2 and 11.1.1.3 herein shall be endorsed to include Phoenix-Mesa Gateway Airport Authority and the Owner their officers' employees, successors and assigns as additional insured, shall provide that the insurance shall be

primary, and shall stipulate that any insurance carried by the additional insured and their officers or employees, shall not be contributory insurance.

11.1.3 Waiver. CMAR and Subcontractors waive all rights of recovery against Phoenix-Mesa Gateway Airport Authority and the Owner, their directors, officers, employees, successors and assigns, and shall require its insurers to waive all rights of subrogation against Phoenix-Mesa Gateway Airport Authority and the Owner, and all of their respective directors, officers, employees, successors and assigns.

11.1.4 CMAR to Provide Certificates of Insurance. Before commencing any work under this Contract, CMAR shall furnish Owner with Certificates of Insurance issued by CMAR's and Subcontractors' insurer(s), as necessary, in a form acceptable to Owner, as evidence that the insurance policies, including all applicable endorsements, providing the coverage, conditions, and limits required by this Section 11.1, are in full force and effect. Owner has the right to request and receive promptly from the CMAR certified copies of any or all of such insurance policies and/or endorsements. Owner will not be obligated, however, to review such certificates, policies, and endorsements, or to advise CMAR of any deficiencies in such documents, and such receipts shall not relieve CMAR from, or be deemed a waiver of, Owner's right to insist on strict fulfillment of CMAR's obligations hereunder.

11.1.5 Cancellation Notice. CMAR's and Subcontractors' Certificates of Insurance shall identify the Contract number and shall provide for not less than thirty (30) days' advance notice of any cancellation, termination, or alteration **affecting the minimum required amounts of insurance (Addendum No. 2, 5.11.17)**. All such certificates, endorsements, and notices shall be sent to the following:

Owner:	Phoenix-Mesa Gateway Airport Authority
Address:	5835 South Sossaman Road Mesa, Arizona 85212-6014
Attn:	Mr. Bob Draper, PE – Engineering and Facilities Director

11.1.6 Costs of CMAR-Provided Insurance. Costs of all insurance coverage required by Section 11.1 are the sole responsibility of the CMAR.

11.1.7 Cancellation of Insurance. In the event that any insurance coverage for the work is cancelled or terminated, CMAR agrees to replace the insurance without any lapse of protection to Owner.

11.1.8 Contractual Obligations. The stipulation of insurance coverage in this Section 11.1 shall not be construed to limit, qualify, or waive any liabilities or obligations of CMAR, assumed or otherwise, under this Contract.

11.1.9 Notice of Loss. All physical loss or damage to the work or to Owner property must be reported immediately to the Owner.

11.1.10 Higher Limits. If the CMAR maintains higher limits than the minimums stated in this Article 11, Owner requires, and shall be entitled to, coverage for the higher limits maintained by the CMAR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

11.1.11 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, Owner. At the option of Owner, either: the CMAR shall reduce or eliminate such deductibles; or the CMAR shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.1.12 Claims Made Policy. No Claims Made policies, other than Professional Liability, Cyber Liability or Pollution Legal Liability (if applicable to this Contract), will be accepted. For policies that provide claims made coverage:

- .1 The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- .2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- .3 If coverage is canceled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the contract effective date, or start of work date, the CMAR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- .4 A copy of the claims reporting requirements must be submitted to the Owner for review.
- .5 If the services involve lead-based paint or asbestos identification/remediation, the CMAR's Pollution Legal Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the CMAR's Pollution Legal Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

11.1.13 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than "A-" unless otherwise acceptable to the Owner.

11.1.14 Subcontractors. CMAR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CMAR shall ensure that Owner is an additional insured on insurance from subcontractors.

11.1.15 Special Risks or Circumstances. Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances

11.2 PERFORMANCE AND PAYMENT BONDS.

11.2.1 A.R.S. § 34-222. CMAR shall obtain, at its own expense, performance and payment bonds as required by A.R.S. § 34-222. CMAR warrants that its payment and performance bonds fully comply with A.R.S. § 34-222.

11.2.2 Copies to Potential Beneficiaries. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**12.1 UNCOVERING OF WORK.**

12.1.1 Duty to Uncover Work. If a portion of the work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract, it must, if required in writing by the Owner, be uncovered for its observation and be replaced at the CMAR's expense without change in the Contract Time.

12.1.2 Cost of Uncovering Work. If the CMAR covers a portion of the work that the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work and the CMAR shall uncover it. If such work is in accordance with the Contract, an appropriate Change Order shall charge costs of uncovering and replacement to the Owner. If such work is not in accordance with the Contract, the CMAR shall pay such costs.

12.2 CORRECTION OF WORK.

12.2.1 Duty to Correct Rejected Work. The CMAR shall promptly correct all work rejected by the Owner as defective or failing to conform to the requirements of the Contract, whether observed before or after Substantial Completion of the work and whether or not fabricated, installed or completed. The CMAR shall bear costs of correcting such rejected work including the replacement or repair of other work affected by CMAR's performance, including additional testing and inspection and compensation for the Owner's services made necessary thereby. Work rejected before Final Completion shall be corrected prior to Final Payment

12.2.2 One-Year Duty to Correct Work. Without limiting the Owner's statutory, common law, or rights arising out of this Agreement, if within one year after the date of Substantial Completion of the work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty or guarantee required by the Contract, any of the work is found to be defective or not in accordance with the requirements of the Contract, the CMAR shall correct it promptly after receipt of written notice from the Owner to do so. The CMAR shall bear all costs of correcting such defective work, including replacement or repair of other work affected by the defect and any other damages resulting from such defect. The obligations under this Section 12.2.2 shall survive Final Payment to the CMAR.

12.2.3 Removal of Nonconforming Work. The CMAR shall remove from the Site, at no additional cost, portions of the work that are not in accordance with the requirements of the Contract and are neither corrected by the CMAR nor accepted by the Owner.

12.2.4 Owner's Right to Correct Nonconforming Work. If the CMAR fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. If the CMAR does not proceed with correction of such nonconforming work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvable materials or equipment at the CMAR's expense. If the CMAR does not pay costs of such removal and storage within ten (10) days thereafter, the Owner may sell such materials and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting the costs that should

have been borne by the CMAR, including compensation for the Owner's additional services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the CMAR should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to the Owner.

12.2.5 Cost of Correcting Other Affected Work. The CMAR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner, CMAR or other contractors caused by the CMAR's correction or removal of work which is defective or not in accordance with the requirements of the Contract.

12.2.6 Warranty Periods. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to obligations that the CMAR has under the Contract or at law, including Section 3.6. Establishment of the time period of one year as described in Section 12.2.2, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract, relates only to the specific obligation of the CMAR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CMAR's liability with respect to the CMAR's obligations.

12.3 ACCEPTANCE OF NONCONFORMING WORK.

If the Owner prefers to accept work that is not in accordance with the requirements of the Contract, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable for the difference in value together with an allowance for damage or loss of quality. Such adjustment shall be effected whether or not Final Payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW.

The laws of the State of Arizona shall govern the Contract.

13.2 SUCCESSORS AND ASSIGNS.

The Owner CMAR respectively bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract.

13.3 THIRD PARTY BENEFICIARY.

This Contract is not intended to benefit any third party.

13.4 NOTICES.

13.4.1 Methods of Notice. All notices under this Contract shall be in writing and sent to the appropriate person and will be deemed properly given if sent by (i) personal delivery (hand carried), (ii) facsimile transmission, (iii) express mail, postage prepaid, return receipt requested, or (iv) certified United States mail, postage prepaid, return receipt requested, addressed as follows:

Owner N/A

Owner: Phoenix-Mesa Gateway Airport Authority
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Attn: Mr. Bob Draper, PE – Engineering and Facilities Director

With a copy to:

CMAR: **TBD**

Each party may by notice to the others specify a different address for subsequent notice purposes. Notice is effective on the date of actual receipt or three (3) days after the date of mailing, whichever is earlier.

13.4.2 Authorized Persons. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.5 RIGHTS AND REMEDIES.

13.5.1 Legal Rights. Duties and obligations imposed by the Contract and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. This clause shall not be interpreted to permit the CMAR to recover any costs or damages that are otherwise limited, prohibited or waived by the Contract.

13.5.2 No Waiver. No action or failure to act by the Owner, or CMAR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.6 TESTS AND INSPECTIONS.

13.6.1 CMAR's Duty to Administer. Tests, inspections and approvals of portions of the work required by the Contract or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the CMAR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory selected and paid for by the Owner or with the appropriate public authority. The CMAR shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. Any of the work requiring testing, inspection or approval which is covered or otherwise made inaccessible without the consent of those requiring or making the inspection or test shall be uncovered or made accessible by and at the expense of the CMAR. CMAR shall be responsible for any testing, retesting or other charges resulting from CMAR's failure to perform.

13.6.2 Additional Testing and Inspection. If the Owner, or public authorities having jurisdiction determine that portions of the work require additional testing, inspection or approval not included under Section 13.6.1, the Owner will, upon written authorization from the Owner, instruct the CMAR to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the CMAR shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear such costs except as provided in Section 13.6.3.

13.6.3 Costs for Testing and Inspection. If such procedures for testing, inspection or approval under Sections 13.6.1 and 13.6.2 reveal failure of the portions of the work to comply with requirements established by the Contract, the CMAR shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's services and expenses.

13.6.4 Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the CMAR and promptly delivered to the Owner.

13.6.5 Prompt Testing and Inspection. Tests or inspections conducted pursuant to the Contract shall be made promptly to avoid unreasonable delay in the work.

13.7 MANUFACTURERS' NAMEPLATES.

Manufacturers' nameplates shall not be permanently attached to ornamental and miscellaneous metal work, doors frames, millwork, and similar factory fabricated products on which, in the Owner's opinion, the nameplates would be objectionable, if visible after installation of the work. This provision does not apply to underwriters' labels when required, or to the manufacturers' name and rating plates on mechanical and electrical equipment.

13.8 MANUFACTURERS' INSTRUCTIONS.

All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturers' written specifications or instructions. In case of any difference or conflicts between the requirements of the manufacturers' instructions or specifications and the technical sections of the Specifications, the CMAR shall promptly report any such difference or conflict to the Owner.

13.8.1 Equal Employment Opportunity. CMAR shall comply with the terms of: (1) Section 503, Public Law 93-112, and the regulations at 41 CFR Part 60-741; (2) Executive Order 11246, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60; and (3) Section 402, Public Law 93-508, and the regulations at 41 CFR Part 60-250.

13.8.2 Compliance with State Executive Order No. 99-4 (Amending 75-5). The CMAR shall comply at all times with Arizona Executive Order 75-5, as amended by Executive Order 99-4.

13.9 HEADINGS.

The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

13.10 INTERPRETATION.

In the interest of brevity, the Contract frequently omits modifying words such as "all" and "any" and articles such as "the" and "an" but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. To the extent permitted by the context in which used, (a) words in the singular member shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa; and (b) (unless specified otherwise) references to paragraphs, sections or articles are to paragraphs, sections or articles of the General Conditions to the CMAR Contract.

13.11 RECORDS RETENTION AND INSPECTION.

The CMAR shall make available at its office all CMAR books, documents, papers, drawings and records relating to this Project for audit, inspection, excerpt, reproduction, or transcription by any authorized representative of the Owner, CMARs and subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any CMAR and Subcontractor employee who works on the Contract, to ensure that the CMAR and its Subcontractor are complying with the warranty under Item 48 below (all the foregoing hereinafter referred to as the Records), shall be open to inspection and subject to audit and/or reproduction during normal working hours to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on CMARs and its Subcontractors actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract and (2) evaluation of the CMARs and Subcontractors compliance with the Arizona employer sanctions laws referenced Paragraph 3.3.4 of the General Conditions. To the extent necessary for the audit of Records as set forth in this Section, CMAR and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Authority shall have access to said Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by the Authority to CMAR pursuant to this Contract. The Authority shall have access, during normal working hours, to all necessary CMAR and Subcontractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The Authority shall give CMAR or Subcontractor reasonable advance notice of intended audits. CMAR shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract. If any information required of the CMAR or a Subcontractor is in the exclusive possession of another who fails or refuses to furnish this information, the CMAR shall so certify to the Owner, FAA, ADOT Aeronautics, EDA and the Office of Inspector General, or the Comptroller General of the United States, and shall set forth what efforts it has made to obtain the information.

13.12 FOREIGN NATIONALS.

The CMAR certifies that: (1) it is not owned or controlled by one or more citizens or nationals 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; (2) it has not knowingly entered into any contract or subcontract for this project with a CMAR that is a citizen or national of a foreign country on the list or a CMAR that is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on the list; and (3) it has not procured any product or subcontracted for the supply of any product for use on the project that is produced in a foreign country on the list. Unless the restrictions of this clause have been waived by the Secretary of Transportation in accordance

with 49 CFR 30.17, no contract shall be awarded to a CMAR or subcontractor who is unable to certify to the above. If the CMAR knowingly procures or subcontracts for the supply of any product or service of a foreign country on this list for use on the Project, the FAA through the Owner may cancel the contract at no cost to the Owner. Further, the CMAR agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts related to the Project. Making false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. Section 1001.

13.12.1 CMAR Certification. Pursuant to Arizona Revised Statutes Section 35-397, the CMAR certifies that it does not have a scrutinized business operation in either Sudan or Iran.

13.13 WORK HOURS AND SAFETY STANDARDS.

With regard to the employment of mechanics and laborers, the CMAR shall comply with sections 103 and 107 of the Contract work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

13.14 ENVIRONMENTAL COMPLIANCE.

13.14.1 The CMAR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

13.14.2 At its sole cost and expense, the CMAR shall at all times promptly observe and comply with all applicable federal, state, and local laws, regulations, and standards and in particular with those provisions concerning the environment and pollution control and abatement, waste minimization and pollution prevention that are, or may become, applicable to the work.

13.14.3 The CMAR shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under this Contract, independent of any existing Owner permits.

13.14.4 To the fullest extent permitted by law, the CMAR shall save, indemnify, defend and hold harmless the Owner, and the federal government from any damages, costs, expenses, liabilities, fines, or penalties resulting from or relating to releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by the CMAR, its officers, agents, employees, or contractors, or the invitee of any of them under federal, state or local environmental laws. This provision shall survive the termination or completion of this Contract, and the CMAR's obligations under this Section 13.22.4 shall apply whenever the Owner or the federal government incurs costs or liability for the CMAR's actions of the types described in this Section 13.22.

13.14.5 The Owner's rights under this Contract specifically include the right to inspect upon reasonable notice the Site for compliance with environmental, safety, and occupational health laws

and regulations. The CMAR shall have no claim against the Owner or any officer, agent, employee, or CMAR of the Owner on account of any entries.

13.14.6 The CMAR shall comply with all federal, state, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. The CMAR shall be liable for the cost of proper disposal of any hazardous waste it generates or for that waste generated by Subcontractors or assigns in the event of failure by a Subcontractor or assign to properly dispose of such wastes. Where required, the Owner may act on behalf of CMAR to dispose of CMAR-derived waste, sign manifests on behalf of CMAR, and assign such disposal to CMAR's EPA ID number. CMAR shall repay the Owner the costs and fees for doing so.

13.14.7 The CMAR shall strictly comply with the hazardous waste permit requirements under RCRA, or its state equivalent, and any other applicable laws, rules, or regulations.

13.14.8 The CMAR shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface without Owner's prior written approval.

13.15 ENERGY CONSERVATION AND POLICY ACT COMPLIANCE.

This agreement is executed in recognition that the CMAR and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**14.1 TERMINATION BY THE OWNER FOR CAUSE.**

Criteria for Termination for Cause. The CMAR shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the CMAR:

- .1 Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- .2 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
- .3 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
- .4 Discontinues the execution of the work, or
- .5 Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- .6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- .7 Allows any final judgment to stand against the CMAR unsatisfied for a period of 10 days, or
- .8 Makes an assignment for the benefit of creditors, or
- .9 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or
- .10 Breaches any provision of the contract, or
- .11 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

14.1.2 Effect of Termination for Cause. When any of the above conditions exist, the Owner, after consultation with and certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner after giving the CMAR and the CMAR's Surety, if any, ten (10) days' written notice, terminate the Contract and may, subject to any prior rights of the Surety:

- .1 take possession of the Site and all materials, equipment, tools, and construction equipment machinery thereon owned by the CMAR;

- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the work by whatever reasonable method the Owner may deem expedient.

14.1.3 CMAR Right to Receive Payment. When the Owner terminates the Contract for one of the reasons stated in Section 14.1.1, the CMAR shall not be entitled to receive further payment until the work is finished.

14.1.4 Costs for Finishing Work. If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including compensation for Engineer's services and expenses made necessary thereby and other costs and charges incurred by the Owner, such excess shall be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to the Owner. The amount to be paid to the CMAR or Owner, as the case may be, shall, upon application, be certified by the Engineer, and this obligation for payment shall survive termination of the Contract.

14.2 NOT USED.

14.3 OWNER'S TERMINATION FOR CONVENIENCE.

14.3.1 Effect of Termination for Convenience. The Owner reserves the right to terminate the Contract for convenience and without cause even if CMAR has not failed to perform any part of the Contract. Termination of the work hereunder shall be affected by written notice to the CMAR. Upon receipt of such notice, CMAR shall, unless the notice otherwise directs:

- .1 Immediately discontinue the work and the placing of all orders and subcontracts in connection with this Contract;
- .2 Immediately cancel all of the existing orders and subcontracts made hereunder;
- .3 Immediately transfer to the Owner all materials, supplies, work in progress, appliances, facilities, machinery and tools acquired by the CMAR in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Contract;
- .4 Deliver all plans, Drawings, Specifications and other necessary information to the Owner; and
- .5 Complete performance of the work not terminated by the notice.

14.3.2 CMAR's Exclusive Remedy. If the Owner terminates the Contract for convenience, the following shall be the CMAR's exclusive remedy:

- .1 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the work;

- .2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the CMAR in performing the Contract;
- .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 CMAR directly attributable to Owner's termination action.

Owner will not pay CMAR 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.

14.3.3 Warranties, Guarantees and Indemnified Parties to Remain in Effect. All obligations of the CMAR under the Contract with respect to completion of the work, including but not limited to all warranties, guarantees and indemnities, shall apply to all work completed or substantially completed by the CMAR prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the CMAR shall be without prejudice to any claims or legal remedies that the Owner may have against the CMAR for any cause, including liquidated damages assessed for CMAR's delays to any work Milestone Dates.

14.3.4 Conversion of Termination for Cause to Termination for Convenience. Upon a determination that a termination of this Contract other than a termination for convenience under this Article was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article 14, and the CMAR's remedy for such wrongful termination shall be limited to the recoveries specified under this Article 14.

14.3.5 Remedy Limited to Damages. In the event that CMAR is terminated, whether for cause or convenience, the CMAR's sole remedy shall be for damages. In no event shall the CMAR be entitled to reinstatement or other equitable relief from a court or through alternative dispute resolution.

14.3.6 Notice that Contract is Subject to Termination Provisions of A.R.S. § 38-511. The parties acknowledge, and as required by law, notice is hereby given that this Contract is subject to A.R.S. § 38-511.

END GENERAL CONDITIONS TO THE CMAR CONTRACT

GENERAL PROVISIONS TO THE CMAR CONTRACT

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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:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner’s notice to the successful CMAR of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a GMP/proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer’s Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer’s certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer’s authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of

Paragraph Number	Term	Definition
		completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work. All references to Contractor shall also mean Construction Manager At Risk (CMAR).
10-20	Contractors Quality Control (QC) Facilities	The Contractor’s QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator’s consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

Paragraph Number	Term	Definition
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner’s Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<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>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

Paragraph Number	Term	Definition
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Phoenix Mesa Gateway Airport Authority.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be

Paragraph Number	Term	Definition
		considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the CMAR (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the CMAR will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor’s executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport’s runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor’s performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor’s control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor’s forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	NONE

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to CMARs). See the Request for Qualifications issued by the Owner.

20-02 Qualification of CMARs. See the Request for Qualifications issued by the Owner.

20-03 Contents of proposal forms. N/A

20-04 Issuance of proposal forms. N/A

20-05 Interpretation of estimated proposal quantities. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the CMAR 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 CMAR is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. CMARs 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 CMAR 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 CMAR shall submit their GMP/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 CMAR shall state the price (written in ink or typed) which they propose for each pay item furnished in the GMP/proposal. The CMAR shall state the total GMP price (written in ink or typed) both in words and numerals. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

20-08 Responsive and responsible CMAR. It is the Owner's responsibility to decide if the exceptions taken by a CMAR to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible CMAR 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 CMAR is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

20-10 Bid guarantee. N/A

20-11 Delivery of proposal. N/A

20-12 Withdrawal or revision of proposals. N/A

20-13 Public opening of proposals. N/A

20-14 Disqualification of CMARs. A CMAR shall be considered disqualified for any of the following reasons:

- a. Evidence of collusion among CMARs. CMARs participating in such collusion shall be disqualified as CMARs for any future work of the Owner until any such participating CMAR has been reinstated by the Owner as a qualified CMAR.

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.

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. If a CMAR'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 CMAR'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 CMAR 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. If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible CMAR whose bid, conforming with all the material terms and conditions of the bid documents, is the best value.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the CMAR, 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. N/A.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful CMAR shall furnish the Owner a surety bond or bonds that have been fully executed by the CMAR 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 CMAR 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 CMAR.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful CMAR, 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 CMAR's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful CMAR 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).

Refer to AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport and AC 150/5370-2, Operational Safety on Airports During Construction for applicable standards.

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

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.

In case of a discrepancy between the Plans and the Specifications, the following is the precedence of contract documents:

1. General Conditions to the Construction Contract.
2. Special Provisions.
3. Technical Specifications.
4. General Provisions.
5. Plans/Drawings.
6. City of Mesa Supplements to the MAG Specifications and Details.
7. MAG Uniform Standard Specifications and Details.

50-05 Cooperation of Contractor. The Contractor shall be supplied with [five] hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

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): Comma Separated Values (CSV), AutoCAD DXF (Drawing Interchange Format) and hard copies

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.

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.

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.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

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

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

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.

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 included as **Appendix A** to the Contract Documents. The CSPP is a separate document that the contractor must use to complete all of his work.

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.

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.

70-20 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. Owner insurance requirements are stated in Article 11 of the *General Conditions*.

END OF SECTION 70

Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least 45 percent of the total contract cost.

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

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

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

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 7 days of the NTP date. The Contractor shall notify the RPR at least 48 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 48 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 Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

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

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

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 shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-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.

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.

Liquidated Damages are provided for in the CMAR Construction Services Contract.

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

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

- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

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 (0.8 square meters) 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 (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) 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
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	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.
Plates and Sheets	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.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<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</p>

Term	Description
	<p>beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) 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>
Rental Equipment	<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>
Pay Quantities	<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 and Article 7.4 of the General Conditions.

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.

Retainage shall be in accordance with Article 9.2.5 of the *General Conditions*.

In addition, the following shall apply:

a. From the total of the amount determined to be payable on a partial payment, **10%** percent of such total amount will be deducted and retained by the Owner 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 the Contract. 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. 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. All payments of withheld funds shall be paid to Contractor in accordance with A.R.S. §41-2576.

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 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

Part 2 – General Construction Items

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- a. Temporary seeding and mulching will be measured by the square yard (square meter).
- b. Temporary slope drains will be measured by the linear foot (meter).
- c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.
- d. All fertilizing will be measured by the ton (kg).
- e. Installation and removal of silt fence will be measured by the [linear foot (meter)]
[Lump sum].

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid if required for under:

Item C-102-5.1a	Temporary seeding and mulching - per square yard (square meter)
Item C-102-5.1b	Temporary slope drains - per linear foot (meter)
Item C-102-5.1c	Temporary benches, dikes, dams and sediment basins - per cubic yard (cubic meter)
Item C-102-5.1d	Fertilizing - per ton (kg)
Item C-102-5.1e	Installation and removal of silt fence [per linear feet (meter)] [lump sum]

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

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 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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.

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:

TABLE 1 – Payment Schedule for Mobilization

Mobilization/ Demobilization Payment Number	Percent Payment¹	Partial Payment Requirements
1	50% of Lump Sum Amount	When the Owner has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform the Contract work. The first payment for mobilization shall also be contingent upon the Contractor submitting the Quality Control Program to the Owner for review and approval. Payment will be paid on the first approved progress payment.
2	30% of Lump Sum Amount	On the progress payment application following completion of ten (10) percent of the bid amount.
3	20% of Lump Sum Amount	When the Contractor has cleaned up the project staging area to the approval of the Owner.

If the price for Mobilization exceeds 10 percent of the total bid for the bid schedule in which it is included, any excess will be paid to the Contractor following substantial completion of the project.

BASIS OF PAYMENT

105-6 Payment will be made under:

[Item C-105 Mobilization]

REFERENCES

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

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

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

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

END OF ITEM C-105

Part 10 – Fencing

Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

162-2.1 Fabric. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of MAG 160

Galvanized steel fabric shall conform to the requirements of ASTM A392, Class 2.

162-2.2 Barbed wire. Barbed wire shall be 3-strand 12-1/2 gauge zinc-coated wire with 4-point barbs.

Zinc-coated barbed wire shall conform to the requirements of ASTM A121, Class 3, Chain Link Fence Grade.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

- Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.
- Roll Formed Steel Shapes (C-Sections) shall conform to the requirements of Group IIA, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Hot-Rolled Shapes (H Beams) shall meet the requirements of Group III, and be galvanized in accordance with the requirements of ASTM F1043, Type A.
- Aluminum Pipe shall conform to the requirements of Group IB.
- Aluminum Shapes shall conform to the requirements of Group IIB.
- Vinyl or polyester coated steel shall conform to the requirements of ASTM F1043, Paragraph 7.3, Optional Supplemental Color Coating.

- Composite posts shall conform to the strength requirements of ASTM F1043 or ASTM F1083. The strength loss of composite posts shall not exceed 10% when subjected to 3,600 hours of exposure to light and water in accordance with ASTM G152, ASTM G153, ASTM G154, and ASTM G155.
- Posts, rails, and braces furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy or composite.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

162-2.4 Gates. Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3. The fabric shall be of the same type material as used in the fence.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. [All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153 Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3000 psi (2670 kPa).

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

CONSTRUCTION METHODS

162-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The Contractor shall layout the fence line based on the plans. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

162-3.2 Clearing fence line. Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the RPR, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.4 Installing top rails. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch (25 mm) or more than 4 inches (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

162-3.8 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence will be measured for payment by the linear foot (meter). Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

162-4.2 Gates will be measured as complete units.

BASIS OF PAYMENT

162-5.1 Payment for chain-link fence will be made at the contract unit price per linear foot (meter).

162-5.2 Payment for vehicle or pedestrian gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item F-162-5.1 Chain-Link Fence - per linear foot (meter)

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 A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric

ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)

FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300.38 AIP Handbook

END OF ITEM F-162

Item F-163 Wildlife Deterrent Fence Skirt

DESCRIPTION

163-1.1 This item shall consist of furnishing and installing chain-link fence fabric underground along an existing chain link fence or wildlife fabric fence, constructing concrete pads at existing fence gates in accordance with these specifications and the details shown on the drawings and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

163-2.1 Chain link fence fabric. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A392, Class II. The fabric shall be 5 feet (1.5 m) wide.

163-2.2 Barbed wire. Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3.

163-2.3 Wire ties and tension wires. Wire fabric ties, wire ties, and tension wire for a given type of fabric shall be the same material as the fabric type. The tension wire shall be 7-gauge coiled spring wire coated similarly to the respective wire fabric being used.

Wire fabric ties shall be hog rings of galvanized steel wire not less than 9-gauge.

All material shall conform to Federal Specification RR-F-191/4.

163-2.4 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the fitting or hardware, and sufficient in strength to provide a balanced design when used with fabric, posts, and wires of the specified quality. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153.

163-2.5 Concrete pads at gates. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi (2670 kPa).

163-2.6 Marking. Each roll of fabric shall carry a tag showing the kind of base metal, kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal, and kind of coating.

163-2.7 Weed control material. A commercially available weed control material shall be applied at the manufacturer's recommended rate.

CONSTRUCTION METHODS

163-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

Contractor will lay out the fence and/or property lines.

163-3.2 Clearing fence line. All brush, stumps, logs, and other debris which would interfere with the construction of the fence shall be removed on either side of the fence centerline before starting fencing operations. The material removed and disposed of shall not constitute a pay item and shall be considered incidental to fence construction.

163-3.3 Installing fabric. Excavate ground to the depth required for proper installation of the fabric. Obtain RPR’s approval of depth of excavation before placing the wire fabric. Place the fabric and lap splice it to existing fence fabric and tie with wire ties at 2-foot (0.6-m) spacing. Cut wire fabric around fence post footing to allow proper placement. Backfill with native soil to original grade and compact. Gate concrete pads shall be installed at each gate or as shown on the plans.

163-3.4 Weed control application. Weed control material shall be applied over an area 5 feet (1.5 m) wide, measured from the fence centerline, and over the wildlife fence. Apply weed control material as recommended by the manufacturer’s instructions and in compliance with state and local regulations.

163-3.6 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per Item T-901.

METHOD OF MEASUREMENT

163-4.1 Chain link fence fabric. Chain-link fence fabric shall be measured for payment by the linear foot to the nearest foot. Measurement shall be along the fence from center to center of end or corner posts, excluding the length occupied by gate openings.

163-4.2 Concrete pads at gates. Concrete pads at gates shall be measured by the unit.

163-4.3 Borrow fill material. Borrow material for fill will be furnished by the Contractor. This shall be measured by the cubic yard in place.

163-4.4 Weed control application. Shall be measured by the linear foot.

BASIS OF PAYMENT

163-5.1 Chain link fence fabric. Payment for chain-link fence fabric shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing materials, all labor (including preparation, excavation, backfill, fill, and installation), equipment, tools, and incidentals necessary to complete this item. Utility locates shall be included in this pay item.

163-5.2 Concrete pads at gates. Payment for concrete pads at gates shall be made at the contract unit price for each pad. This price shall be full compensation for furnishing materials, all labor (including preparation, excavation, backfill, placement of concrete, reinforcing steel, and forms), equipment, tools, and incidentals necessary to complete this item.

163-5.3 Borrow fill material. Payment for the loading, transporting, and placing of borrow material shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all labor (including placement, compaction, and grading), equipment, tools, and incidentals necessary to complete this item.

163-5.4 Weed control application. Payment for weed control application shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing materials, all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item F-163-5.1 Chain link Fence Fabric 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.

ASTM International (ASTM)

ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire

ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A392 Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300/38 AIP Handbook

END OF ITEM F-163

END GENERAL PROVISIONS

SPECIAL PROVISIONS TO THE CMAR CONTRACT

SECTION 10

GENERAL

10.01 OWNER

Wherever the word Owner, Sponsor, or Municipality appears in these specifications it shall be construed to mean the PHOENIX-MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona. The Owner's contact is:

Mr. Bob Draper, P.E. –Engineering and Facilities Director

Phoenix-Mesa Gateway Airport Authority

5835 South Sossaman Road

Mesa, Arizona 85212-0919

Phone: 480.988.7705

Facsimile: 480.988.2315

10.02 NOT USED.

10.03 LOCATION OF THE WORK

Phoenix-Mesa Gateway Airport is owned and operated by Phoenix-Mesa Gateway Airport Authority. The work is located in Mesa, Arizona, between Sossaman Road and Ellsworth Road. Pecos Road lies to the south and Ray Road/Loop 202 lies to the north.

10.04 GENERAL DESCRIPTION OF THE WORK AND CONTRACT SCHEDULE

The Demolition of Airport Facilities project may be funded by Passenger Facility Charges (PFC's) and the Authority. The sponsor of this project is the Authority.

The intent of the Demolition of Airport Facilities project is to remove non- useful buildings.

10.05 SPECIFICATIONS AND CONTRACT DOCUMENTS

The following documents, labeled as:

Demolition of Airport Facilities

Authority Project No. 1223

Authority Solicitation No. 2024-009-RFQ

whether included herein or made a part by reference, are all part of this Contract:

1. Request for Qualifications, 2024-009-RFQ
2. DIVISION I – CMAR Pre-Construction Services Contract & CMAR Construction Services Contract
3. DIVISION II – General Conditions to the CMAR Construction Services Contract
5. DIVISION IV – General Provisions
6. DIVISION V – Special Provisions
8. APPENDIX A – Construction Safety & Phasing Plan

10.06 SCHEDULE OF DRAWINGS

All construction plans sheets bearing an approval and date of approval are hereby made a part of the Contract, Contract Documents, and Specifications by reference.

10.07 RFI SUBMITTAL PROCESS

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the CMAR shall submit a Request for Information (RFI) to the Architect. Such request shall clearly state the CMAR's question or concern, reference the specification or plan sheet in question and state the date the request is submitted and the date by which the CMAR must have an answer in order not to delay CMAR operations. CMAR shall submit an RFI as soon as possible after having discovered need for additional information or clarification. The Architect shall provide such further explanations as may be necessary and the CMAR shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the Special Provisions or the plans, reference shall be made to the Architect, whose decision thereon shall be final.

END SECTION 10

SECTION 20

CONTRACT ITEMS

20.01 LICENSING

It is the responsibility of the offeror to determine whether the offeror has the appropriate contracting licenses to perform the work. The Owner will make the award, if any, to the most qualified offeror who has the proper licenses. The offeror is required to have the licenses at the time of bidding. Licensing information is available from the Arizona Registrar of CMARs.

20.02 ERRORS AND OMISSIONS

Minor errors or omissions in the Proposal Form, Plans, or Specifications shall not relieve the CMAR from fulfilling the general intent of the Contract or from completing any item or items called for in the Plans, Specifications, or Proposal Form.

20.03 UNIFORM STANDARDS FOR PUBLIC WORKS CONSTRUCTION

The Maricopa Association of Governments Standard Details and Specifications that are not altered or modified by the plans or project specifications contained herein shall apply to this project even though the CMAR's attention is not specifically drawn to such provisions. In the event of any conflict between the contract documents for this project and these Standard Specifications, the Contract Documents for this project shall prevail.

20.04 PERMITS

It is the responsibility of the CMAR to acquire and pay for all necessary permits as required for work performed at Phoenix-Mesa Gateway Airport. The CMAR is responsible for the cost of, but not limited to, grading permits, federal clean water act, air quality permits, water meters, water and sewer taps, fire lines and taps, and all water bills on the project until the project is finally accepted. This provision does not constitute an assumption by the Phoenix-Mesa Gateway Airport Authority of an obligation of any kind for violation of said permit or notice requirements. The cost of all required permits shall be included as non-pay items.

20.05 TAXES

Each offeror and the CMAR shall thoroughly familiarize himself with all laws, ordinances, regulations and rules required for the payment of taxes, and each Offeror and the CMAR are responsible for checking with the State of Arizona and the Maricopa County on items that

may be exempt and the steps which should be taken to obtain such exemption. Each offeror shall include the current approved City of Mesa sales tax and State of Arizona sales tax for the work that is included in the GMP. See Additional tax requirements under Article 3.7 of the General Conditions.

20.06 ACCESS TO DOCUMENTS, RECORDS, ETC

Phoenix-Mesa Gateway Airport Authority, or any of their duly authorized representatives shall be allowed access to any books, documents, papers, and records of the CMAR which are directly pertinent to the project for the purpose of making audit, examinations, excerpts, and transcriptions.

20.07 CONSTRUCTION COST INFORMATION

The CMAR shall furnish any and all cost information requested by the Architect. The Phoenix-Mesa Gateway Airport Authority or any of their authorized representatives shall be allowed access to any books, documents, papers and records of the CMAR that are directly pertinent to this Project for the purpose of making audit, examination, excerpts and transcriptions.

20.08 FINAL PAYMENT

Upon satisfactory completion of all items called for in the Contract and in accordance with the approved plans and specifications, the CMAR shall furnish to the Architect, a CMAR's Affidavit Regarding the Settlement of Claims; an original Affidavit acknowledging that all Subcontractors, Material Suppliers, Payrolls, Bills for Materials and Equipment, and other indebtedness connected with the work have been paid or are otherwise satisfied, an original Certificate evidencing that Insurance required by Section 11.2 of the *General Conditions* to the CMAR Contract is currently in effect and will not be canceled or allowed to expire until at least 30-days prior written notice has been given to the Owner, a written statement that the CMAR knows of no reason that the insurance will not cover the period required by Section 11.2 of the *General Conditions* to the CMAR Contract, a written consent of the Surety to Final Payment, Record Drawings with a certification that the drawings are accurate and complete, five (5) sets of Operation and Maintenance manuals, indexed and bound, containing manufacturer's warranties, instructions for maintenance and operation of each item of equipment and apparatus, an original, with notary signature, Full and Final Release and Waiver on Liens from the CMAR and for each Subcontractor and Material Supplier, that documents that they have been paid in full, Certificate of Completion, Written 1-year Warrantee, due at final completion, and other required documentation as provided for in

Article 9.9 of the *General Conditions* to the CMAR Contract. The CMAR shall also be required to furnish the Owner with sworn affidavits attesting that all Subcontractors, employees, materials suppliers, mechanics, etc. have been paid in full, for all debts incurred by the CMAR for work on this Contract. Upon receipt of the above clearances, and as listed elsewhere in these Contract Documents, the CMAR will receive full payment for the entire amount of his Contract, less previous progress payments as provided for in the General Provisions of these specifications.

20.09 LIEN RELEASE

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

20.10 CLEAN WATER ACT

This project shall comply with all requirements and conditions for water quality standards and air quality regulations.

20.11 CONDITIONS FOR WATER QUALITY CERTIFICATION

No disposal of construction or demolition wastes, wastewater, contaminated water or any other potential pollutant will be authorized.

Runoff and seepage from runways, taxiways, roadways, embankments, or other alterations of the natural environment must not cause a violation of Water Quality Standards for Navigable Waters, A.A.C. Title 18, Chapter 11, Article 1.

All off-site material sources for the project must have valid and current permits under the Federal Clean Water Act, Sections 402 (NPDES) and 404 (Dredge and Fill) and the State Aquifer Protection Program, where necessary. Facilities and activities not covered by individual permits under these programs are not exempt from the duty to comply with water quality standards, and will be subject to compliance action, including possible closure by ADEQ if violation is documented. Other permits pertaining to air quality may be required for material sources and are the responsibility of the applicant or his agent(s).

Water for dust suppression shall not contain contaminants that could violate ADEQ water quality standards for surface waters or aquifers.

Practices to avoid or minimize damage to floodplain ecosystems, including riparian zones and wetlands, should be considered during project planning, construction and operation, consistent with the Final Report and Recommendations of the Governor's Riparian Habitat Task Force of October, 1990 and Executive Order 89-16.

Pollution from the operation of equipment in the construction area must be immediately removed from and properly disposed. Spills must be cleaned up and properly disposed of. Erosion control and/or other bank protection features should be used to minimize soil loss where appropriate.

Debris (such as soil, silt, sand, rubbish, cement, asphalt, oil or petroleum products, organic materials, tires, or batteries) derived from construction or demolition activities must not be deposited at any site where it may be washed into a watercourse.

20.12 CONDITIONS FOR AIR QUALITY CERTIFICATION

Portable sources of air pollution such as rock, sand, gravel, and asphaltic concrete plants are required to receive Installation and Operating Permits from the Office of Air Quality in order to operate in Arizona. Air quality certification is conditional upon all regulated sources obtaining and complying with air quality permitting requirements and applicable state air quality rules.

The applicant must provide a copy of these Air and Water Quality Certification Conditions to all subcontractors. The applicant must also post a copy of the conditions in a weather resistant location at the construction site where the workers may observe it.

20.13 PAY ITEMS

All pay items relating to the work indicated in these contract documents are listed in the bid proposal sheet. The CMAR shall include all necessary costs to complete this project within these items. Any work necessary to complete the project as represented in the Plans and Specifications that is not specifically noted as a pay item on the bid proposal sheet shall be considered incidental to the project and no separate payment will be made.

END SECTION 20

SECTION 30

PRECONSTRUCTION CONFERENCE AND SUBMITTALS

30.01 PRECONSTRUCTION CONFERENCE

The CMAR's project superintendent, the Construction Administration Resident Architect & Inspector, an FAA representative (if needed), the Architect and Phoenix-Mesa Gateway Airport Authority staff shall attend a pre-construction conference, conducted by the Project Manager to discuss the following subjects.

30.01.1 GENERAL INTEREST AND SAFETY ITEMS

1. The scope of the project and the sequence and timing of all operations. Submission of CMAR's construction schedule and barricade plan.
2. Relationship of the resident Architect to the sponsor with emphasis on the authority of the resident Architect to act in the sponsor's behalf.
3. Advise that the Owner has the authority to suspend operations, wholly or in part, when safety violations or nonconformance to the contract specifications are noted.
4. Relationship between the FAA and the Sponsor.
5. Identification of the CMAR's superintendent and a discussion of his/her authority and responsibilities.
6. Designation of sponsor representative responsible for notifying the Flight Service Station serving the airport of the proposed start and completion dates of construction or any circumstances requiring a NOTAM.
7. Scheduling of work and the need to perform certain items at various stages of the project, including operational safety problems that might arise because of the proposed work.
8. Discuss the notice to proceed date.
9. Operational Safety on Airports during construction, including the responsibility for marking and lighting of closed and hazardous areas, (see FAA Advisory Circulars 150/5370-2 (latest version) and 150/5340-1, *Operational Safety on Airports During Construction and Standards for Airport Marking*, (latest version) for detailed information).
10. Security requirements.
11. All responsible parties must be alert to the following hazard-producing situations that may develop during the construction period.

- a. Open trenches and settlement of backfill adjacent to pavement.
- b. Pavement "drop offs" or "lips" at pavement tie-in areas.
- c. The obliteration, inadvertent relocation or disturbance of the marking and/or lighting of displaced threshold and marking of closed runways or taxiways.
- d. Damage to existing in-use pavement lighting, marking or NAVAIDS by construction forces.
- e. Spillage from vehicles on active airport pavement.
- f. Temporary stockpiling of material for an extended period of time.
- g. CMAR vehicular traffic through restricted critical areas of NAVAID facilities and the airport operating area.
- h. Dust control and environmental factors, such as burning, waste disposal, etc.
- i. Maintenance of sanitary facilities on the project site.

30.01.2 CONSTRUCTION ITEMS

1. The general requirements of quality control and testing to be discussed. It should be clearly understood who will do the testing, what is to be tested, when it is to be tested, and the location and number of tests.
2. Discussion of Test Reports. Each report should, as a minimum, contain the following information.
 - a. Test performed.
 - b. Applicable standard.
 - c. Test location.
 - d. Test result.
 - e. Action taken for failing tests.

A copy of all test reports shall be furnished to the resident Architect in a timely manner. Failing test results should be reported to the resident Architect immediately. the Owner is not obligated to financially participate in construction that does not meet contract plans and specifications.

3. Emphasize the Role of the Project Manager. Duties include the following:
 - a. Ensure all required testing is performed.

- b. Ensure tests are performed at the frequency stated in the specifications. If not stated in the specifications make sure an adequate number of tests are taken to document an acceptable level.
 - c. Review test results for conformance to specifications.
 - d. Inform the CMAR of deficiencies so that corrections can be made and retests performed prior to covering any substandard work with additional material.
 - e. Maintain record of quantity of materials used on the project.
 - f. Maintain copies of test reports on file.
 - g. Maintain a diary. Contents of a diary should include:
 - (1) Weather conditions and temperature.
 - (2) Work in progress and location.
 - (3) Equipment in use - types and numbers.
 - (4) Size of work force including supervision.
 - (5) Hours worked per day for CMAR or subcontractors.
 - (6) Materials delivered.
 - (7) Any instructions to the CMAR.
 - (8) Principal visitors.
 - h. Maintain set of working drawings that can be used to prepare "as-constructed" drawings. Record drawings to be furnished by the CMAR.
4. Discussion of periodic construction report, *Construction Progress and Inspection Report* (FAA Form 5370-1).
5. Change orders, time extensions, periodic cost estimates, and liquidated damages.

30.01.3 LABOR REQUIREMENTS.

Labor requirements including items such as minimum wage rates, employee classification and payrolls, and review of payrolls.

30.01.4 NOT USED.

30.01.5 ENVIRONMENTAL.

Comply with applicable federal, state, and local, air and water quality standards during construction and any environmental mitigation actions resulting from the environmental coordination process.

30.01.6 ARCHAEOLOGICAL AREAS.

Comply with applicable federal, state, and local preservation standards in archaeological areas during construction. If during construction the CMAR discovers what may be an archaeological site, a suspected human burial site, or the remains of any ancient structure and/or artifacts, the CMAR shall immediately cease performance of services in said areas and promptly notify Owner of the location of such sites. The CMAR is directed to Article 13.15 in the *General Conditions* for further information

30.02 CONSTRUCTION SCHEDULE

The CMAR shall submit to the Architect for review, its proposed construction schedule within ten (10) calendar days from the date of award of the contract, see Article 3.11 of the *General Conditions* to the *CMAR Contract*. The contract time is based on the CMAR working seven (7) days per week except for Holidays. There will be no work without written authorization from the Owner, with the exception to vacuum sweeping to clean up of foreign object debris, as described in the following:

- a. The night shift prior to Memorial Day
- b. All day on Memorial Day;
- c. The night shift on Memorial Day;
- d. The night shift prior to the 4th of July;
- e. All day on the 4th of July;
- f. The night shift on the 4th of July;
- g. The night shift prior to Labor Day;
- h. All day on Labor Day;
- i. The night shift of Labor Day;
- j. The night shift prior to Thanksgiving Day;
- k. All day on Thanksgiving Day;
- l. The night shift on Thanksgiving Day;
- m. All day on the day after Thanksgiving Day
- n. The night shift the day after Thanksgiving Day
- o. The night shift on Christmas Eve;
- p. All day on Christmas Day;
- q. The night shift on Christmas Day;
- r. The night shift on New Year's Eve;
- s. All day on New Year's Day;
- t. The night shift on New Year's Day.

1. Arrange schedule to indicate required sequencing of work as outlined below and in the Contract Documents, and to indicate time allowances for submittals, inspections, and similar time margins.
2. Schedule shall reflect CMAR's modifications and suggested revisions to work sequencing indicated in the Contract Documents. The Owner reserves the right to approve or disapprove such modifications or revisions.
3. Review and recognition of this schedule shall not relieve the CMAR of responsibility for scheduling of the work and maintaining progress in accordance with the Contract Documents. Schedule shall be submitted and reviewed for comment by Architect and Owner for conformance to Critical Milestone Completion Dates and overall project completion time criteria. Lack of this information shall be cause for rejection of schedule. Partial payment requests will not be processed without a revised CPM schedule.
4. In addition to the construction related work items, the following shall be included:
 - Critical submittal dates related to each activity or prepare separate coordinated listing of critical submittal dates.
 - Sequences of work within each activity that involves purchase lead-time, mock-ups, testing, or similar phases, as well as installation.
 - The CPM Construction Schedule shall relate to the entire project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the work.
5. The following items define the term "activities" as it pertains to the Trades in the CMAR's CPM network:
 - Each activity shall be a unit of work that requires an amount of time for its performance.
 - Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish.
 - To establish the scope of an activity for CPM purposes, Trade CMAR shall form a single activity from the largest grouping of related operations which permit a continuous and measurable flow of work and which can proceed without affecting or being affected by work of another Trade CMAR.
 - The scope of an activity shall be small enough to permit a reasonable appraisal of its status or as directed by the Architect.
 - Activities of other contractors or other subcontractors that must be completed prior to the start of the Trade subcontractors work or portion of work shall be included in the Trade subcontractors schedule as milestones and identified with a designation approved by the CMAR.
6. The following information shall be furnished on the network diagram for each activity in the Trade CMAR's schedule:

- Description of the activity.
- Duration of the activity in days.
- Who will be performing the activity (CMAR, supplier or subcontractor company name)
- Each activity shall be identified with early/late start, early/late finish, and total float.

30.03 SHOP DRAWINGS AND SUBMITTALS

Refer to Article 3.13 of the *General Conditions* to the CMAR Contract for other requirements for shop drawings, product data and samples. Shop drawings and submittals shall be furnished by the CMAR and shall include such details as may be required to control the work adequately and are not included in the contract documents.

The CMAR shall furnish an adequate number of copies of shop drawings and submittals to allow the Architect to retain four (4) copies allowing two (2) weeks for review. The Architect will review all shop drawings and submittals for general compliance with the contract documents and no responsibility is assumed for correctness of dimensions or details. The Architect will indicate his action taken in response to the submittal or shop drawing by affixing a review stamp and indicating the action as follows:

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

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

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

"Rejected", which means that deviations from the requirements of the contract exists in the submittal such that no work based on such drawings or submittal shall be constructed, fabricated, or manufactured. The CMAR shall revise the drawing in compliance with the Architect's annotations and pursuant to all requirements of the contract and shall resubmit the drawing or submittal to the Architect for another review.

The CMAR shall submit for review, a proposed schedule of submittals, shop drawings, working drawings, supplemental drawings, product data and samples as necessary to control the work adequately. A partial example list of submittals has been made for reference and the list may not be complete and may be revised from time to time as the project progresses, as follows:

1. Stormwater Pollution Prevention Plan (SWPPP), and ADEQ Permit (submitted and approved before Preconstruction Meeting).
2. Contractor's Safety Plan Compliance Document (SPCD), (submitted at Preconstruction Meeting).
3. Contractor's Letter of Survey Verification (prior to the start of construction).
4. Operation and Maintenance Manuals.
5. Names and Resumes of Superintendent and Staff.
6. CMAR's Construction Schedule due 10 calendar days after the Notice of Award.
7. Updated CMAR's Construction Schedule (due with each monthly progress payment application).
8. A Submittal Schedule (due 10 calendar days after the Notice of Award, and due monthly).
9. Material Status Report (due monthly).
10. Manpower Schedule (due monthly).
11. Record Drawings.
12. A Schedule of Values.*
13. CMAR's Emergency Name and Phone Number List (FAA Project Requirements)*
14. A List designating those portions of the work to be performed by Subcontractor's and the CMARs own forces.
15. A List of Subcontractors, List of Subcontractors/Material Suppliers with an Experience Statement
16. A Lien Release documenting that all Subcontractors and Material Suppliers have been paid for the previous months work, monthly submission required.
17. Written Safety Program for the work.
18. Copy of all Subcontracts, including Material Suppliers.
19. Duplicate Original Certified Payroll Reports and Statement of Compliance, with sworn affidavits from the CMAR (submitted weekly).
20. A List of Proposed Construction Equipment (FAA Project Requirement)*
21. Construction Cost Information, as requested by the Architect.
22. Three (3) week look ahead Project Schedule at Weekly Construction Meetings.
23. CMAR Certification that the Initial Verification of the Control Points established are

acceptable.

24. CMAR Certification of Calculations and Measurements to fully support the derivation of all Monthly Pay Quantities.
25. A Barricade Plan and Traffic Control Plan. *
26. Shop Drawings for all Temporary Taxiway Signs.
27. A Construction Safety and Phasing Plan Compliance Document. *
28. CMAR's Quality Control Plan, to be submitted 5-days prior to the pre-construction conference.
29. CMAR's Quality Control Records, including Daily Inspection Reports and Daily Test Reports, to be submitted daily.
30. National Pollutant Discharge Elimination System Site Construction Permittee Inspection Checklist
31. Storm Water Pollution Prevention Plan Notice of Termination.
32. A Letter of Certification stating that all Dowel Bars used meet the requirements of the Contract Documents.
33. A Certified Copy of the test reports for the Preformed Joint Sealer, and the Preformed Joint Sealer Lubricant (If Applicable).
34. CMAR's Affidavit Regarding Settlement of Claims.
35. Submit an original Affidavit acknowledging that all Subcontractors, Material Suppliers, Payrolls, Bills for Materials and Equipment, and other indebtedness connected with the work have been paid or otherwise satisfied.
36. An original Certificate evidencing that Insurance required by the General Conditions to the CMAR Contract is currently in effect and will not be canceled or allowed to expire until at least 30-days prior written notice has been given to the Owner.
37. A written statement that the CMAR knows of no reason that the insurance will not cover the period required by the General Conditions to the CMAR Contract.
38. A written consent of the Surety to Final Payment.
39. Record Drawings with a certification that the drawings are accurate and complete.
40. Five (5) sets of Operation and Maintenance manuals, index and bound, containing manufacturer's warranties, instructions for maintenance and operation of each item of equipment and apparatus.
41. An original, with notary signature, Full and Final Release and Waiver on Liens from the CMAR and for each Subcontractor and Material Supplier, that documents that they have been paid in full.
42. Certificate of Completion.
43. Written 1-year Warrantee, due at final completion.

*Indicates the submittal is due at the pre-construction conference.

Each submittal shall be numbered sequentially and shall be submitted in accordance with the above schedule, as amended from time to time, so as to cause no delay in the work schedule. The CMAR shall certify each submittal and shop drawing by providing an original letter (on CMAR's letterhead) to the Architect that he has reviewed and approved the submittal and that it conforms to the requirements of the contract documents. If this original certification is not included, the submittal and/or shop drawing will be returned without action. At the time of each submittal, the CMAR shall define and delineate in writing, separate from the certification, any deviations from the contract documents. If the Architect accepts this deviation, he will authorize the deviation by issuing a change order or if the deviation is minor by endorsement to the letter.

The Architect's review will be only for general conformance with the design concept of the work and for compliance with the information contained in the contract documents. The review of a specified item, as such, will not indicate review of the assembly or in which the item functions. Review by the Architect will not relieve the CMAR from responsibility for any errors or omissions in the submittals or shop drawings nor from his responsibility for complying with the Contract Documents. The only exception is deviations accepted in accordance with the preceding paragraph.

END SECTION 30

SECTION 40

CONTROL OF WORK

40.01 DAMAGE TO EXISTING PROPERTY

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

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

40.02 STORAGE OF MATERIALS AND EQUIPMENT

Equipment and stockpiled materials may be stored in areas on the project site provided they are kept below a maximum height of 8 feet and not within any safety areas or Part 77 surfaces. Airport Operations shall approve all areas of storage.

40.03 ACCESS ROADS

The CMAR shall establish and maintain permanent and temporary access roads to various parts of the site as required in the drawings or as required to complete the Project. Unless otherwise noted on the plans or approved by the Authority, temporary roads or vehicular traffic will not be permitted within the designated archaeologically sensitive areas. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project. In addition, they must be out of the areas of the project that are open to aviation traffic. Approval of the Architect is required for all desired locations. **The CMAR is required to inspect and videotape all existing areas of work, access and haul roads anticipated to be used by the CMAR prior to the start of construction, with the accompany of the Owner or Resident Architect.** The CMAR will be required to maintain all access and haul routes used during the course of the work during construction and return them to their original condition at the completion of construction.

40.04 FENCES

The CMAR shall maintain all existing fences and gates affected by the work until completion of the work. Fences and gates that interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the Owner, and the period the fence may be left relocated or dismantled as has been agreed upon. On completion of the work, the CMAR shall restore all fences, at their own expense, to their original or to a better condition and to their original location or as indicated on the drawings.

40.05 PARKING

The CMAR shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities. The CMAR's parking area will be located at the staging area upon approval of Airport Operations for security access. Vehicles with access into the Airport property require insurance as described in Article 11 of the *GENERAL CONDITIONS*.

40.06 DUST CONTROL

The CMAR shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered to prevent blowing. Suitable dust screens shall protect existing or new machinery, motors, instrument panels or similar equipment. Proper ventilation shall be included with dust screens. County Dust permits are required and are a non-pay-item.

40.07 DRAINAGE PROVISIONS

The CMAR shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to CMAR's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits. See Technical Specification P-156 for additional requirements.

40.08 EROSION CONTROL

CMAR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Work shall be scheduled to expose areas subject to erosion of the shortest possible time. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. See Technical Specification P-156 for additional requirements.

40.09 POLLUTION CONTROL

CMAR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse. See Technical Specification P-156 for additional requirements.

40.10 EXCESS MATERIAL

Unsuitable material, broken asphaltic concrete, construction debris, and broken Portland cement concrete resulting from the construction shall be removed from the project and disposed of at an offsite location (landfill) by the CMAR at the CMAR's expense.

40.11 CONSTRUCTION DEBRIS

The CMAR shall use his own forces and equipment to dispose of site refuse or construction debris at an offsite location (landfill).

40.12 CLEAN-UP

The CMAR shall upon completion of the work remove all temporary construction facilities, debris, and unused materials provided for in the work, and restore the site of the work and public right-of-way in a neat and clean condition.

40.13 WEEKLY PROGRESS MEETINGS

The Architect will conduct weekly Progress Meetings at regularly scheduled times convenient for all parties involved. A three (3) week look-ahead schedule will be developed by the

CMAR prior to the start of the meeting and will be discussed by the CMAR during a portion of the agenda. Additionally, discussions will address administrative and technical issues of concern, determining resolutions and development of deadlines for resolution within allowable time frames.

As may be required by the Architect, in addition to representatives of the Phoenix-Mesa Gateway Airport Authority and the CMAR, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities may be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

During the weekly construction meeting, there will be review and corrections (if any) and approve the meeting minutes of the previous progress meeting prepared by the Architect. The meeting minutes may be tape recorded and will document issues of significance including submittals, schedules, quality control, issues encountered, and the assignment of responsibilities for future action. Other items of significance that could affect progress may be discussed, and the meeting will include topics for discussion as appropriate to the current status of the project, including:

Review progress since the last meeting. Determine where each activity is in relation to the CMAR's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

Review the present and future needs of each entity present, including such items as:

1. Work Schedule and Hours of Work
2. Quality and Work Standards
3. Access and Limitation
4. Submittal Status
5. Requests for Information
6. Non-Compliance Notices
7. Status on Certified Payroll Reports
8. Change Orders and/or Extra Work
9. Housekeeping

The Architect may tape record the meeting and the Architect will distribute a copy to the Owner and CMAR. The CMAR shall be responsible to distribute the meeting minutes to

subcontractors, suppliers, and others affected by decisions or actions resulting from each meeting.

40.14 CONSTRUCTION SURVEYING LAYOUT

The CMAR shall set all construction stakes establishing lines, grades, and elevations to include necessary utilities and appurtenances and shall be responsible for their conformance with plans and specifications. The Architect will establish or designate (within the plan sheets) a control line or benchmark of known location and elevation for use as a reference. The CMAR shall furnish all materials, personnel and equipment necessary to perform all surveying, staking and verification of the accuracy of all existing control points, which have been provided by the Architect and/or Phoenix-Mesa Gateway Airport Authority. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and specifications. The work shall include establishing and marking "Record Drawings" coordinates and elevations on survey monuments and other designated locations. The work shall be done under the direction of a registered land surveyor employed by the CMAR. All survey crew chiefs shall be either a registered Civil Architect, a registered Land Surveyor, an Architect-in-Training, or a NICET Level III (or a higher NICET level) certified technician.

Materials and equipment shall include, but shall not necessarily be limited to, vehicles for transporting personnel and equipment, properly adjusted and accurate survey equipment, straightedges, stakes, flagging and all other devices necessary for checking, marking, establishing and maintaining lines, grades and layout to perform the work called for in the contract. The CMAR shall furnish a sufficient quantity of competent personnel to perform the survey work and layout.

The CMAR shall not employ nor engage the services of any person or persons in the employ of the Architect or the Phoenix-Mesa Gateway Airport Authority for the performance of any work as described herein.

a. Field Books. The CMAR shall furnish and use bound field books for recording survey data and field notes. These books shall be available for inspection by the Architect at any time and shall become property of the Owner upon completion of the work.

b. Initial Verification. Prior to setting any construction stakes the CMAR shall first verify the accuracy of the control points established by the Architect. If errors are discovered during this verification process, and the control points do not agree with the geometry shown in the plans, the CMAR shall immediately notify the Architect in writing, explaining the issue in detail. The Architect will advise the CMAR within five (5) working days of any

corrective actions, which may be deemed necessary. Secondly, upon completion of this verification process, the CMAR's registered Land Surveyor shall certify in writing, that all control points established by the Architect are acceptable and adequate to allow the CMAR's construction staking to meet the accuracy requirements of the specifications.

c. General Description. After the CMAR's registered surveyor has submitted his written certification verifying the accuracy of the control points established by the Architect, the CMAR shall set all stakes including, but not necessarily limited to: centerline stakes, offset stakes, reference point stakes, slope stakes, pavement lines, curb lines and grade stakes, stakes for sewers and waterlines, airfield drainage, pipe, underdrains, clearing, survey monuments, blue tops for subgrade, base and pavement courses, paint striping layouts, supplemental bench marks and permanent as-built elevation marks, as-built survey elevations of concrete pavement (all joints, corners of each panel) and asphalt base under concrete pavements at each concrete paving joint intersection, and the as-built elevations prior to placing the base course shall be obtained as well as all other horizontal or vertical controls necessary for complete and accurate layout of the construction work, and submitted to the Architect.

d. Preservation. The CMAR shall exercise care in the preservation of stakes, references and benchmarks and shall reset them when any are damaged, lost, displaced or removed. Station and offset reference stakes shall be installed and maintained at all times on each side of the Taxiway and on each side of all connecting Taxiways at 100-foot intervals.

e. Discrepancies. Any discrepancies in the grade, alignment, quantities, locations or dimensions detected by the CMAR shall immediately be brought to the attention of the Architect. Changes to the project plans will not be allowed without the written approval of the Architect.

f. Random Inspections. The Architect reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the Architect's opinion, the work is not being performed in a manner that will assure proper controls and accuracy, he may order any or all of the staking and layout work re-done, or he can order further staking to supplement the original work, both of which would be at no additional cost to the William Gateway Airport Authority.

g. Special Staking Requirements. Utility adjustments and Taxiway signs are a part of the Contract; therefore, the CMAR shall perform all layout work and set all control points, stakes and reference necessary for carrying out all such adjustments.

h. Monthly Pay Quantities. Measurement of all pay quantities will be the responsibility of the Architect. However, the CMAR shall furnish the Architect for each pay period, a certified set of calculations and measurements to fully support the derivation of all pay quantities.

i. Additional Work. If additional staking and layout are required as the result of additional work ordered by the Architect, such work will be paid at the respective predetermined unit prices specified herein. The amount per hour for a two (2) person or three (3) person survey party, a survey manager and a registered land surveyor includes the cost of all work necessary to complete the extra work, including the CMAR's overhead, profit,

bond, insurance and sales tax and extended general condition costs.

j. Measurement. Reference General Provisions Section 50-06 for measurement and payment.

40.15 SAMPLING AND TESTING

The Owner shall employ the official testing laboratory for acceptance testing. The CMAR shall employ the laboratory for quality control testing or plant calibration and it shall not be the same laboratory as the one employed by the Owner. The quality control measures by the CMAR shall be sufficient to produce materials of acceptable quality. The CMAR is required to provide and maintain a Quality Control Program, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the product(s). The Architect may require the CMAR's technician to perform testing of samples to demonstrate an acceptable level of performance.

The CMAR shall utilize a statistical based procedure of random sampling that provides that all material being produced will have an equal chance of being selected for sampling and testing. The CMAR shall sample and test any material that appears inconsistent with similar material being sampled unless such material is voluntarily removed and replaced or corrected by the CMAR. All sampling shall be in accordance with standard AASHTO or ASTM procedures.

The CMAR is directed to General Provisions Section 50.06 for additional information, requirements, measurement and payment for Construction Survey and Staking.

40.16 RECORD DRAWINGS

The CMAR shall keep one or more copy of all specifications, plans (24x36 in size), any addenda issued during the bidding process, any modifications to the plans and contract documents during construction (i.e. ESI, RFI, etc.), working drawings and shop drawings at the site, and in good order. One set of 24x36 plans shall be continually annotated by the CMAR to show all changes made during the construction process as they occurred. Additionally, these plans shall be verified by a licensed land surveyor.

The Architect and/or Project Manager will review the completeness of the Record Drawings on a monthly basis prior to and as a condition of approval of the monthly progress payments.

Upon completion of the project and prior to submittal of the final application for payment, a single, complete, all-inclusive, annotated full set of plans showing all "As-Built" work together with any annotated working and Shop Drawings, RFI's, ESI's, and Change Orders of relevance shall be delivered to the Architect for the Owner's record. At a minimum, the CMAR shall provide as-built elevations for each design grade that is shown on the plans. The CMAR shall provide stations and offsets for each handhole, manhole, light can/base, catch

basin or other similar structure on the annotated set of record drawings. The “As-Built” set of plans must be sealed by a registered Arizona Surveyor.

END SECTION 40

SECTION 50

UTILITIES AND EXISTING FACILITIES

50.01 GENERAL

This item shall govern the field location of all underground existing utilities in areas to be improved, to avoid conflicts with proposed surface or underground improvement. Work under this section shall include, but not be limited to, the investigation and locating of all underground facilities. Underground facilities means any item that is buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground, including electrical and communication ducts, airfield lighting and control cables, fiber optic lines, storm drains, electrical and telephone lines. The CMAR shall employ a private utility location service to locate the existing Owner and non-Owner utilities prior to starting the work. The CMAR shall blue stake and pot hole and use prudent care when excavating and locating said utilities.

The CMAR shall, after October 1, 1988, comply with the State requirements regarding excavation and underground utilities per A.R.S., Chapter 2, Article 6.3. and other pertinent Sections of the Blue Stake Law. The Airport is not a member, but has distribution systems for gas, electrical, water, and sewer on the site. The CMAR shall be responsible for locating all Owner and non-Owner utilities.

The CMAR's attention is directed to the following Arizona Revised Statutes:

a. ARS 40-360.22. Excavations, determining location of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the Owner of the facility shall respond as promptly as practical, but in no event later than two (2) working days. This section is not applicable to an excavation made during an emergency that involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

b. ARS 40-360.23. Making excavations in careful, prudent manner; liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner no shall it excuse such persons from liability for any damage or injury resulting from his negligence.

c. **ARS 40-360.28.** Civil penalty; liability. If the Owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the Owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

50.02 EXISTING UTILITIES

The CMAR is hereby advised that the location of all utilities, as shown on the Plans, may not be complete nor exact and the CMAR shall satisfy himself as to the exact location of the utilities. The CMAR shall be responsible for any damage done to public or private property and shall be repaired at the CMAR's expense.

Location of any underground telephone lines may be field verified by calling the Blue Stake Center telephone number "Arizona 811". The CMAR is required by Blue Stake Center to call at least two (2) working days before digging. The CMAR shall locate all utilities that Blue Stake will not locate.

The following utilities companies may serve the Phoenix-Mesa Gateway Airport directly or can provide services as requested.

TABLE – Utility Companies for Existing Utilities and Flood Plain Information.

Utility	Description
Water	City of Mesa
Electrical	Salt River Project
Airport	Authority (Communications & Special Systems)
Telephone	Century Link and Cox (Telephone and Data)
Sanitary	City of Mesa
Drainage	Maricopa Flood Control District, (East Maricopa and Powerline Floodway)
Flood Plain	The project is within the 500-year flood plain.

The CMAR is to protect all existing facilities during construction. The CMAR shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.

50.03 WATER FOR CONSTRUCTION PURPOSES

The CMAR, at their own expense, shall obtain and provide all water required for and in connection with the work to be performed. The CMAR shall remove all temporary waterlines installed by him, after completion of the work, if directed to do so by the Architect.

It is the CMAR's responsibility to identify the water source, its compatibility, storage, and costs for all water requirements for this project. The CMAR must submit a water source and its intended use to the Architect for approval. No direct payment will be made for construction water. The cost thereof shall be included in other items for which direct payment is made.

50.04 ELECTRICAL POWER

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

50.05 TELEPHONE SERVICE

The CMAR shall make all necessary arrangements with the telephone utility for telephones in his offices at the site and separate telephones, fax, high-speed internet, and a direct service line in the office of the Architect and shall pay all monthly charges therefore including long distance calls from the office of the Architect. All CMARs and others performing work or furnishing services at the site shall be permitted to use the CMAR's telephone without charge for calls pertaining to the work.

50.06 SANITARY FACILITIES

CMAR shall furnish temporary sanitary facilities at the site, as provided herein, at their own expense, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the

greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. CMAR shall enforce the use of such sanitary facilities by all personnel at the site.

END SECTION 50

SECTION 60

OPERATIONS, SAFETY AND SECURITY

The CMAR shall reference the Construction Safety and Phasing Plan for a comprehensive report of the safety procedures and requirements on this project.

60.01 DEFINITIONS

- a. **Air Carrier Aircraft** - An aircraft with a seating capacity of more than 30 passengers that is being operated by an air carrier.
- b. **Air Carrier Operation** - The takeoff and landing of an air carrier aircraft and includes the period of time from 15 minutes before and until 15 minutes after the takeoff or landing.
- c. **Air Operations Area (AOA)** - Air operations area, paved or unpaved, is any area of the airport used for or intended for landing, takeoff, or surface maneuvering of aircraft including its associated runway, taxiway, or apron.
- d. **Airfield Operations Specialist** – The Authority employee who monitors activities within the Airport Restricted Areas. Operations Specialists ensure a safe and secure operating environment is maintained on the airfield.
- e. **Airport Marking Aids** - Marking used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. A runway should be marked in accordance with its present usage such as: visual, non-precision instrument, precision instrument.
- f. **Construction** - The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.

- g. Escort** - person authorized by the Authority to accompany CMAR personnel within the Airport Restricted Area. The escort shall accompany or monitor the activities of an individual(s) in a manner sufficient to take responsive action in a sized area approved by the Architect. A proper escort is defined as maintaining visual monitoring, within reasonable voice range and being able to react to the actions of those under escort.
- h. FAA** - The Federal Aviation Administration, a branch of the U.S. Department of Transportation that regulates aviation and airport safety and certification.
- i. FDC** – Fire Department Connection.
- j. FOD** - Foreign Object Debris/Damage, meaning any object that is potentially hazardous to aircraft.
- k. General Aviation** - That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from a Civil Aeronautics Board and Large aircraft commercial operators.
- l. Haul Route** - A specified path created for vehicles to maneuver within the Airport Restricted Area to/from a work site. Haul routes are subject to the approval of the Architect in accordance with the contract documents.
- m. Instrument Landing System (ILS)** – An electronic visual approach guidance system used by aircraft during landing operations.
- n. 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 ramps and aircraft parking areas (reference 14 CFR part 139).
- o. Navigational Aid (NAVAID)** - An apparatus generally located within the AOA, serving as a guide to aircraft.
- p. Obstruction** - Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.

- q. **Object Free Area (OFA)** - An area on the ground centered on the runway, taxiway, or taxilane 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 AC 150/5300-13, *Airport Design*, for additional guidance on OFA standards and wingtip clearance criteria).
- r. **Obstacle Free Zone (OFZ)** - The airspace below 150 feet (45m) 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 (refer to AC 150/5300-13 for guidance on OFZs).
- s. **Precision Approach Path Indicator (PAPI)** - An airport lighting facility providing vertical visual approach slope guidance to aircraft during approach to landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he/she is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.
- t. **Restricted Area** – Areas that do not allow access to the general public. These are limited access areas that the Executive Director, the FAA, or commercial aviation business owners have elected to restrict for purposes of security or safety. It is enclosed by a perimeter fence and includes but is not limited to the AOA, perimeter roadways, haul routes, CMAR security gate and worksite.
- u. **Runway** - A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees; e.g., Runway 12 and Runway 30.
- v. **Runway End Identifier Lights (REIL)** - Two synchronized flashing lights, one on each side of the runway threshold, which provides rapid and positive identification of the approach end of a particular runway.
- w. **Runway Lights/Runway Edge Lights** - Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway lights are uniformly spaced and the intensity may be controlled or preset.

- x. **Runway Safety Area (RSA)** - 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 AC 150/5300-13.

- y. **Safety Area** - A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.

- z. **Taxi** - The movement of an airplane under its own power on the surface of an airport.

- aa. **Taxiway** - A defined surface used by aircraft for transition/movement to and from aircraft parking areas/aprons to runways.

- bb. **Taxiway Lights/Taxiway Edge Lights** - Lights having a prescribed angle of emission used to define the lateral limits of a taxiway and are blue in color.

- cc. **Threshold Lights** - Fixed green lights arranged symmetrically left and right of the runway centerline, identifying the runway threshold.

- dd. **TSA** – The Transportation Security Administration, a branch of the U.S. Department of Homeland Security that oversees aviation security.

- ee. **Visual Flight Rules (VFR)** - Rules that govern the procedures for conducting flight under visual conditions. The term "VFR" is also used in the United States to indicate weather conditions that are equal to or greater than minimum VFR requirements.

- ff. **Worksite** - Area in which work under contract is being performed, generally starting at the CMAR on-site trailer. Airport ID badges must be displayed within the worksite at all times.

60.02 AIRPORT SECURITY REQUIREMENTS

If this project will be constructed inside the Airport Perimeter Security Fence or both inside and outside of the sterile area of the Terminal (each side of the TSA checkpoint), the following badging requirements shall apply.

The airport is operated in strict compliance with Transportation Security Administration (TSA) and Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Contractor's personnel or sub-contractors will subject the Contractor to penalties imposed by the TSA or the Authority.

The Contractor will assume all fines against the Authority assessed to them by the TSA for the Contractor's security violations. Typical fines are ten thousand dollars (\$10,000.00) or more per incident.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

1. The Contractor shall be held responsible for controlling his employees, subcontractors, and their employees with regard to traffic movement.
2. The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.
3. The Contractor shall submit to the Engineer in writing a detailed work plan for each construction phase. The work plan shall include, but not be limited to, temporary electrical facilities, installation sequence of underground electrical and storm sewer systems, paving sequence, and installation sequence of electrical items. **This plan shall be submitted 14 calendar days prior to the start of each construction phase.** No work within the construction phase may commence until the phase work plan is approved.
4. Not Used.
5. The Contractor shall employ a full time traffic manager, reference *General Provisions* Section 40-05.

The following language shall be used in all solicitations, Contracts and subcontracts requiring the distribution of security badges to Contractor, subcontractor or material supplier employees:

- a. Airport Access Badges** All Contractor and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display a Phoenix-Mesa Gateway Airport (IWA) airport security badge. The Contractor shall submit a Security Badge Application form to the Authority security office for each employee requiring unescorted access, along with the current fee for each badge. The fee must be paid with submittal of application. The Security Badge Application form and instructions are available via the Internet at www.gatewayairport.com.
- b. Contractor Badging Process** – The contractor is to follow the process below to obtain badges for their staff and subcontractors.
- Step 1 – Contractor On-boarding
 1. A contractual agreement shall be established and executed with PMGAA.
 2. A sponsorship Form shall be completed by PMGAA Engineering Staff sponsoring the contractor/project.
 3. A Company Security Media Authorization (CSMA) form is completed by prime contractor’s company principal to sponsor airport security badges. The principal may delegate up to two (2) Authorized Signatories, including themselves if they choose to do so.
 - i. If an operational need exists, subcontractors may be permitted to complete a CSMA and sponsor badges, if sponsored by the prime contractor, but all requests are reviewed on a case-by-case basis and are at PMGAA’s discretion.
 4. The prime contractor shall retain responsibility for all badges issued to their employees and their subcontractors, in addition to complying with the Airport Security Program.
 5. The contractor will either need to produce a credit card at time of service for any payments or complete a credit card authorization form to place a card on file with the Badging Office. Alternative payment methods may be evaluated on a case-by-case basis and are at the discretion of PMGAA.
 - Step 2 – Authorized Signatories
 1. Designated Authorized Signatories will schedule an appointment to drop-off paperwork once the CSMA form has been completed with the Badging Office.
 2. Upon clearing the background process, Authorized Signatories will schedule appointment(s) to complete all required training to include, but not limited to, Authorized Signatory Training, Ramp Driver, etc.
 3. Once an Authorized Signatory is issued their badge, they may sign badge applications for their organization.
 - i. Signatories are required to comply with all audit and badge management procedures, regulations; to include an annual recurrent training.
 - Step 3 – Applicant Processing

1. An applicant will fill out a badging application, bring their required IDs (found on the last page of the badge application), and meet with their Authorized Signatory to validate the IDs and have the signatory sign the application. Once completed, the applicant may schedule an appointment with the Badging Office to drop off their application.
 - i. NOTE: At its discretion, PMGAA may facilitate bulk application drop-off based on operational need
2. Once the applicant has cleared, the Authorized Signatory will be notified that the applicant has passed the background process and is ready for training. The Badging Office will coordinate with the PMGAA Engineering Team to determine the training requirements that must be completed based upon the project type.
3. Upon completion of training and applicant will be issued their badge.
 - i. NOTE: At its discretion, PMGAA may facilitate bulk badge pick-up based on operational need
4. Badges may be renewed up to 60 days prior to its expiration date. Badge renewals shall be contingent on operational needs of a project and at the discretion of PMGAA.

1. All Contractor and sub-Contractor personnel that are to be issued an Airport Identification Badge are required to attend and successfully complete a training class before being issued an identification badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take 2 hours per person.

The types of training required will be determined by the scope and location of the work involved. All personnel that will receive Airport badges shall attend the security training. Additionally, personnel operating vehicles or equipment within the Restricted Area of the airport will attend Airport Driver training, all personnel working near active movement areas will attend the Operational Safety on Airports training and any personnel acting as a Gate Guard/Crossing Guard will attend the Gate Guard/Crossing Guard training.

2. Additional information, including a “Frequently Asked Questions” is available via the Internet at www.gatewayairport.com or by contacting the Authority Badging Office at 480.988.7522 or via email to badgingoffice@gatewayairport.com
The Badging Office is located at 5803 S. Sossaman Rd., Mesa AZ 85212.
3. The Contractor should allow thirty (30) business days lead time for employee badges to be issued.
4. The Contractor shall immediately notify Airport Operations/Badging Office of any Contractor personnel whose employment status has changed.
5. The Contractor shall be responsible for retrieving all security badges and keys and return them to the Badging Office. A fee will be charged for each badge that is damaged, lost or not returned.

6. The Authority Badging Office will require the following from each badge applicant before a security badge is issued:

Security Badge Application - All employees are required to complete a security badge application form. The security badge application is available via the Internet at www.gatewayairport.com.

Contractor-Provided Escorts - The job superintendent and assistant superintendent will be responsible for escorting their non-badged employees, visitors, vendors, subcontractors and material suppliers while on the job site, assuring that no breeches of the Airport security program occur.

Company Security Media Authorization - A Principal of the Contractor is required to complete and submit to the Authority Badging Office this form, which identifies authorized signatories for the Contractor.

For current badging hours or any other questions pertaining to badging, please call the Badging Office at 480.988.7522.

Airport security badges are issued by the Authority Airport Operations and will be required when working within the Restricted Area. It is recommended that Superintendents, Foremen, Supervisors, or Leads be issued an airport security badge who then can provide the required escort for their work crew.

- Airport ID badges issued by the Airport are property of the Airport and must be surrendered upon the request of any Airport personnel.
- No person shall loan or provide airport ID badges to anyone other than to whom the badge was issued.
- Airport ID badges must be properly displayed on the outermost garment, above the waist, at all times while within the Restricted Area.
- Airport ID badges shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the ID system.
- Airport ID badges are non-transferable.
- Damaged badges will be subject to a replacement fee.
- Contractors are required to wear the armband that accompanies the badge.
- The Contractor shall be assessed a fee for each lost/unreturned badge.
- The Contractor must immediately report to the Badging Office any lost badge or any employee who quits or is terminated, and the employee's badge must be returned to the Authority.

c. Access Control

Any time access is required within the Restricted Areas the Contractor shall be responsible for assuring that no breeches of airport security occur. Restricted areas are fenced and must

remain fenced at all times. The gates will remain closed and locked or a guard will be provided at the Contractor's expense. The Contractor will furnish the guard with a roster of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to the airport authorities.

- No person shall enter the Contractor worksite without authorization. Any person found within the worksite without proper identification as describe herein shall be considered unauthorized and shall be removed from the worksite.
- All persons authorized access to the worksite shall display a valid Airport ID badge issued by the Authority or be under authorized escort.
- Persons authorized to provide escorts include the Authority staff and designated Contractor supervisors. The number of personnel being escorted shall not exceed ten (10) non-badged personnel; this includes vendors, subcontractors, visitors and part-time workers. Equipment Operators are not allowed to provide escort while operating equipment. **Failure to provide an escort can result in loss of escort privileges, fines, revocation of the security badge, or all three.**

d. Challenge Procedures

All personnel are responsible for challenging and reporting anyone in their work areas not displaying an Airport ID badge. Personnel shall contact Airport Operations and/or Mesa Police Department and detain person(s) if safe to do so.

60.03 AIRPORT SAFETY REQUIREMENTS

a. Operating Construction Vehicles on the Airport

No vehicle shall enter the CMAR worksite unless the following conditions are met:

- The driver is authorized to access the worksite (in possession of valid security badge with a driver endorsement).
- The driver possesses a valid driver's license.
- The vehicle is properly marked with the company name.
- Vehicle is marked with beacon or checkered flag or under escort.
- Transient haul truck drivers are not required to obtain an Airport ID badge but are required to check in with the CMAR security guard.
- All equipment operators are required to be badged when working within the Airport Restricted Area.

b. Prohibited Vehicles

The use of motorcycles, bicycles, two-wheeled motor scooters and privately owned vehicles within the worksite is strictly prohibited.

c. Vehicle Condition

Vehicles must be in good mechanical condition with operational lights, horn, brakes, and clear visibility from the driver's seat. Trailers and semi-trailers must be equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft engine blast nor wind will cause them to become free rolling.

d. Compliance

All traffic within the Airport Restricted Area and/or CMAR worksite must comply with any lawful order, signal or direction of any Airport employee. When such traffic is controlled by signs or pavement markings, such symbols shall be obeyed, unless otherwise directed by an officer or agent of the Airport Authority.

e. Night or Low Visibility Operations

All vehicle headlights, taillights, and running or clearance lights shall be in operational condition. Headlights shall be used at all times.

f. Construction Vehicle and Equipment Markings

All construction equipment and vehicles shall have flashing amber lights, mounted at the highest point, during the nighttime and a 3' x 3' orange and white checkered flag or a flashing amber beacon during the daytime. All vehicles and equipment on the construction site shall have company designations visibly displayed. No personal vehicles will be allowed in the work area. All construction vehicles and equipment must have the company name and/or logo and vehicle number at least four (4) inches in height on each side of the vehicle.

g. Operation of Vehicles

No vehicle shall operate within the Airport Restricted Area:

- Unless operated by an individual in possession of a valid Airport Identification Badge with a driver's endorsement or, under the direct escort of someone who is.
- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.

- If such vehicle is loaded or maintained as to endanger persons or property.

h. Speed Limits

The speed limit on the perimeter roads is 25 miles per hour. The speed limit on the haul route is 15 miles per hour.

i. Vehicle Accidents

Each operator of a motor vehicle involved in an accident on the airport that results in damage to property or personal injury shall first contact 9-1-1 and then report it fully to the Airport Operations Department as soon as possible after the accident. The report must include the name and address of the person reporting. Copies of reports taken by City of Mesa are acceptable for incidents that occur in the public areas of the airport.

j. Hearing Protection

CMAR personnel working on or adjacent to the AOA are encouraged to wear hearing protection.

k. Worker Injuries

In the event of a serious injury requiring medical attention call **911**. If called from a cell phone, tell the emergency operator to connect to the City of Mesa Emergency Dispatch, otherwise the call will be routed to Maricopa County Dispatch and that will delay emergency response. All injuries must also be reported to Airport Operations as soon as possible.

l. After Hours Contacts

The CMAR shall submit to the Architect a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job title and phone numbers.

m. Daily Site Inspections

Prior to the CMAR leaving the worksite for the day, an inspection of the site shall be completed. All discrepancies noted in the inspection must be corrected to the satisfaction of the Architect prior to the CMAR leaving the worksite.

n. Deliveries

All deliveries for the CMAR shall be received by the CMAR. Deliveries will not be accepted by anyone other than the CMAR. The Authority nor its authorized representatives will not accept or be responsible for deliveries.

o. Haul Routes

- The majority of the haul route is in the City of Mesa Public Right-of-Way and CMAR shall abide by City of Mesa Traffic regulations. CMAR shall maintain access in the vicinity of the haul routes to provide access to the parking lot and the Authority vehicles.
- Placards will be issued to transient haul trucks (i.e. concrete) upon entry into the Restricted Area by the gate guard.

p. Cranes or Mobilized Equipment

All activities involving cranes or mobilized vehicles exceeding 20 feet in height on or near the AOA require 48-hour advance coordination with Airport Operations. The following information is required:

- Location of equipment
- Maximum extendable height
- Duration of use
- Daily hours of operation
- Whether or not the crane can be lowered when not in use

Equipment must be lowered to its stowed height when not in use or as otherwise directed. The **highest point** of each piece of equipment shall be marked by a 3' x 3' orange and white checkered flag. At night and during periods of low visibility, the highest point of the crane must be marked by a red obstruction light. Crews must be prepared to remove equipment promptly if so directed.

The CMAR is advised that it may take up to 12 weeks to obtain an airspace determination for construction equipment (such as a concrete batch plant if he elects to use one), and he must submit information required for inclusion into the FAA 7460 airspace evaluation submittal as soon as feasible after Notice of Award in order to not delay the project schedule. This review should be included in the CMAR's schedule.

q. Staging & Storage Area

All CMAR materials, equipment and supplies shall be within the CMAR's designated staging & storage area. All staging & storage areas shall be marked, debris boxes covered and area kept neat and clean of debris.

For equipment that must remain in the work area, the following conditions must be met:

- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least 48 hours in advance with the Architect.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

r. Barricades & Lighting

The perimeters of the actual work areas, all uneven surfaces, mounds and excavations shall be adequately barricaded in accordance with the plans and contract documents including but not limited to vertical panel barricades, low level barricades and/or Type II barricades and lighted with omni-directional flashing red lights to prevent intrusion by taxiing aircraft, equipment, personnel and vehicles.

The CMAR shall provide and maintain all low-profile and vertical panel barricades and LED omni-directional lights, night and day. The lights for the low-level barricades shall be capable to be "screwed in" to the barricade. Low-profile barricades shall be orange and white in color and shall be a minimum of eight (6) feet in length and approximately ten (10) inches in height. All cones and other marking devices must be lighted or equipped with reflectors during periods of darkness as directed by Airport Operations.

All barricades, lights, flags and cones must be maintained and kept in proper working order by the CMAR day and night. All burned out lights must be replaced immediately. Barricades, lights, flags and cones must remain upright at all times.

The low-profile barricades must always be filled with water. In situations of adverse weather, the placement of sandbags on barricades may also be required. The CMAR must also keep an adequate supply of extra barricades and lights on site for replacement. Escorts for barricade maintenance must be provided by the CMAR or coordinated in advance with Airport Operations.

Only red, battery powered or approved solar powered, lights are acceptable at the airport.

s. Trenches and Excavations

CMARs shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval with the Architect:

- Open trenches not to exceed 500 feet in length at any one time.
- Spoils from excavations are to be placed closest to the trench.
- Spoils length not to exceed 500 feet in length at any one time.
- Spoil height is not to exceed 4 feet or any height that would cause a visual obstruction.
- Spoils not returned to the trench or removed from the worksite are to be properly marked with lighted barricades with a spacing of no more than 10' or that to properly delineate the trench.

t. Stockpiled Material

Stockpiled materials are allowed only within the CMAR's designated staging & storage areas.

u. CMAR Security Guards

The following procedures are for CMAR security guards controlling CMAR access gates into the Restricted Areas. CMAR is also responsible to:

- Use primary radio or back-up telephone equipment to contact Airport Operations and the CMAR Foreman of any security violation or threat to airport safety. Report any failure of radio or back-up equipment immediately.
- Assure that all authorized CMAR employees or suppliers use designated haul route and staging areas.
- Monitor the Restricted Area access gate at all times and NEVER leave a gate open, unsecured or unattended.

v. Deliveries

Delivery trucks must be properly escorted in order to proceed into any controlled area of the airport. The gate guard shall log down the date, driver name, and company. Advise the driver to wait at the gate until the escort arrives.

w. Haul Trucks

Transient haul truck drivers are required to check in with the CMAR security guard. The driver shall be issued an orange/white checkered flag to be mounted on the highest point of the truck; and shall be returned to the security guard upon check out. Advise the driver to remain on the marked haul route and follow the appropriate signs to the intended work area. At no time shall a driver unfamiliar with the worksite be allowed to deviate from the marked haul route.

x. Weapons

No person, except a peace officer, authorized air carrier employee, airport employee or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or inflammable material on or about his person, openly or concealed, in the Restricted Area of the airport without the written permission of the Airport Director, Deputy Director or Director of Operations and Maintenance. A weapon includes all those listed in Section 13-301, Arizona Revised Statutes. No person shall furnish, give, sell, or trade a weapon on airport property.

y. CMAR Responsibilities

- The CMAR must maintain and provide to the Architect a log detailing the contract number, the airfield access point used, and all authorized and anticipated subcontractors and suppliers that will be requiring entry.
- The CMAR must furnish guards with a sufficient number of flags for transient vehicles such as concrete or asphalt trucks entering the Restricted Area.

- The CMAR must furnish guards a means of securing the access point should the guard have to leave the area in an emergency.

z. Construction Flagmen

Construction flagmen will be required at any crossings of taxiways by construction equipment.

60.04 MEASUREMENT AND PAYMENT

Measurement for Airfield Safety and Security shall be per lump sum and shall include full compensation for furnishing all labor, materials, checkered flags, warning lights, silt fence, traffic signs, airfield radios, crossing guards, escorts, power vacuum sweepers, furnishing and maintaining all barricades and lights day and night, vehicle and equipment markings, security badges and training for all construction personnel, tools, equipment, flagmen, cell phones, SPCD acceptable to Airport Operations, installation and removal of temporary pavement markings and all other incidentals required to safely control traffic and provide the proper security for the Airport as identified in the phasing plans.

60.05 SCHEDULE OF FINES (AS APPLICABLE TO THIS PROJECT)

Due to both the safety and security precautions necessary at the airport, failure of the CMAR and subcontractors to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare and lives of the customers and employees at the airport, as well as the CMAR's own employees. Therefore, if the CMAR is found to be in non-compliance with the security, airfield badging/licensing and airfield safety requirements by either the Owner's personnel or the Architect or his representatives, the Owner may issue Notice of Violation (NOV). The CMAR may appeal the NOV, however appeals must be made in writing, and within four (4) calendar days of the offending incident, to the Authority Project Representative. The appeal shall state, in sufficient detail, why the NOV/circumstances is unwarranted. A final and binding decision on the appeal will be made by Airport Operations within ten (10) working days of receipt of the appeal, the CMAR will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with the Schedule of Fines table (on the next page), and the applicable amount will be withheld from the CMAR's monthly payment application following the date of the violation. The CMAR shall be held financially responsible for all NOV's issued to their subcontractors, lower tier subcontractors, or material suppliers associated with this Contract.

DESCRIPTION OF FINES:	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Parking in unauthorized areas.	\$1,000	\$2,500	\$5,000
Not having proper and current Airport Security Badge or not properly displaying Airport Security Badge.	\$1,000	\$5,000	\$15,000
Unauthorized access to AOA by construction personnel or access through construction gate by unauthorized personnel.	\$1,000	\$5,000	\$15,000
Failure to Escort / be Escorted.	\$1,000	\$5,000	\$15,000
Failure to secure an access gate / door when not in use, or failure to wait for an automated gate / door to close.	\$5,000	\$10,000	\$15,000
Operating a vehicle or mobile construction equipment without a current Ramp Driver's permit.	\$1,000	\$5,000	\$15,000
Failure to stop at a designated Stop, or exceeding the maximum speed limit, or deviating from designated service roadway or haul routes.	\$2,500	\$5,000	\$15,000
Failure to yield to airside personnel or vehicles.	\$1,000	\$5,000	\$15,000
Failure to yield to an aircraft and/or causing an aircraft to deviate from intended course.	\$5,000	\$10,000	\$15,000
No logo on vehicle or logo is not correct in name and dimension.	\$1,000	\$5,000	\$15,000
Runway incursion.	\$15,000	\$20,000	\$25,000
Runway/Taxiway deviation of an active taxiway, or apron.	\$10,000	\$15,000	\$20,000
Safety violation, such as insufficient barricades, or no flags or amber beacons	\$5,000	\$10,000	\$15,000

on vehicle or equipment. Or no red obstruction lighting on cement silo, batch plants, cranes or other equipment with significant height.			
Non-compliance with the Authority's lock-out tag-out procedures.	\$5,000	\$10,000	\$15,000
Failure to backfill open trenches within time specified.	\$5,000	\$10,000	\$15,000
Failure to provide lighted barricades.	\$5,000	\$10,000	\$15,000
Failure to provide functional temporary edge lighting.	\$5,000	\$10,000	\$15,000
All other NOV not listed in this Table 1.	\$1,000	\$5,000	\$15,000

END SECTION 60

END SPECIAL PROVISIONS



Appendix A to the CMAR Construction Services Contract

Construction Safety and Phasing Plan

For

DEMOLITION OF AIRPORT FACILITIES

PMGAA Solicitation No. 2024-009-RFQ

Project No. PMGAA-1223

ADOT No. TBD

AIP Project No. TBD

MM/DD/YR

Airport Construction Safety and Phasing Plan

For

Phoenix-Mesa Gateway Airport
Mesa, Arizona
Demolition of Airport Facilities

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A. PROJECT OVERVIEW

Aviation safety is the primary consideration at airports, especially during construction. The Phoenix-Mesa Gateway Airport's Construction Safety and Phasing Plan (CSPP) is the primary tool to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures or a required Contractor response for each hazard.

Phoenix-Mesa Gateway Airport (Airport, Gateway Airport) is a small hub airport located in the Southeast region of the greater Phoenix area. Gateway Airport handles more air traffic and more complex aircraft operations than the majority of towered airports nationwide. It has been determined that the demolition of seven (7) buildings and associated infrastructure is necessary to accommodate new development projects at the Airport. The seven buildings range in size and material and are located both within and outside the Airport Operations Area (AOA). The buildings are:

- Air Traffic Control Tower (ATCT), building 1081
- Remote Transmitter Receiver (RTR), building 1101
- Building 1085
- Building 1087
- Building 1095 plus associated sound suppression structure
- Building 1541
- Hangar 24

Each building served the Airport with different functions, but due to the age of the buildings and the cost of maintenance and repairs, it is no longer fiscally responsible to upkeep maintenance. The demolition of the buildings will create more useable opportunities to meet the needs of the Airport as the Airport continues to grow and develop.

This Construction Safety & Phasing Plan provides specific information to the Contractor and/or Subcontractors selected to carry out the construction contract for the Demolition of Airport Facilities project. This plan includes the requirements and procedures for accident prevention, safety requirements, and security considerations at the Phoenix-Mesa Gateway Airport. The Airport's safety objective is to achieve accident-free construction projects.

The CSPP is a standalone document which has been specifically developed for the project at the Phoenix-Mesa Gateway Airport referenced as the Demolition of Airport Facilities project. The CSPP has been written to correspond with the safety and security requirements set forth in FAA Advisory Circular 150/5370-2G, specific Phoenix-Mesa Gateway Airport Authority (PMGAA) safety and security requirements, as well as local codes and requirements.

The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the actions of inspection personnel and Airport staff.

The Contractor or Subcontractor shall conduct operations in a manner that will provide safe working conditions for all employees, the protection of the public and all others who may be affected by demolition activities. Nothing contained in this plan is intended to relieve the Contractor, subcontractor or supplier of the obligations assumed by the Contractor under contract with PMGAA or as required by law.

Safety must be an integral part of the job. Full participation, cooperation, and support are necessary to ensure the safety and health of all persons and property involved in the project. The purpose of phasing, marking, barricading, and lighting of airside construction areas is to delineate hazardous areas and prevent unauthorized incursions into the area by personnel, vehicles, equipment, and aircraft during construction; and to positively separate construction activity from aircraft operations. Four (4) of the eight (8) buildings are located within the AOA, while the remaining are outside the AOA.

This document has been developed to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity on active and non-active airfield surfaces. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory for AIP/PFC funded construction projects.

The Contractor shall be required to submit a Safety Plan Compliance Document (SPCD) to the Airport describing how the Contractor will comply with the requirements set forth in this CSPP.

The SPCD shall be drafted as required in FAA Advisory Circular 150/5370-2G Operational Safety on Airports During Construction. The SPCD shall detail how the Contractor will comply with the CSPP by detailing those means, methods and/or programs that will be implemented during construction. These items will include but not be limited to:

- specific hazard and safety equipment
- construction lighting
- construction equipment height
- Contractor emergency points of contact
- HAZMAT response procedures
- AOA access and escort programs

The SPCD must be submitted to the Airport for approval prior to issuance of the Notice to Proceed. The SPCD must also include a certification statement by the contractor stating that it understands the operational safety requirements detailed in this CSPP and SPCD. The contractor's certification statement will also assert that there will be no deviation from the approved construction practices contained within either of these documents.

In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP or the SPCD, the Airport or Engineer will direct the Contractor, in writing, to immediately cease those operations observed to be in violation. In addition, a safety meeting will be conducted for the purposes of determining and reviewing those provisions in the CSPP/SPCD which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions required by the contractor have been implemented.

B. PROJECT SCOPE

This project consists of the demolition of eight (8) structures and associated infrastructure. Each building varies in size and material and are located both within and outside the AOA. A brief summary of each structure is below.

- ACTC, building 1081.
 - 4,200 sf
 - Block base with metal frame
- RTR, Building 1101
 - 1,608 sf
 - Block frame
- Building 1085. Inside the AOA.
 - 36,005 sf
 - Block frame
- Building 1087. Inside the AOA.
 - 4,020 sf
 - Metal frame

- Building 1095
 - 34,320 sf
 - Block frame
- Sound suppression structure – metal structure. Inside the AOA.
- Building 1541
 - 6,032 sf
 - Metal frame
- Hangar 24. Inside the AOA.
 - 11,758 sf
 - Metal frame

A survey of existing utilities will be conducted. All utilities will be identified and terminated by the contractor to ensure safety and to ensure redevelopment opportunities are not hindered. Each structure will be demolished, including concrete pads and all associated landscape, retention walls and structures. All materials associated with the demolition of each structure, concrete pad, landscaping or structure shall be hauled off and disposed of off Airport property. After demolition, each building and area shall be regraded and left in a condition that is shovel ready for future construction.

Construction is anticipated to begin in early 2024. The project shall proceed forward as a single phase of work. No areas of the airfield are expected to be closed during this project.

C. PLAN REQUIREMENTS

1. COORDINATION

Pre-bid, and pre-construction conferences are used to introduce the subject of airport operational safety during construction. In addition, construction progress meetings, scope of schedule changes, and meetings with the FAA Air Traffic Organization (ATO) will be coordinated as required through the performance of the contract.

- Contact information for key construction personnel, engineering staff, and key airport personnel will be distributed between all relevant parties associated with the project prior to the start of construction. Updated and current contact lists shall be made available to Airport Operations at all times.
- Communication between the airport staff, tenants and construction personnel will be primarily through the Airport Project Manager.
- If the airport staff and tenants are not able to contact the Airport Project Manager, they may contact designated contractor employees that will be on call 24/7.
- Notifications to the Airport and FAA ATO shall be coordinated through the Airport Project Manager whenever possible.

A Kick-off Meeting will be scheduled prior to the issuance of the Notice to Proceed. Invitees and attendees will include PMGAA Design, Construction, and Operations personnel, the Contractor's Project Superintendent, representatives from the FAA and ADOT (in person or by phone) if applicable, and relevant safety-related issues will be discussed in detail at this meeting.

At the Pre-Construction Conference, topics of discussion will include the FAA Advisory Circular (AC) 150/5370-2G, Operational Safety on Airports during Construction, project scope, the Airport Project Manager's responsibility and authority, identifying the Contractor's Superintendent, NOTAM responsibility, phasing and scheduling of work, Notice to Proceed date, safety during construction,

security, badging and escorting requirements, quality control and testing, test reports, maintenance of record drawings, labor requirements; and DBE, MBE, and EEO requirements.

The Pre-Construction Meeting has not yet been scheduled but will tentatively take place in the winter of 2024, at the Phoenix-Mesa Gateway Airport.

- a. **Contractor Progress Meetings.** Weekly construction progress meetings will be held at Phoenix-Mesa Gateway Airport where the invitees and attendees will include at minimum PMGAA personnel, the Contractor's Project Superintendent, and the lead personnel of each Subcontractor. In addition to the discussions on the progress of the project, operational safety procedures identified within this Safety Plan will be reviewed and discussed. Additional meetings may be scheduled between the weekly construction meetings as deemed necessary by the Airport Project Manager.
- b. **Scope or Schedule Changes.** Changes in the scope and/or duration of the project may necessitate revisions to the CSPP. The FAA Airports Regional or District office shall be promptly notified of any proposed changes to this CSPP. Changes to this document require review and approval by the Airport and the FAA prior to implementation.
- c. **FAA ATO Coordination.** Notifications to the Airport and FAA ATO shall be coordinated through the Airport Project Manager whenever possible. Airport Operations will issue the proper NOTAMS to close specific areas of the airport to aircraft operations as needed throughout the project.

2. PHASING

Construction phasing for this project shall be coordinated through PMGAA Operations. All required NOTAM closures and notices shall be in-place and active prior to any proposed work operations.

- a. **Phase Elements.** The entire project is expected to be completed in a single continuous phase. Sequence of demolition will be determined at the pre-construction meeting. General elements of the sequencing and phasing are as follows:
 - **Contractor staging, Equipment Storage, Demolished pavement disposal areas, and Soil Disposal areas** – Reference Exhibit 1 for general safety and security notes associated with and corresponding to staging, equipment storage and material disposal area locations.
 - **Construction access and haul routes** – Reference Exhibit 1 for routing layouts. Applicable control along contractor access routes for both safety and security must be maintained at all times. Contractor access into or through the Airfield Operations Area (AOA) is strictly prohibited without approval from the Airport Project Manager and coordination with PMGAA Operations.
 - **ARFF access routes** – Emergency ARFF access in and around the site will be maintained by the contractor, as required, for the duration of this project. Access gates and routes for ARFF vehicle access shall be coordinated with PMGAA Operations and maintained and/or adjusted as necessary by the Contractor. Construction contractors must prominently mark open trenches and excavations within the construction site.
 - **Airport Operations vehicle routes** – Access for Airport Operations Vehicles, in and around the site will be maintained by the Contractor as required or needed for the duration of this project. Routes for vehicle access shall be coordinated with PMGAA Operations and maintained and/or adjusted as necessary by the Contractor. Construction contractors must prominently mark open trenches and excavations within the construction site.

- **Lead times for required notifications** – While not anticipated for this project, the contractor is required to coordinate with Airport Operations through the Airport Project Manager on any expected airfield closures. Lead times for required notifications shall be established at the pre-construction meeting.

All work for the phased construction of this project shall be completed in accordance with the project plans and Federal Aviation Administration (FAA) Advisory Circular 150/5370-2G.

- b. **Construction Safety Drawings.** An appropriate construction layout drawing is supplied in Exhibit 1 and shall be adhered to by the contractor. Any changes to the drawing must be requested and approved by the Airport Project Manager.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

- a. **Identification of Affected Areas.** The bulk of this project will be constructed outside the AOA, however, buildings 1085, 1087 and the sound suppression structure associated with building 1095 are partly inside the AOA. It is anticipated that all work inside the AOA will be completed outside of all Taxiway Safety Areas and thus will not require any movement area closures. Should the need for a Taxiway closure become necessary, the contractor shall notify the Airport Project Manager to coordinate prior to work taking place within movement areas surfaces.

- b. **Mitigation of Effects**

All coordination pertaining to airport operations during construction will go through the Airport Project Manager.

Any required NOTAM's to be issued will be sent through the Airport Project Manager and issued by the Airport Operations Department.

In the event of an emergency of any type on or affecting the airport, emergency vehicle access will be coordinated by PMGAA Operations. Contractor crews, when directed, will immediately cease operations and await further instructions from emergency personnel, Airport Operations or the Airport Project Manager.

4. PROTECTION OF NAVIGATIONAL AIDS (NAVAIDS)

This project and associated materials and equipment is not anticipated to be within close proximity to any Airport NAVAIDs, however before commencing demolition activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of demolition activity and the required distances and direction from the NAVAID must be performed. This coordination will be the responsibility of the PMGAA staff.

No work will be completed, as part of this project, which will affect the NAVAID critical areas. No work will take place on or near NAVAID facilities as part of this project. Contractor shall protect NAVAID Facilities and critical areas in place.

5. CONTRACTOR ACCESS

- a. **Location of Stockpiled Construction Materials.** All Contractor materials, equipment and supplies shall be staged within the designated staging area. The contractor shall keep the staging area neat and clean of debris.

The limits of construction/demolition, Contractor's staging area and stockpile areas required for the Contractor's exclusive use during construction are shown on the exhibits. Additional areas may be requested by the Contractor and approved by PMGAA.

The Contractor shall protect all existing drainage structures from any damage caused while the area is being used as a demolition staging area. The Contractor shall maintain existing drainage patterns at the staging and stockpile areas and provide temporary routing of stormwater around the areas. In order to prevent sediment from leaving the Contractor staging area, the Contractor shall install temporary silt fence around the staging area and provide inlet protection devices for all existing drainage structures. All damage shall be repaired to the satisfaction of PMGAA and at no additional cost to PMGAA.

The Contractor shall not park equipment or store materials within six (6) feet of the AOA fence line.

Contractor shall supply trash and rubbish dumpsters and all other containers for removal of trash, rubbish, and debris resulting from the work of the contract. The Contractor should not allow dumpsters to overflow.

The Contractor shall completely clean up and restore the entire staging and storage areas, as approved by the Airport Project Manager prior to final completion. All unused materials shall be removed from the project site at the Contractor's expense, unless prior approval has been given from the Airport Project Manager and the staging area graded smooth and sloped to drain. No direct payment shall be made.

For materials and equipment that must remain within the AOA, the following criteria must be met:

- Equipment must be located outside of active the runway/taxiway safety and object free areas.
- Equipment must be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Equipment to be staged must be coordinated at least 48 hours in advance with the Airport Project Manager.
- The highest point of the equipment must be marked and lit with a red flashing/steady burning omni-directional obstruction light.

Stockpiling of materials is permitted, as long as the following criteria are met:

- Material may be stockpiled within the material processing and stockpile areas shown on the plans or approved by the Airport Project Manager.

Construction activity shall be prohibited when equipment penetrates the imaginary surface described in Title 14 CFR Part 77 and any restricted area as defined in AC 150/5300-13, Airport Design, current edition, unless a favorable airspace finding has been made by the FAA. Equipment that penetrates the Part 77 imaginary surface must display an orange and white checkered flag during daytime operations and red obstruction light during nighttime use.

There shall not be any stockpiled materials in the active runway or taxiway safety areas, object free areas, or in the infield areas. Stockpiled material or equipment shall not be stored near aircraft turning areas or operational movement areas, aprons, or excavations and trenches. Stockpiled materials shall not be stored near NAVAIDs, visual or approach aids, nor shall they obstruct the ATCT's line of sight to any runway or taxiway. The Contractor shall ensure that stockpiled materials do not cause degraded or hazardous conditions to airport operations safety. This includes determining and verifying that stockpiled materials are stored at an approved location, that they are properly stowed to prevent foreign object debris (FOD), attraction by wildlife, or obstruction of air operations either by their proximity to NAVAIDs or to aircraft movement areas.

All stockpiled material(s)/supplies shall be constrained in a manner to prevent movement resulting from aircraft jet blast or wind conditions. Material(s)/supplies shall not be stored within the Object Free Area

(OFA) any Runway or Taxiway Movement Area. Stockpiled material(s)/supplies shall not exceed 15 feet in height unless the Contractor has complied with all requirements for spacing and secured approval from PMGAA. All material(s)/supplies shall be positioned to not obstruct the line of sight from the control tower to the movement area. Marking and lighting shall be in accordance with the requirements contained in Section 2.20.2 of FAA Advisory Circular 150/5370-2 (current edition).

b. Vehicle and Pedestrian Operations

The Contractor shall confine all vehicles and equipment to the designated construction areas, staging areas and haul routes. Access points to the project site are shown on the site layout plan. The Contractor shall be responsible for restoring all airport roads to their pre-construction condition where such roads are used by the Contractor. The existing condition of all anticipated haul routes shall be documented prior to hauling.

The Contractor shall not permit any unauthorized personnel or traffic on the project site. The Contractor shall be responsible for traffic control to and from the project site. Contractor provided directional signage at the access gate and along the delivery route to the staging area and project site shall be reviewed by the Airport Project Manager prior to installation. All Contractor material orders for delivery to the site shall be directed to the access point identified or Contractor staging area.

While on the AOA, the Contractor will not be permitted to use any access or haul roads other than those designated by the Airport Project Manager. Aircraft Rescue and Fire Fighting (ARFF) vehicles have the right-of-way on access roads, haul roads, taxiways, and runways and shall not be impeded at any time.

Vehicles and equipment that are deemed a potential hazard by the Airport Project Manager shall be removed from the job site and airport property at the request of the Engineer. The Contractor shall cleanup, at Contractor's expense, any and all leaks or spills.

Vehicle and access routes for airport construction shall be controlled as necessary to prevent inadvertent or unauthorized entry of persons, vehicles or animals onto air operation areas (AOA). No vehicle shall enter the AOA except at predetermined locations. Contractor personnel who operate vehicles in the AOA shall comply with the owner's rules and regulations for vehicle marking, lighting, and operation.

All Contractor vehicles that operate within the AOA shall have operating head lights, taillights and brake lights. Head lights shall not be set on high beam when moving about the airport. Additionally, all Contractors and Sub-Contractors vehicles must display in full view, company logos, affixed to each side of the vehicle while operating inside the AOA. Company logos must be no less than four (4) inch lettering, or twelve (12) inch company logo and can be magnetic, printed or painted on, but must be commercially made.

All construction vehicles/mechanized equipment authorized within the AOA shall be marked with a 3' x 3' orange and white checkered flag with each box being 1' square, located on the uppermost portion of the vehicle/motorized equipment, or be escorted by a vehicle so equipped. During nighttime or inclement weather, vehicles and equipment authorized within the AOA shall be equipped with an electrically powered, amber color, 360-degree omni-direction light, mounted on the vehicle such that it is conspicuous from any direction.

All vehicle marking and lighting must comply with the most recent version of Advisory Circular 150/5210-5 Painting, Marking and Lighting of Vehicles Used on an Airport.

No vehicle shall operate within the Air Operations Area (AOA):

- Unless operated by an individual in possession of a valid PMGAA badge with a Ramp Driver endorsement or, under the direct escort of someone who is.
- In a careless or negligent manner.
- With disregard for the rights and safety of others.
- At a speed or in a manner which endangers persons or property.
- While the driver is under the influence of alcohol, drugs, or other impairing substance.
- If such a vehicle is loaded or maintained as to endanger persons or property.

Contractor employee parking will be coordinated with the owner prior to notice to proceed. Personal vehicles will be parked at a designated area. Contractor's employees will be transported to the job site by means of a company vehicle. Personal vehicles will not be allowed onto the airfield.

6. WILDLIFE MANAGEMENT

The Contractor will be required to follow any Airport Wildlife Management Procedures that are in place, but at a minimum the Contractor will be required to:

- Perform daily inspections of the work areas (including the Contractor's Staging Area) to remove any trash, debris and food scraps and place these items in an appropriate trash receptacle.
 - Close and lock any airfield access gates that are not in use.
 - Report any significant wildlife sightings within the AOA to the nearest Airport employee.
- a. **Trash.** Contractor shall instruct employees not to discard food or other trash on or around work sites. Food waste and packaging shall be discarded in designated dumpsters and/or trash cans provided by the Contractor on site. Contractor employees shall not intentionally feed any wildlife while working at the airport. Contractor shall properly seal all trash containers at work sites such that wildlife cannot gain access to containers during non-construction periods.
- b. **Standing Water.** Contractor shall take appropriate measures to remove all standing water as soon as practicable following the accumulation of water in open excavations. Contractor shall not allow standing water to accumulate in areas that may attract wildlife which may interfere with the safe operation of aircraft.
- c. **Tall Grass and Seeds.** Contractor shall always maintain control of tall vegetation within the project limits. Contractor shall immediately cut or trim vegetation within the project limits when requested by airport Operations, Environmental, or Wildlife Management personnel.
- d. **Poorly Maintained Fencing and Gates.** Contractor shall close and lock any airfield gates that are not in use. Contractor shall be responsible for immediately repairing any fencing or gates damaged by construction activities. Fencing and gates utilized by the Contractor during construction shall be maintained to a safe working order by the Contractor throughout the duration of the project.
- e. **Disruption of Existing Wildlife Habitat** Contractor activities are not expected to disrupt existing wildlife habits during the project. The Contractor shall notify airport Operations staff if large numbers of birds or significant wildlife are observed at work sites. The Contractor shall immediately notify Operations staff if any large animals are sighted within the airfield fence.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will be required to maintain control of all potential FOD items or FOD producing items at all times and must continually manage FOD control. The Contractor will be required to keep water on the demolition areas to minimize the possibility of FOD generated by wind. The Contractor will be required to conduct FOD checks at the end of each working shift/day to remove any FOD that could make its way onto

the airfield pavements from the Contractor's demolition activities. The Airport Project Manager and/or Airport Operations personnel will periodically perform FOD checks to ensure compliance.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Any hazardous or regulated waste material produced by the Contractor shall be properly disposed of at the Contractor's expense pursuant to all local, state and federal regulations. The Contractor may be required to provide test results to confirm that a contaminated area has been properly remediated. Any hazardous materials situation that poses a threat to life safety or property shall be immediately reported to emergency personnel by dialing 9-1-1, followed by notifying Airport Operations and the Airport Project Manager in that order.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

All proposed demolition activities that affect operations at the Airport will be immediately relayed to all Airport Users and the FAA by way of meetings, advisories, NOTAM's and the filing of Form 7460 as appropriate (minimum of 45 days prior to the proposed construction) issued by one of the Airport's designated staff or the Airport Project Manager.

NOTAM's and project advisories will be distributed approximately three (3) days prior to start of demolition or when appropriate as conditions warrant that, while not anticipated for this project, may include effects to NAVAIDs, temporarily relocated thresholds, approach conditions, lighting, runway and taxiway closures, and other items that may affect normal operating conditions at the Airport. Anticipated night work by the Contractor will need PMGAA approval prior to proceeding with the night work.

- a. **Maintenance of a List of Responsible Representatives / Points of Contact.** Responsible representative/points of contact will be distributed to the Contractor, Airport Operations, and other critical personnel at the Pre-Construction meeting. The following is a list of some of the necessary information that will be provided:

EMERGENCY TELEPHONE NUMBER 9-1-1 (MESA DISPATCH)

Grid map coordinates for the project are: 6-Golf, 7-Golf, 13-Golf, 6-Hotel

Non-Emergency Phone Number: 480-644-2211

ADDITIONAL CONTACT INFORMATION

PMGAA Main Switchboard: 480-988-7600

PMGAA Operations 24/7: 480-988-7570

PMGAA Badging Office: 480-988-7522

PMGAA Project Manager (Carl D'Acosta): 480-988-7612(o) or 480-815-1070(c)

The Airport Project Manager will generally be the central point of contact with all communications relating to demolition being filtered through them. Matters relating to Airport Operations and Airport Traffic Control will be handled through the Airport Project Manager, with assistance from the Contractor as needed.

- b. Noticed to Airmen (NOTAM).** All proposed demolition activities that affect operations at the Airport will be immediately relayed to all Airport Users and the FAA by way of meetings, advisories, NOTAM's and the filing of Form 7460 as appropriate (minimum of 45 days prior to the proposed construction) issued by one of the Airport's designated staff or the Airport Project Manager.

NOTAM's and project advisories will be distributed approximately three (3) days prior to start of construction/demolition or when appropriate as conditions warrant that, while not anticipated for this project, may include effects to NAVAIDs, temporarily relocated thresholds, approach conditions, lighting, runway and taxiway closures, and other items that may affect normal operating conditions at the Airport. Anticipated night work by the Contractor will need PMGAA approval prior to proceeding with the night work conditions that may affect operations or safety.

Airport staff will be responsible for filing construction/demolition NOTAM's approximately three (3) days prior to construction/demolition beginning in the area which the NOTAM references, or prior to any change in airfield conditions that may affect operations or safety.

PMGAA staff will be responsible for notifying the OCC of any closed facilities and/or hazardous conditions at the Airport. The OCC will be notified about closed facilities as soon as practicable. Any unexpected hazardous conditions will be immediately relayed to the OCC by Airport staff.

- c. Emergency Notification Procedures.** If a serious injury requiring medical attention occurs call 9-1-1. Immediately following a 9-1-1 call, notify Airport Operations followed by the Airport Project Manager. The Control Center receives and routes all calls that come into the Airport. The Control Center also handles all dispatch functions for Airfield, Terminal Services, Shuttle, and Maintenance personnel.

The Contractor shall submit to the airport Project Manager or delegate a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job title and phone numbers.

- d. Coordination with Airport Rescue and Fire Fighting (ARFF) Personnel.** For non-emergency issues that need to be coordinated with the Airport's ARFF Unit, the Contractor must notify the PMGAA Project Manager or delegate. Non-emergency issues may include but are not limited to:

- Work in the vicinity of the ARFF building;
- ARFF access routes around construction work areas;
- Temporarily affected utilities by construction.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction and incorporated in the Contractor's SPCD.

- e. Notification to the FAA.** Notification to the FAA under 14 CFR part 77 will be addressed through the Airport Project Manager to the regional ADO. The Contractor is responsible for ensuring that the heights of equipment and materials do not exceed heights specified in this CSPP and the project specifications and plan set. Reference Exhibit 1 of this document.

Notification to the FAA under 14 CFR part 157 will be addressed through the Airport Operations Manager to the regional ADO.

The Gateway Air Traffic Control Tower (ATCT) will be kept up to date of all construction activities throughout the duration of the project. The ATCT will be provided construction/demolition schedules at least three weeks ahead of the proposed construction/demolition activities and will be expected to provide feedback about any concerns that the ATCT has for construction areas and Contractor movements. Project exhibits and phasing plans will be provided to the ATCT so that they are aware of the impacts to aircraft operations on the ground and in the air.

10. INSPECTION REQUIREMENTS

- a. Daily (or more frequent) Inspections.** Daily inspections will be required for all work occurring within the AOA to ensure that FOD is minimized. In addition, daily inspections of Contractor access areas will be performed to help ensure safety onto the airfield. Daily inspections will be conducted by the PMGAA Project Manager or delegate, a Contractor representative, and a Construction Administration field representative.

All discrepancies noted in the inspection must be corrected to the satisfaction of the Airport Project Manager prior to the Contractor leaving the worksite.

Should any inspection reveal FOD concerns, the Contractor shall have a crew ready to remove all FOD in a timely manner. Should any inspection reveal work that does not meet Contract requirements or that is deficient in any way, the Contractor shall mobilize a crew as soon as possible to remedy the deficient areas so as to avoid prolonging the continued closure of the areas.

- b. Final Inspections.** Construction/demolition inspections will be required at the Substantial Completion and Final Completion phases of the project. These inspections will be attended by the Contractor, Airport Staff, FAA Representatives, ADOT Grant Administrator, the Engineer, and Construction Administration representatives. A punch list will be developed at the Substantial Completion inspection, and any items placed on the punch list will be required to be completed within 30 days, in time for the Final Inspection.

11. UNDERGROUND UTILITIES

The Contractor is required to Blue Stake and pothole (if necessary) all existing utilities within the project area prior to the beginning of any construction/demolition activities. Protection of utilities may include, but is not limited to, flagging utilities, marking lines on pavement, and placing barricades along utility lines and at manholes.

- a.** Each utility shall be swept/identified in the following manner:
- Flags can be used but shall be color coordinated. In addition, the acronym for that utility shall be written on one side of the flag with a permanent marker.
 - Stakes may be used. The top two inches of the stake shall be painted in color. In addition, the acronym for that utility shall be written on one side of the stake with a permanent marker.
 - Painting is only authorized on asphalt, concrete, and metal surfaces. Markings shall be color coordinated. The acronym for the utility shall be used for each utility. A line that shows the direction of the utility shall emanate from the acronym in each direction.
- b.** If abandoned, the Contractor shall still stake, mark, or flag but write down “ABAND” before the abbreviated prefix indicated above.
- c.** The individual marking, staking, or flagging shall mark the utilities in a way that coincides with the drawings.
- d.** If a utility or any underground obstruction is found it shall be reported immediately to the Airport Project Manager or delegate.

- e. Contractor employees in an excavation shall be protected from cave-ins by an adequate protective system unless the excavation is:
- Made entirely of stable rock, or
 - Less than 5 feet deep and determination has been made that there is no potential for a cave-in.
- f. Excavations shall be protected using proper barricading materials which shall be installed a minimum of 6 feet back from the edge of the excavation (unless in conflict with airfield requirements). Barricade materials can be wood, steel cables, or chain supported at intervals so that the barricade does not sag or droop below the required height. Caution tape is not an approved barricade material. Guardrail/jersey barriers may be required and shall provide a top rail, mid rail, and toe board at proper elevations and be able to withstand a minimum 200 pounds of force without collapsing.
- g. The Contractor is responsible for documenting utility information for use during construction and preparation of as-builts.

12. PENALTIES

The Contractor will be required to enforce his company's safety policies with the employees working on this project. In addition, the Airport may enforce policies that are in place to protect the safety of the Airport property, its users, and the local Airspace. These policies include, but are not limited to:

- Informal conversations with the subject person or party;
- Formal meetings/conversations with the subject person or party and their supervisors/managers;
- Formal written notices of non-compliance from the Airport;
- Immediate removal from Airport property; and
- Notification of law enforcement personnel for persons that cause situations posing dangerous threats to property or personal safety.

Due to both the safety and security precautions necessary at PMGAA, failure of the Contractors to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare and lives of the customers and employees at PMGAA, as well as the Contractor's own employees. Therefore, if the Contractor is found to be in non-compliance with the security, airfield badging/licensing and airfield safety requirements by either the Owner's personnel or his representatives, the Owner may issue Notice of Violation (NOV). The Contractor may appeal the NOV, however appeals must be made in writing, and within four (4) calendar days of the offending incident, to the PMGAA Project Representative. The appeal shall state, in sufficient detail, why the NOV/circumstances is unwarranted. A final and binding decision on the appeal will be made by Airport Operations within ten (10) working days of receipt of the appeal, the Contractor will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with Table 2, Schedule of Fines listed below, and the applicable amount will be withheld from the Contractor's monthly payment application following the date of the violation. The Prime Contractor shall be held financially responsible for all NOV's issued to their subcontractors, lower tier subcontractors, or material suppliers associated with this Contract.

A Description of Fines is provided in table below:

<i>DESCRIPTION OF FINES:</i>	<i>1ST OFFENSE</i>	<i>2ND OFFENSE</i>	<i>3RD OFFENSE</i>
Parking in unauthorized areas.	\$1,000	\$2,500	\$5,000
Not having proper and current Airport Security Badge or not properly displaying Airport Security Badge.	\$1,000	\$5,000	\$15,000
Unauthorized access to AOA by construction personnel or access through construction gate by unauthorized personnel.	\$1,000	\$5,000	\$15,000
Failure to Escort / be Escorted.	\$1,000	\$5,000	\$15,000
Failure to secure an access gate / door when not in use, or failure to wait for an automated gate / door to close.	\$5,000	\$10,000	\$15,000
Operating a vehicle or mobile construction equipment without a current Ramp Driver's permit.	\$1,000	\$5,000	\$15,000
Failure to stop at a designated Stop, or exceeding the maximum speed limit, or deviating from designated service roadway or haul routes.	\$2,500	\$5,000	\$15,000
Failure to yield to airside personnel or vehicles.	\$1,000	\$5,000	\$15,000
Failure to yield to an aircraft and/or causing an aircraft to deviate from intended course.	\$5,000	\$10,000	\$15,000
No logo on vehicle or logo is not correct in name and dimension.	\$1,000	\$5,000	\$15,000
Runway incursion.	\$15,000	\$20,000	\$25,000
Runway/Taxiway deviation of an active taxiway, or apron.	\$10,000	\$15,000	\$20,000
Safety violation, such as insufficient barricades, or no flags or amber beacons on vehicle or equipment. Or no red obstruction lighting on cement silo, batch plants, cranes or other equipment with significant height.	\$5,000	\$10,000	\$15,000
Non-compliance with the Authority's lock-out tag-out procedures.	\$5,000	\$10,000	\$15,000
Failure to backfill open trenches within time specified.	\$5,000	\$10,000	\$15,000
Failure to provide lighted barricades.	\$5,000	\$10,000	\$15,000
Failure to provide functional temporary edge lighting.	\$5,000	\$10,000	\$15,000
All other NOV not listed in this Table 1.	\$1,000	\$5,000	\$15,000

13. SPECIAL CONDITIONS

Special unforeseen conditions or circumstances may require the activation of special procedures by the Airport. In cases involving aircraft emergencies or distressed aircraft the Contractor may be required to temporarily halt construction/demolition activities and immediately vacate the area in which he is working. The nearest Airport Operations employee, PMGAA Project Manager or delegate will be expected to notify all Contractor personnel in the vicinity and promote safe and orderly removal of all Contractor personnel and equipment to an area that is no longer in conflict with the emergency at hand. The Contractor will be expected to immediately comply with all Airport personnel directions and may not return to the subject work area until given the all clear to do so.

In the event of low-visibility conditions, or other conditions which may signal the need for additional unimpeded space next to runways or taxiways, the Contractor may be required to move to another work area of the project or temporarily stop work. The Contractor will be made aware of the possibility of these situations during the Pre-Construction Conference.

14. RUNWAY AND TAXIWAY VISUAL AIDS

- a. **General.** Planned work areas for this project are not expected to impact Runway or Taxiway visual aids in any way, however, if circumstances require, Airport staff will implement measures to properly delineate work areas using appropriate barricades, temporary lighting and signage in compliance with ACs 150/5340-30 Design and Installation Details for Airport Visual Aids and 150/5340-18 Standard for Airport Sign Systems.
- b. **Markings.** Planned work areas for this project are not expected to impact Runway or Taxiway markings in any way, however, if circumstances require, all permanent and temporary pavement markings shall be in compliance with the current version of AC 150/5340-1 Standards for Airport Markings.
- c. **Lighting and Visual NAVAIDs.** Planned work areas for this project are not expected to impact Runway or Taxiway lighting or visual NAVAIDs in any way, however, if circumstances require, airfield lighting for runways and taxiways that are closed will either be either de-energized or disconnected.
- d. **Signs, temporary, including orange construction signs, and permanent signs.** Planned work areas for this project are not expected to impact Runway or Taxiway signs in any way, however, if circumstances require, airfield guidance signs for runways and taxiways that are closed will either be removed or covered.

15. MARKINGS AND SIGNS FOR ACCESS ROUTES

Typical wayfinding and signage for deliveries and construction/demolition site signage is expected. Any work that will take place within the AOA, contractor vehicles and equipment will always be under the escort of Airport staff. Therefore, additional or supplemental markings and/or signage for access routes within the AOA will not be necessary.

Should the need for additional markings or signage within the AOA become necessary, the Contractor, with the assistance of Airport staff shall provide a traffic control plan that includes marking and signage per MUTCD standards. Temporary signing used for Contractor access/haul routes, open trenching or other hazards shall be clear, concise, reflective, and large enough to minimize safety-related issues. All temporary signing shall meet the requirements of the most current version of the MUTCD and shall be frangible.

16. HAZARD MARKING AND LIGHTING

- a. **Purpose.** Hazard-marking barricades, traffic cones, flashers, etc. should be used: to identify and define the limits of construction making them visible to aircraft, personnel, or vehicles; to identify hazards such as open manholes, small areas under repair, stockpiled material, waste areas, etc.; to prevent aircraft from taxiing onto a closed taxiway; and to identify FAA, airport, and national weather service facilities,

cables, power lines, instrument landing system (ILS) critical areas, and other sensitive areas to prevent damage, interference, and facility shutdown.

Any work planned to take place within the AOA is not expected to produce any hazards. No open trenches or excavations are expected inside the AOA. Hazard marking and lighting will be used on the crane booms used demolish equipment of buildings into place in the form of obstruction lighting or approved construction flag.

- b. Equipment.** The contractor will use standard barricades and lighting to properly delineate hazards outside the fence. It is not anticipated that the work inside the AOA will generate any hazards, however, if the need arises, the contractor shall properly mark and light hazards according to AC 150/5340-1 (current edition). Marking and lighting inside the AOA must be approved by the Operations Supervisor on Duty or delegate.

17. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

If nighttime construction/demolition operations are required, the Contractor shall be responsible for providing adequate lighting to maintain safe working conditions on the site. Contractor shall utilize generator-powered light plants, or other approved equipment, to illuminate the work area(s). Equipment used for lighting shall not impede aircraft operations and shall adhere to all height restrictions while in use on the AOA. Light beams shall not be aimed in directions that might affect the safe operation of aircraft or air traffic controllers. The Contractor shall immediately cease operation of lighting equipment that is deemed hazardous by Airport Operations or the Airport Project Manager.

18. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS, OBJECT FREE AREAS, OBSTACLE FREE ZONES, AND APPROACH/DEPARTURE SURFACES

- a. Runway Safety Area (RSA).** No construction/demolition activities may occur within any active Runway Safety Area without taking the appropriate measures to close the runway. These measures include strict coordination with Airport, ATCT and the Engineer. Although not anticipated for this project, if the Contractor requests to perform work outside of the current construction area that would impact a Runway Safety Area, a minimum of at least a 48-hour notice to the Airport is required.

Although not anticipated for this project, no trenches shall be left open within an active RSA. Any trenching within a RSA needing to be left open after the Contractor leaves the work site for the day shall be properly plated and capable of safely supporting aircraft traffic, but it is the intent that this be a unique situation with very limited occurrences. Any requests of this type shall be submitted in writing to the Airport Project Manager at least 48 hours prior to the activity. The Airport Project manager will confer the ATTCT personnel and Airport Operations, and any decision related to the Contractor's request shall be final.

Contractor shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval from the Engineer:

- Within 250 feet parallel to an active runway centerline (trenches/excavations within a Runway Safety Area require a runway closure).
- Open trenches not to exceed 500 feet in length at any one time.

All excavated areas within any RSA shall be backfilled or covered prior to the reopening of the affected Runway. All potential hazards, including but not limited to, open trenches, manholes, and steep embankments shall be barricaded and lighted with yellow rope or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards.

Upon completion of the project, the Contractor is responsible for returning the affected RSA back to the requirements set by the FAA and the Airport. Construction/demolition equipment not in use shall be returned to the Contractor's Staging Area by the Contractor, where practicable. In no case shall construction equipment be left within any RSA.

- b. **Runway Object Free Area (ROFA).** Construction in an active Runway Object Free Area (ROFA) is permitted only with appropriate coordination with the Project Manager and Airport Operations.
- c. **Taxiway Safety Area (TSA).** No construction activities may occur within any active Taxiway Safety Area without taking the appropriate measures to close the taxiway. These measures include strict coordination with the Airport Project Manager, ATCT and Airport Operations. Although not anticipated for this project, if the Contractor requests to perform work outside of the current construction area that would impact a Taxiway Safety Area, a minimum of at least a 48-hour notice to the Airport Project Manager is required.

No adjustment to any TSA is anticipated for this project.

Although not anticipated for this project, no trenches shall be left open within an active TSA. Any trenching within a TSA needing to be left open after the Contractor leaves the work site for the day shall be properly plated and capable of safely supporting aircraft traffic, but it is the intent that this be a unique situation with very limited occurrences. Any requests of this type shall be submitted in writing to the Airport Project Manager at least 48 hours prior to the activity. The Airport Project Manager will confer with ATCT personnel and Airport Operations, and any decision related to the Contractor's request shall be final.

Contractor shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval from the Airport Project Manager:

- Open trenches not to exceed 500 feet in length at any one time

All excavated areas within a TSA shall be backfilled or covered prior to the reopening of the affected Taxiway. All potential hazards, including but not limited to, open trenches, manholes, and steep embankments shall be barricaded and lighted with yellow rope or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards.

Upon completion of the project, the Contractor is responsible for returning the affected TSA back to the requirements set by the FAA and the Airport.

Construction/demolition equipment not in use shall be returned to the Contractor's Staging Area by the Contractor, where practicable. In no case shall construction/demolition equipment be left within any TSA.

- d. **Taxiway Object Free Area (TOFA).** While not anticipated, if work in the TOFA becomes necessary, the contractors shall coordinate access through the Project Manager and Airport Operations.
- e. **Obstacle Free Zone (OFZ).** The OFZ and Threshold Siting Surfaces will not be affected as part of this project.
- f. **Runway Approach / Departure Surfaces.** The Approach/Departure surfaces will not be affected as part of this project.

19. OTHER LIMITATIONS ON CONSTRUCTION

The Contractor and its employees shall employ safe practices per the Contractor's safety procedures and industry safety standards. The Contractor's safety procedures will ultimately dictate the use of protective

clothing and equipment for its employees, but at a minimum, the Contractor's employees must be equipped with a Type 2 safety vest, and every employee that enters the site must be wearing said vest. The vest must be worn the entire time that the employee enters and is within the Air Operations Area (AOA).

The Contractor will be required to maintain situational awareness for the duration of this project, and will be required to report suspicious situations, persons, and/or materials to the nearest Airport employee immediately.

The project may at the Project Manager's discretion, require that the Contractor and any employees, subcontractors and delivery staff working within the AOA undergo the security badging process and will be responsible for being vigilant in helping to maintain security of the airfield.

The airport is operated in strict compliance with Transportation Security Administration (TSA) and Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans unless escorted by Airport staff. Any violation by Contractor's personnel or sub-contractors will subject the contractor to penalties imposed by the TSA, FAA and/or PMGAA.

The Contractor will assume all fines against PMGAA assessed to them by the FAA/TSA for the Contractor's security violations. Typical fines are ten thousand dollars (\$10,000.00) or more per incident.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

- 1) The Contractor shall be held responsible for controlling his employees, Sub-Contractors, and their employees.
- 2) The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.

Airport Access Badging: All Contractor and/or subcontractor personnel performing work functions within the AOA shall, at the Project Manager's discretion, obtain and properly display a Phoenix-Mesa Gateway Airport (IWA) airport security badge. The Contractor shall submit a Security Badge Application form to the PMGAA security office for each employee requiring unescorted access, along with the current fee for each badge. The fee must be paid for with cash, check, or credit card. The Security Badge Application form and instructions are available via the Internet at www.gatewayairport.com.

A Company Principal of the Contractor must obtain and submit a Company Security Media Authorization (CSMA) form, which is to be submitted to the PMGAA Badging Office. The CSMA will identify those individuals employed by the Contractor who are authorized to approve and sign a Security Badge Application for other employees of the Contractor. The CSMA form and instructions are available via the Internet at www.gatewayairport.com.

All Contractor and sub-contractor personnel that are to be issued an Airport Identification Badge are required to successfully complete the Ramp Driver class before being issued an identification badge.

The types of training required will be determined by the scope and location of the work involved. All personnel that will receive Airport badges shall receive Ramp Driver Training.

Additional information, including a “Frequently Asked Questions” is available via the Internet at www.gatewayairport.com or by contacting the PMGAA Badging Office at 480.988.7522 or via email to badgingoffice@gatewayairport.com. The Badging Office is located at 5803 S Sossaman Rd, Mesa AZ 85212.

The Contractor should allow thirty (30) business days lead time for employee badges to be issued. The Contractor shall immediately notify Airport Operations/Badging Office of any Contractor personnel whose employment status has changed.

The Contractor shall be responsible for retrieving all security badges and keys and return them to the Badging Office. A fee will be charged for each badge that is damaged, lost or not returned.

a. Prohibitions.

- The use of flare pots is not permitted within the AOA at any time.
- The use of electrical blasting caps is not permitted within 1,000 feet of the Airport property.

b. Restrictions.

- Open flame welding and the use of torches shall be approved by the Airport prior to the project commencing. Open flame welding and the use of torches may require a “Hot-Work Permit”. If this type of work is required on this project, the Contractor shall submit the permit to the Project Manager prior to hot work commencing.
- The purpose of the Airfield Lighting Vault Lock-Out/Tag-Out Policy procedure is to standardize the lock-out/tag-out procedures between Electrical Contractors, Airport Electricians, Operations, and the Air Traffic Control Tower:
 - 1) The Airport electricians responding to a lock-out/tag-out request will coordinate with the ATCT through the Project Manager or Airport Operations.
 - 2) After the Project Manager or Airport Operations notifies electricians of closures, the PMGAA electricians will de-energize the closed runways/taxiways using the airfield computer system.
 - 3) The Contractor will supply an approved breaker-locking device and lock, then lock off the individual breakers for the circuits to be locked out. These items will remain in the vault in a lock box provided by PMGAA.
 - 4) The load break elbows and/or S-1 switches will be pulled, locked on the corresponding regulator by the Electrical Contractor, and the S-1 cabinet will be locked by the Contractor.
 - 5) The Electrical Contractor and PMGAA electricians must fill out lock-out/tag-out forms before leaving the Vault.
 - 6) Upon completion of the lock-out, the Contractor will remove all locks and install the load breaks. All circuits must be verified by operations in the manual mode on the regulator.
 - 7) Operations will perform a complete check of the lights in the field to verify actual operation.
 - 8) When that has been completed, PMGAA electricians will notify PMGAA Operations when lock-out is complete and regulators are in remote control; Operations will notify the ATCT that they have control of the airfield lighting.

*This Procedure will be updated prior to construction.

EXHIBIT 1

CONSTRUCTION SAFETY AND PHASING PLANS

(See next page)

Air Traffic Control Tower

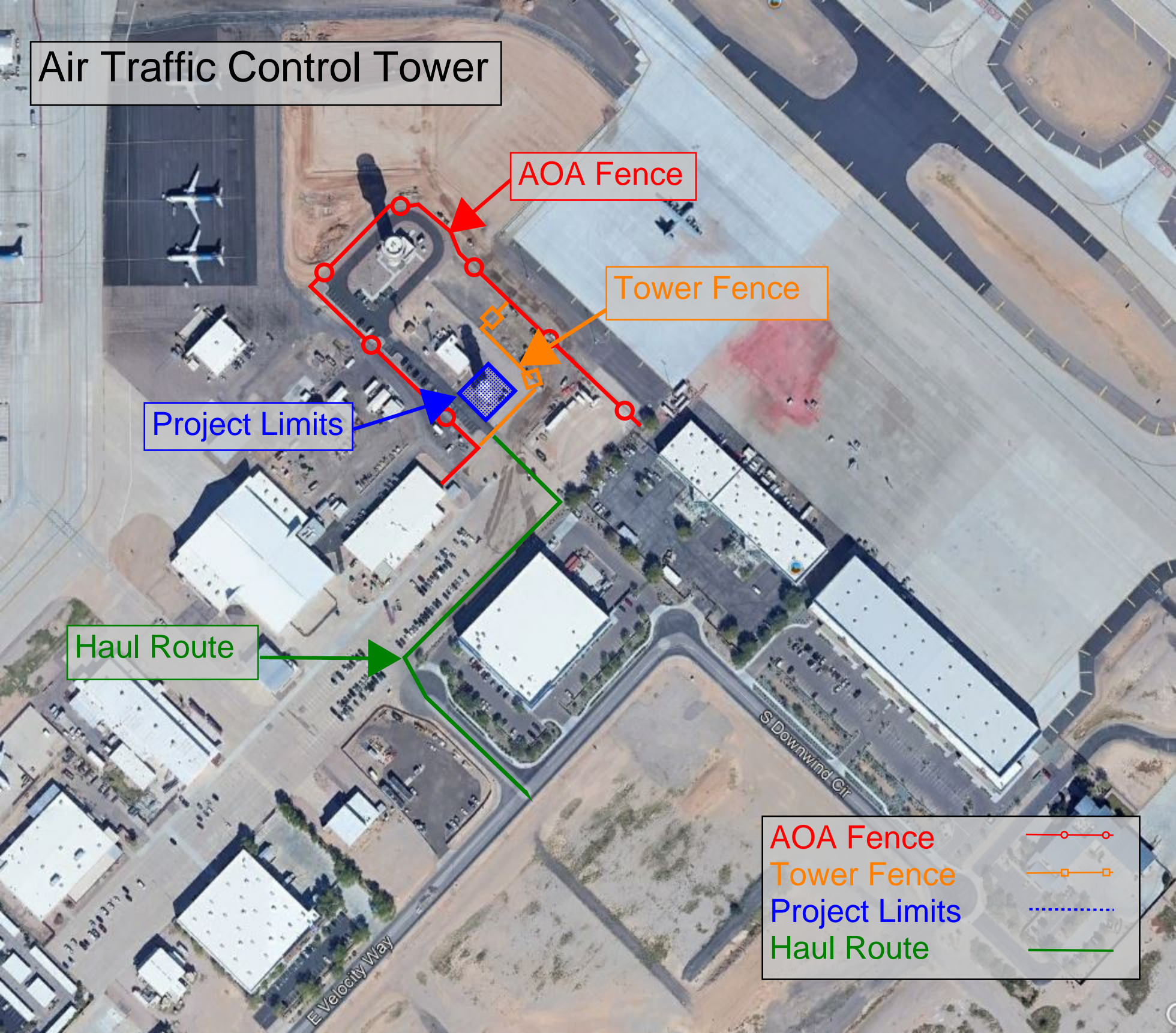
AOA Fence

Tower Fence

Project Limits

Haul Route

AOA Fence	
Tower Fence	
Project Limits	
Haul Route	



Buildings:

- 1085
- 1087
- 1095
- Sound Suppression Structure
- 1541

Project Limits

AOA Fence to Remain

Sound Suppression Structure

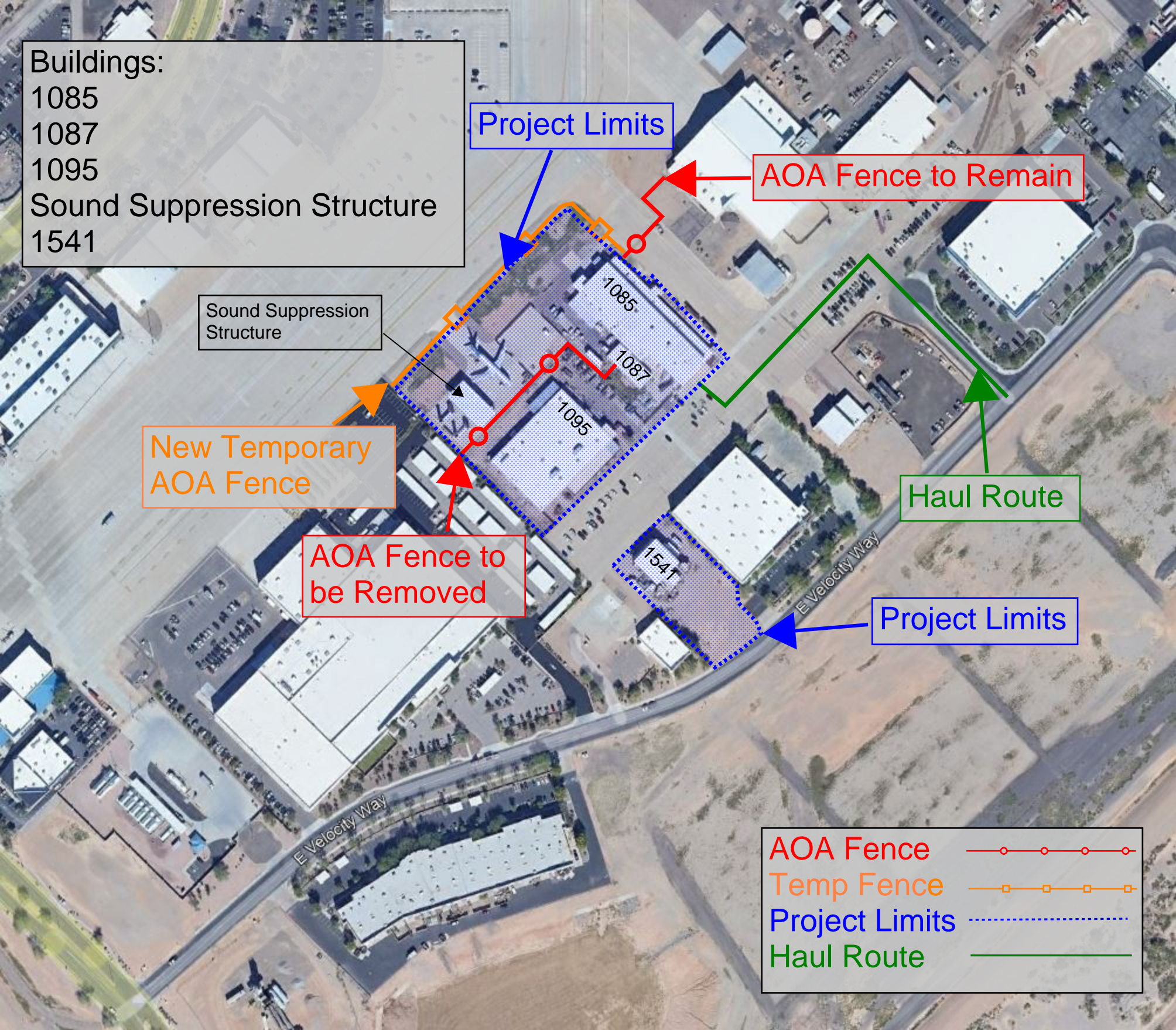
New Temporary AOA Fence

AOA Fence to be Removed

Haul Route

Project Limits

AOA Fence	—○—○—○—○—
Temp Fence	—□—□—□—□—
Project Limits	⋯⋯⋯⋯⋯⋯⋯
Haul Route	—————

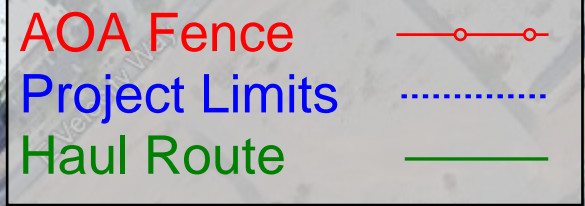


Hangar-24

AOA Fence

Project Limits

Haul Route



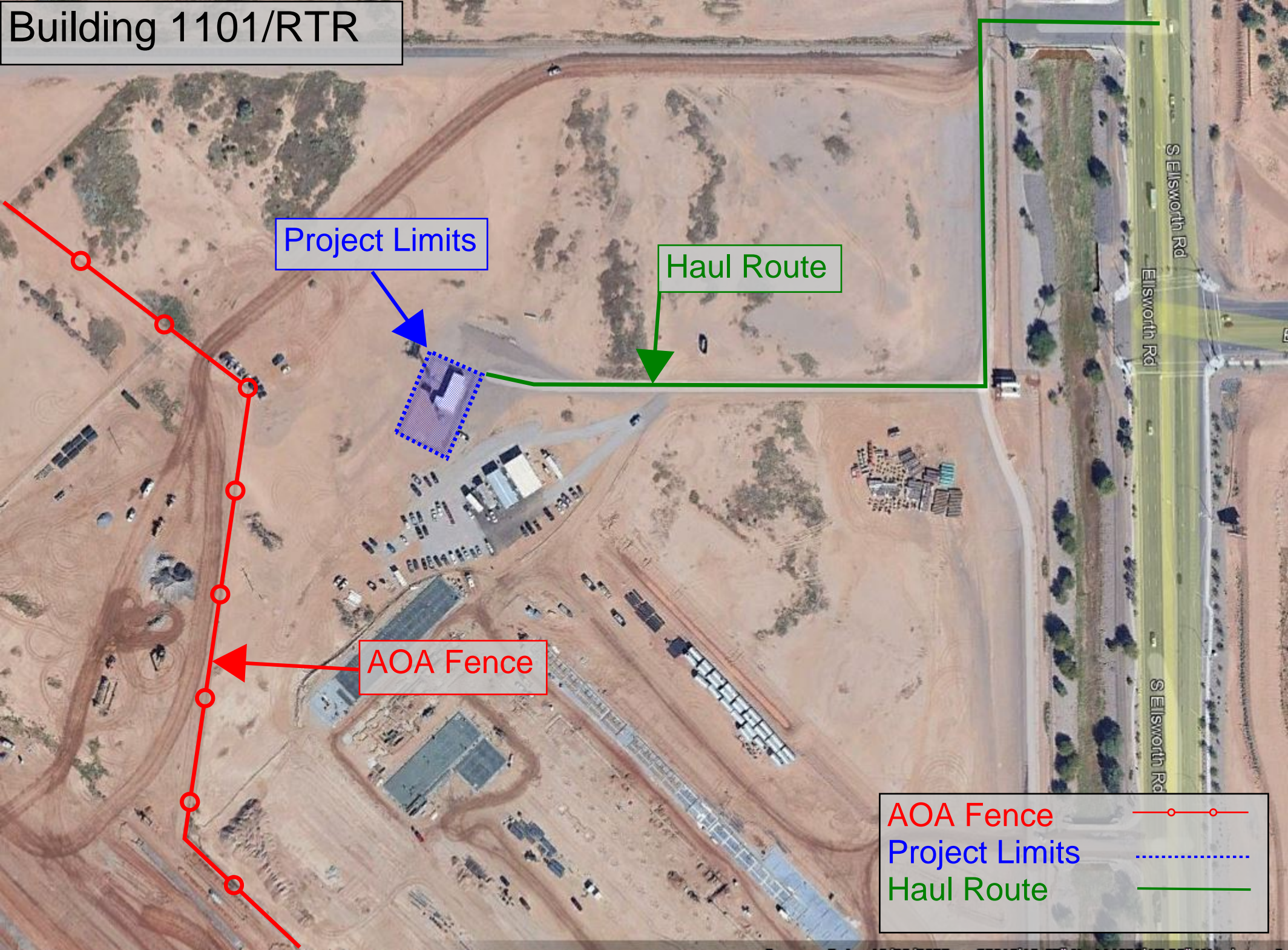
Building 1101/RTR

Project Limits

Haul Route

AOA Fence

AOA Fence	
Project Limits	
Haul Route	



RCP

Project Limits

Haul Route

Gateway Fwy

24

