

SPECIAL CONDITIONS

SECTION 1

PROJECT INFORMATION

1. CONTRACT PROVISIONS. The General Provisions and these Special Conditions are applicable to all divisions and sections of the Contract Documents and Specifications. It shall be the Contractor's responsibility to so inform all parties who should be bound or influenced thereby.

In the event there are discrepancies between the technical specifications, general provisions, general conditions and the special conditions, the interpretation most advantageous to the Owner shall apply.

2. DESCRIPTION OF WORK. The proposed Work includes the following: (see Construction Plans)

3. LOCATION OF THE WORK. The site of the proposed Work is at Duluth International Airport, Duluth, MN.

4. DEFINITIONS. The following terms when used in the Contract Documents shall mean the following:

A. ADDENDA. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

B. BID. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work and services to be performed.

C. DAY. Unless otherwise defined shall mean "calendar" day.

D. DRAWINGS. The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

E. ENGINEER. The term "Engineer" in the Contract Documents means Reynolds, Smith and Hills, Inc., 4525 Airport Approach Road, Duluth, MN 55811.

F. FIELD ORDER. A written order issued by the Engineer which orders minor changes in the Work consistent with the intent of the Contract Documents but which does not involve a change in the Contract Price or the Contract Time.

The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor shall make a claim under Section 50, Subsection 50-16, Claims for Adjustment and Disputes of the General Provisions before doing the Work.

G. FURNISH or INSTALL or PROVIDE or SUPPLY. Unless specifically limited in the context, the word "Furnish" or the word "Install" or the word "Provide" or the word "Supply" or any combination or similar directive or usage thereof, shall mean FURNISHING AND INCORPORATION IN THE WORK including all necessary labor, materials, equipment, and anything necessary to perform the Work indicated.

H. GOOD REPAIR. Good repair shall be construed to mean any defect, functional or structural deterioration (except that from ordinary and reasonable use) which appreciably reduces the effectiveness or efficiency of the Work or improvement for the purpose intended, or any serious departure from the standards of original construction described in the Contract Documents, shall be remedied by the Contractor. Such remedy will be made without further cost to the Owner, including in part, all damages caused by such defect, deficiency, deterioration or departure, and by its repair, replacement or correction.

I. MAY. Permissive.

J. REFERENCE TO TRADE OR SUBCONTRACTORS. When only one principal contract exists for all Work covered by the Contract Documents, reference to trade or subcontractors in the Contract Documents shall not create any contractual relationship between the Owner and any trade or subcontractor, with whom the principal contractor may subcontract.

K. SAMPLES. Samples are physical examples furnished or constructed by the Contractor to illustrate materials, equipment, workmanship or finishes, and to establish standards by which the Work will be judged.

L. "SHALL" IMPLIED. In the interest of conciseness, some sentences, statements, and clauses used in the specifications exclude any form of the verb "shall" normally expressed in a verb phrase with verbs such as "furnish", "install", "provide", "perform", "construct", "erect", "comply", "apply", "submit", or similar "verb", but any such sentences, statements, and clauses shall be interpreted to include the applicable form of the phrase "The Contractor shall" and the requirements described therein shall be interpreted as mandatory elements of the Contract.

M. SHALL. Mandatory.

N. SUBCONTRACTOR. Party supplying labor and material or any labor for work at the site of the project for, and under separate contract or agreement with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor.

O. SUBSTANTIAL COMPLETION. When the Work is sufficiently complete so it may be safely, conveniently and beneficially utilized by the Owner for all of the purposes for which it was intended.

P. WILL. Mandatory.

5. APPLICABLE DRAWINGS. The drawings applicable to this project are listed in the Index of Drawings as included herein in General Provisions, Section 10.

6. PROPOSAL REQUIREMENTS. In addition to those herein before described items to be submitted with the Bidder's Proposal, the Bidder shall submit, with his Proposal, a list of all Subcontractors the Bidder proposes to use on the Work of this Contract.

After the Owner accepts the Bidder's Proposal and such Bidder is awarded a Contract, the successful Bidder may not substitute a Subcontractor listed in the Proposal without the prior written approval of the Owner. Such approval shall be obtained at least ten Calendar Days prior to the date scheduled for that Subcontractor to begin Work.

7. CONTRACTOR'S LIABILITY INSURANCE.

(Refer to City of Duluth Insurance Requirements)

8. ACCESS TO THE WORK. Access to the Work shall be via the access routes designated on the Contract Drawings. The Contractor shall identify access routes with suitable signs, barricades and similar equipment. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner.

No separate payment will be made for complying with the requirements of this paragraph "ACCESS TO THE WORK." No other access to the Work site will be permitted without written approval by the Owner and Engineer. Contractor's vehicles and equipment, including vehicles and equipment of the Subcontractors and others coming under the Contractor's control, will not be permitted to traverse other airfield areas or pavements without written approval of the Owner and Engineer. Contractor's vehicles, equipment and materials may be stored in the area designated on the Plans. Upon completion of the Work, the storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No separate payment will be made for cleanup and restoration of the storage area. Personal services, such as canteen trucks, will not be permitted beyond this area and drivers of vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.

9. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams or other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

D. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

E. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

F. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval of the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.

G. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples to revisions other than those requested by the Engineer on previous submittals.

H. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittals have been approved by the Engineer as provided in the General Provisions, Section 50. All such portions of the Work shall be in accordance with approved submittals.

I. The Contractor shall not reproduce the Engineer's project drawings for Shop Drawing use without prior written approval of the Engineer.

J. The Contractor shall submit six copies, or at Engineer's option, one reproducible copy and one print of all Shop Drawings required for the Work of the various trades unless greater quantities are specifically requested for certain equipment. Of these, three copies, or the reproducible copy, will be annotated as appropriate and returned to the Contractor with appropriate action indicated. By agreement with the Engineer, the Contractor may submit more than the required number of copies. Receipt of less than the required number of copies will be cause for withholding the Shop Drawings from being checked until receipt of the necessary additional copies. Shop Drawings shall be forwarded to Reynolds, Smith and Hills, Inc., 4525 Airport Approach Road, Duluth, MN 55811. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter" which is available from the Engineer. The quantity of transmittal letters to be submitted shall be equal to the number of sets of drawings or brochures being submitted plus one. Each drawing or part of the brochure shall be listed separately on the letter and identified as indicated thereon. Failure to do this will cause rejection of the submittal. The Engineer will return to the Contractor the same transmittal letter, with the Shop Drawing disposition noted thereon along with the drawings or brochures when the review is completed. The Contractor shall forward separate transmittal letters for submitting each group of Shop Drawings common to a Specification Section.

K. In checking Shop Drawings prior to submittal, the Contractor is requested to note corrections or comments on the drawings in green pen.

L. Drawings returned to the Contractor will be stamped "Approved," "Approved as Noted," "Returned for Corrections," or "Not Approved." Drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and Subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission. Comments and corrections by the Engineer will be made in red pen on blue or black line prints.

M. Samples shall be submitted to the Project Engineer, accompanied with the same transmittal letter prescribed for Shop Drawings. Checking by Contractor of samples before transmittal is required the same as for Shop Drawings.

10. PROJECT DOCUMENTATION.

A. Project Drawings: The successful Contractor will be furnished, at no charge, two (2) copies of drawings and Specifications. Additional copies may be purchased at actual cost of reproduction.

A field set of Plans and Specifications shall remain on the job site at all times and shall be available at all times to the Engineer.

The Contractor shall immediately include plainly and conspicuously on the field set of drawings, and at appropriate paragraphs in the specifications, all changes or corrections made by addenda, field orders and Change Orders as they are issued.

Approved copies of all shop drawings and other submittals are to be kept on the job site at all times and shall be available at all times to the Engineer.

Changes and deviations from the existing conditions shall be submitted in writing for approval prior to installation. In no case shall any unspecified equipment or materials be installed without prior approval by the Engineer.

B. Record Documents:

(1) Definition: Record documents are defined to include those documents or copies relating directly to performance of the Work, which Contractor is required to prepare or maintain for Owner's records, recording the Work as actually performed. In particular, record documents show changes in the Work in relation to the way in which shown and specified by original Contract Documents; and show additional information of value to Owner's records, but not indicated by original Contract Documents. Record documents

include newly prepared drawings (if any are specified), marked-up copies of Contract drawings, shop drawings, Specifications, addenda, field orders, Change Orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all.

(2) Record Drawings: Contractor shall maintain a set of record drawings at the job site. The record drawings shall be kept legible and current and shall be available for inspection at all times by the Engineer. The Contractor shall show all changes or Work added on these record drawings in a contrasting color.

(a) Mark-Up Procedure: During progress of the Work, maintain a blue-line or black-line set of Contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the Work as originally shown. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on Contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on Work concealed, which would be difficult to identify or measure and record at a later date. Note alternate numbers, Field Orders or Change Order numbers and similar identification. Require each person preparing mark-ups to initial and date mark-ups and indicate name of firm. Label each sheet "PROJECT RECORD" in 1-1/2-inch high letters.

In showing changes in the Work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

(b) Preparation of Transparencies: In preparation for Certification of Substantial Completion on last major portion of the Work, review completed mark-up of record drawings and shop drawings with Engineer. Engineer will then proceed with preparation of a full set of corrected transparencies for Contract drawings. Engineer will date each updated drawing and label each sheet "RECORD DRAWING" in 1-1/2-inch high letters. Printing as required herein is the responsibility of the Engineer.

(c) Copies, Distribution: Upon completion of transparency record drawings, Engineer shall prepare three blue-line or black-line prints of each drawing, regardless of whether changes and additional information were recorded thereon. Engineer shall then organize each of three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates. Mark-up set of prints maintained during the construction period shall be bound in the same manner. Engineer shall also organize transparencies into sets matching print sets, place set in a durable tube-type drawing container (with end caps) and mark end cap of each with suitable identification. Engineer will retain one copy set. At completion of project, Engineer shall submit one set of transparencies, with changes noted thereon, to the Owner.

(3) Record drawings shall contain the names, addresses and phone numbers of the general Contractor and major Subcontractors.

(4) The Engineer shall be the sole judge of the acceptability of the record drawings. Receipt and acceptance of the record drawings is a prerequisite for Final Payment.

C. Record Specifications:

(1) During the progress of the Work, the Contractor shall maintain one copy of Specifications, including addenda, Change Orders and similar modifications issued in printed form during construction, mark-up variations (of substance) in actual Work in comparison with text of Specifications and modifications as issued at the jobsite. Give particular attention to substitutions, selection of options, and similar information on Work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Engineer for Owner's records. Label front cover "PROJECT RECORD" in 1-1/2-inch high letters.

(2) Where the record specifications is printed on one side of page only, mark variation on blank left-hand pages of the record specifications, facing printed right-hand pages containing original text affected by variation.

D. Record Product Data: During progress of the Work, maintain one copy of each product data submittal, and mark-up significant variations in the actual Work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related Field Orders and Change Orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set of product data submittal to Engineer for Owner's records. Label each data submittal "PROJECT RECORD" in 1-1/2-inch high letters.

E. Record Sample Submittal: Immediately prior to date(s) of Substantial Completion, Engineer and Owner's personnel will meet with the Contractor at the work site and will determine if any of the submitted samples maintained by the Contractor during progress of the Work are to be transmitted to the Owner for record purposes. Comply with Engineer's instructions for packaging, identification marking and delivery to Owner's sample storage space. Dispose of other samples in a legal manner specified for disposal of surplus and waste materials, unless otherwise indicated by Engineer.

F. Miscellaneous Record Submittals: Refer to other sections of these Specifications for requirements of miscellaneous recordkeeping and submittals in connection with actual performance of the Work. Immediately prior to date(s) of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Engineer for Owner's records. Categories of requirements resulting in miscellaneous Work records are recognized to include, but not be limited to, the following:

- (1) Required field records on excavations, foundations underground construction, wells and similar Work.
- (2) Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.
- (3) Surveys establishing lines and levels of buildings, where applicable.
- (4) Soil treatment certification.
- (5) Inspection and Test Reports: Where not processed as shop drawings or product data.
- (6) Concrete mix design record.
- (7) Asphaltic concrete mix design record.
- (8) Concrete block certification, where applicable.

G. Project Closeout: Closeout is hereby defined to include general requirements near end of Contract time, in preparation for Final Acceptance, Final Payment, normal termination of Contract, occupancy by Owner and similar actions evidencing completion of the Work. Specific requirements for individual units or Work are specified in other sections. Time of closeout is directly related to Substantial Completion, and therefore may be a single-time period for entire Work or a series of time periods for individual parts of the Work which have been certified as Substantially Complete at different dates. The time variation, if any, shall be applicable to other provisions of this section.

H. Prerequisites to Substantial Completion:

(1) Prior to requesting the Engineer's inspection for Certification of Substantial Completion, for either entire Work or portions thereof, complete the following and list no exceptions in request.

(a) In progress payment request coincident with, or first following date claimed, show 100 percent completion for portion of Work claimed as "Substantially Completed," or list incomplete items, value of incompleteness and reasons for being incomplete.

(b) Include supporting documentation for completion as indicated in the Contract Documents.

(c) Submit statement showing accounting of changes to the Contract sum.

(d) Advise Owner of pending insurance change-over requirements.

(e) Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including, where required, occupancy permits, operating certificates and similar releases.

(f) Deliver tools, spare parts, extra stocks of materials and similar physical items to Owner.

(g) Make final change-over of locks and transmit keys, where applicable, to Owner, and advise Owner's personnel of change-over in security provisions.

(h) Complete start-up testing of systems, and instructions of Owner's operating-maintenance personnel. Discontinue, or change over, and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.

(2) Inspection Procedures: Upon receipt of Contractor's request, Engineer will proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Engineer will prepare Certificate of Substantial Completion or advise Contractor of Work which must be performed prior to issuance of certificate and repeat inspection when requested and assured that Work has been substantially completed. Results of completed inspection will form initial "punch list" for Final Acceptance.

I. Prerequisites to Final Acceptance:

(1) Prior to requesting Engineers' final inspection for Certification of Final Acceptance as required by the General Provisions, complete the following and list known exceptions in request:

(a) Submit certified copy of Engineer's final punch list of itemized Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Engineer.

(b) Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.

(c) Complete final cleaning up requirements, including touch-up of marred surfaces.

(d) Touch-up and otherwise repair and restore marred exposed finishes.

(2) Reinspection Procedures: Following Substantial Completion, the Contractor shall correct or remedy all punch list items to the satisfaction of the Engineer and Owner within a two (2)-week period after the date of Substantial Completion. If subsequent inspections are necessary after the two-week period in

order to eliminate all deficiencies, the cost of all subsequent inspections with respect to the Owner's and Engineer's time shall be paid by the Contractor. When ready, the Contractor shall request in writing, a final inspection of the Work. Upon completion of reinspection, the Engineer will prepare Certificate of Final Acceptance or advise Contractor of Work not completed or obligations not fulfilled as required for Final Acceptance. If necessary, procedures will be repeated.

J. Prerequisites to Final Payment:

(1) Final Payment: Final Payment will be made after Final Acceptance of the project by the Engineer and Owner upon request by the Contractor on condition that the Contractor:

(a) Furnish properly executed complete release of lien from all material men and Subcontractors who have furnished materials or labor for the Work and submit supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

(b) Furnish Contractor's Affidavit of Release of Liens (2 copies) that all material, men, and Subcontractors have been paid in full. In the event they have not been paid in full, the Owner shall retain a sufficient sum to pay them in full and at his option, may make direct payment to obtain complete releases of lien.

(c) Furnish Contractor's Final Release of Lien (2 copies).

(d) Furnish required sets of record drawings and maintenance and operating instructions of new mechanical equipment.

(e) Furnish guarantees signed by Subcontractors, material suppliers and countersigned by the Contractor for operating equipment.

(f) Submit specific warranties, workmanship-maintenance bonds, maintenance agreements, final certifications and similar documents.

(g) Furnish a signed guarantee, in form acceptable to Engineer and Owner agreeing to repair or replace as decided by the Engineer, all Work and materials that prove defective within one (1) year from the date of Final Acceptance, including restoration of all other Work damaged in making such repairs or replacements.

(h) Furnish consent of Surety to Final Payment.

(i) Submit final progress payment application, reflecting all final changes to Contract quantities and sums.

(j) Submit evidence of final, continuing insurance coverage complying with insurance requirements.

(k) Certify that all social security, employment and all other taxes (city, state, federal government) have been paid.

(l) Provide receipt, as applicable, of affidavits certifying all labor standards of local, state or federal requirements have been complied with by the Contractor.

(m) Submit actual DBE participation percentages.

K. Record Document Submittals: Specific requirements for record documents are shown in Section 10, PROJECT DOCUMENTATION. Other requirements are indicated in the General Provisions. General

submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.

(1) Record Drawings: Engineer shall organize record drawing sheets into manageable sets, bind with durable paper cover sheets and print suitable titles, dates and other identification on cover of each set.

(2) Record Specifications: Upon completion of mark-up, submit to Engineer for Owner's records.

(3) Record Product Data: Upon completion of mark-up, submit complete set to Engineer for Owner's records.

(4) Record Sample Submittal: Comply with Engineer's instructions for packaging, identification marking and delivery to Owner's sample storage space.

(5) Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Engineer for Owner's records.

(6) Maintenance Manuals: Complete, place in order, properly identify and submit to Engineer for Owner's records.

L. Closeout Procedures: General Operating and Maintenance Instructions: Arrange for each installer or Work requiring continuing maintenance or operation to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire Work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuel, identification system, control sequences; hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy, efficiency adjustments and similar operations. Review maintenance and operations in relation with application warranties, agreements to maintain bonds, and similar continuing commitments.

11. FINAL CLEANING.

A. Provide final cleaning of the Work, at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition.

B. Removal of Protection: Remove temporary protection devices and facilities which were installed during course of the Work to protect previous completed Work during remainder of construction period.

C. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become Owner's property, dispose of these as directed by the Owner.

12. CONTRACT DOCUMENTS REVISION/MODIFICATIONS.

Where portions of text have been lined through (~~example~~) this text has been deleted and does not apply to this project. Where portions of text have been added with shading (example), this text has been added and is binding to this project. This process is utilized throughout the specifications and contract documents (excluding the plans).

END OF SPECIAL CONDITIONS - SECTION 1

SPECIAL CONDITIONS

SECTION 2

INSURANCE REQUIREMENTS

(Refer to City of Duluth Insurance Requirements)

SPECIAL CONDITIONS

SECTION 3

MISCELLANEOUS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, for any reason, any such provision is not inserted in the Contract, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. CORRELATION OF DOCUMENTS.

A. Drawings and specifications are cooperative and supplementary. Portions of the Work which can be best be illustrated by the drawings may not be included in the specifications and portions best described by the specifications may not be depicted on the drawings. All items necessary or incidental to completely construct or erect the Work shall be furnished, whether called for in the specifications or shown on the drawings. Anything mentioned in the specifications and not shown on the drawings, or anything shown or mentioned on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. In case of disagreement between the drawings and specifications, or within either document itself, the better quality or greater quantity of Work shall be estimated and included in the bid and Contract Price and the matter drawn to the Engineer's attention for decision.

3. NOTICE AND SERVICE THEREOF. Where the manner of giving notice is not otherwise provided for in the Contract Documents, any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at the address given in the Contractor's Proposal, or at the last business address known to him who gives the notice, or delivered in person to the Contractor or his authorized representative on the site. It is mutually agreed that such notice shall be sufficient and adequate.

4. SUBCONTRACTING.

A. The Contractor may utilize the services of specialty or minority Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty or minority Subcontractors.

B. The Owner reserves the right to approve Subcontractors for any Work. The Contractor, if requested by the Owner, shall submit to the Owner the proposed award and such information as the Owner may require concerning any subcontractor.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, or under their control, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power as regards terminating any Subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the Owner.

5. PROTECTION OF PERSONS.

A. The Contractor shall:

- (1) At all times protect the lives and health of his employees under the Contract;
- (2) Take all necessary precautions for the safety of all persons on or in the vicinity of the project site.
- (3) Comply with all applicable provisions of Federal, State and Municipal safety laws and building codes.
- (4) Comply with all pertinent provisions of the Manual of Accident Prevention in Construction issued by the Associated General Contractors of America, Inc., latest edition, to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of persons and shall post danger signs warning against the hazards created in part by features of construction such as protruding nails, rod hoists, well holes, falling materials, etc., and he shall designate a responsible member of his organization on the Work site whose duty shall be the prevention of accidents;
- (5) Provide for all safeguards for the protection of those having Right-of-Entry during field review and observation of the Work.

B. Contractor shall comply with all provisions of the "Williams-Steiger Occupational Safety and Health Act of 1970" including any amendments thereto and rules and regulations issued pursuant thereto, applicable to the Work and performance of the Contract. Where a State in which Work is performed has passed legislation bearing on Occupational Safety and Health, such legislation and amendments thereto, together with rules and regulations issued pursuant thereto shall be complied with by the Contractor.

6. AUTHORITY OF ENGINEER.

A. The Engineer, through its duly authorized representatives, shall furnish engineering services during construction of the Work to the extent provided in the Contract Documents. He shall observe and review the Work in the process of construction or erection. Compliance with the Contract Documents shall be the Contractor's responsibility notwithstanding such observation or review. The Engineer has authority to recommend suspension of the Work to the Owner when it appears such suspension may be necessary to accomplish the proper implementation of the intent of the Contract Documents. The authority to observe, review or recommend suspension of the Work, or exercise such other authority as may be granted by the Contract Documents, shall not be construed or interpreted to mean supervision of construction, which is the Contractor's responsibility, nor make the Engineer responsible for providing a safe place for the performance of Work by the Contractor or by the Contractor's employees, or those of suppliers or Subcontractors, or for access, visits, use, work, travel, or occupancy by any other person. The Engineer shall also have the authority to reject any Work, materials, or equipment which do not conform to the Contract Documents and to decide technical questions which arise in the execution of the Work.

B. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of Work, materials, equipment and supplies which are to be paid for under the Contract and shall decide questions which may arise in relation to said Work and its compliance with the Contract Documents. The Engineer's estimates and decisions shall be final and conclusive, except as otherwise expressly provided in case any question shall arise between the parties to the Contract relative to the Contract Documents, the

determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for Work under the Contract affected in any manner or to any extent by such question.

C. The Engineer shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

7. "GOOD REPAIR" PERIOD.

A. The Contractor hereby agrees to keep all Work constructed under the Contract in Good Repair for a minimum period of one (1) year, unless a longer period is otherwise specified in the Contract Documents, from the date of acceptance of all of the Work by the Owner. No provision of the Contract documents shall be valid which limits the "Good Repair" period to less than one (1) year from the date of acceptance of all of the Work by the Owner. The Work is to be phased. Each phase of Work completed shall be inspected and approved for use by the Owner but shall not be accepted until all Work for all phases is complete and a final inspection for all Work has been performed.

B. It is intended that this provision shall apply whether or not bond is required, as a personal obligation of the Contractor.

C. The obligations of the Contractor as herein provided shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

8. VARIATION FROM ESTIMATED QUANTITIES. The Contractor may reasonably expect a variation in estimated quantities such that the total payment for the completed Work may range from 75 to 125 percent of the total amount of the Contract based on the estimated quantities defined in the proposal. The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages because of a difference between the estimate of any item defined in the Proposal and the amount of the item actually required or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the Work as may be required to bring the cost of the Work within the limits of available funds.

9. WATER FOR CONSTRUCTION. Water used for construction of this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements with the Owner of the source of water for securing and/or transporting such water. No separate payment will be made for water used but the cost thereof shall be included in the various items of the proposal and bid schedule.

10. LIGHTS AND POWER. The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

11. COORDINATION WITH OTHERS. In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. The Contractor shall notify the Engineer of said coordination attempts and the results.

12. TESTING, INSPECTION, AND CONTROL. The Owner shall pay for all passing tests, the Contractor shall pay for all failing tests. Charges for failing tests will be deducted from the Contractor's earnings at the end of project at the time of final payment. The Contractor will pay for tests, other than Acceptance testing, and shall be incidental to those items which require testing. The contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer. The contractor shall be responsible for notifying the testing laboratory to pick up the test samples. Also, the Engineer reserves the right to test at any location on the project, and at any frequency he deems necessary before, during and after incorporation of all materials into the project to satisfy himself and ensure that all materials meet the specified requirements. All materials utilized in the project must meet specification requirements before, during and after

incorporation into the project. Any additional testing that the contractor deems necessary to ensure himself that the materials he is installing meet the required specifications and/or as a proof of the authorized testing laboratory shall be solely the expense of the contractor whether the tests pass or fail.

13. LINES AND GRADES. Section 50, Item 50-06 of the General Provisions and Technical Specification P-104 includes all requirement for all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications shall be provided by the Contractor and he shall be solely responsible for the accuracy of said lines, grades and measurements.

14. TRADE NAMES AND MATERIALS. No material which has been used by the Contractor for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgement of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the plans and specifications in connection with the material, manufactured article or process, the material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designated material, article or process.

15. PROPERTY LINES AND MONUMENTS. The Contractor shall protect all property corner markers and any other monument, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

16. FENCES AND DRAINAGE CHANNELS. Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Existing fences not to be removed and intersecting with new fencing (fencing outside airport property) shall be connected to the new fencing in a manner acceptable to the fence owner and the Owner and/or Engineer.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

17. DISPOSAL OF WASTE AND SURPLUS EXCAVATION. All trees, stumps, slashings, brush or other debris to be removed from the site as a preliminary to the construction work shall be removed from the property and legally disposed of in a manner approved by the Engineer and at a site approved by the Owner. No burning on site will be permitted.

All excavated earth in excess of that required for embankment and backfill shall be disposed of in a satisfactory manner as shown on the plans or as directed by the Engineer to a site approved by the Owner.

18. AIR POLLUTION. The Contractor shall comply with all Federal, State and Local Requirements.

19. EXISTING UTILITIES AND SERVICE LINES. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

20. RECORDS OF MATERIALS PURCHASED. By a certain time each month as defined and established at the preconstruction conference, the Contractor shall furnish to the Engineer, duplicate copies of all invoices for materials furnished to be incorporated into the work, plus a statement of all materials previously included on monthly estimates and incorporated into the work during the preceding month. This information is to be used to determine the value of materials on hand to be included in the monthly estimate for periodical payment.

21. CONTRACTOR ACCESS TO PROJECT SITE. The Contractor shall have a specific access route to the project site. This route is shown in the construction drawings. The Contractor shall use this route to bring all equipment and materials in. If the Contractor has a better route which would prevent damage to existing roads or provide safer access to the construction site, the Contractor shall supply a drawing showing the recommended route to the Owner and Engineer for approval at the preconstruction conference.

22. NIGHTTIME WORK. In phases of work requiring daytime work, the Contractor shall not perform nighttime work unless given approval in writing by the Engineer. The Contractor shall request in writing approval to perform nighttime work. If the Engineer approves said nighttime work, the Contractor shall coordinate closely with the Engineer and the Owner during any and all approved nighttime work. This includes any nighttime hauling of materials to the project site. If the Contractor wishes to perform nighttime work or haul materials at night, the Contractor shall reimburse the Owner for any nighttime inspection costs incurred by the Owner to adequately and properly inspect said nighttime work or hauling of materials.

In phases of work requiring night time work, the Contractor shall perform said night time work within the time frame allotted by the Owner. The Contractor shall coordinate with the Owner and Engineer each day before night time operations to ensure all special instructions, time limitations, directives, etc. are adhered to each night of night time operations. The Contractor shall not enter areas requiring night time construction operations until cleared to do so by the Owner. Any violation will result in a \$1,000.00 fine for each infraction.

23. DUST CONTROL. The Contractor shall maintain strict dust control during the project duration. There are operational areas, aircraft parked on the airport as well as commercial facilities which performs maintenance and repair work to aircraft. Therefore, it is imperative that strict dust control be maintained so that damage or nuisance to the areas and facilities described above or airport operational areas is prevented. This dust control shall also include the dust which may occur during any construction procedure.

24. TRIP TICKETS, INVOICES, WEIGH BILLS, ETC. The Contractor shall be responsible for supplying any and all trip tickets, invoices, weigh bills, etc. which show the quantities actually used in the construction of the project. All said trip tickets, invoices, weigh bills, etc. shall relate directly to specific bid items. If the Contractor fails to submit said trip tickets, invoices, weigh bills, etc. to the Engineer or his authorized representative prior to or during the time of installation of materials into the project, any material overruns claimed by the Contractor at the end of the project shall not be accepted.

25. FINAL IN-PLACE EXCAVATION & EMBANKMENT SECTIONS. At the completion of the project, the Contractor shall submit final in-place earthwork cross sections for the entire project site affected by earthwork operations with the detailed calculations as to as-built excavation and/or embankment. The Contractor may use the cross sections provided in the plans and plot the as-built conditions on those cross section sheets along with the accompanying calculations. The Contractor shall be paid based upon the volume between the original ground line and the as-built ground line. The Contractor shall be paid based on the type of operations for which a bid price was provided.

END OF SPECIAL CONDITIONS - SECTION 3

SPECIAL CONDITIONS

SECTION 4

LISTING OF DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

The Owner and/or Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, the Engineer shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make the Engineer responsible for or give the Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the Engineer in the Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

1. The RPR is the Engineer's agent at the site and will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site Work shall in general be with the Engineer and the Contractor keeping the Owner advised as necessary. The RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of the Contractor. The RPR shall generally communicate with the Owner with the knowledge of and under the direction of the Engineer.

B. Duties and Responsibilities of the RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with the Contractor and Owner, such as preconstruction conferences, weekly progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

a. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

b. Assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by the Contractor, and notify the Engineer of availability of samples for examination.

c. Advise the Engineer and the Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Engineer of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections and report to the Engineer.

6. Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report the suggestions along with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as issued by the Engineer.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions of Work Field Orders, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.

c. Record names, addresses and telephone numbers of all the Contractors, Subcontractors and major suppliers of materials and equipment.

9. Reports:

a. Furnish the Engineer daily progress reports of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Field Orders, obtaining backup material from the Contractor and recommend to the Engineer Change Orders and Field Orders.

d. Report immediately to the Engineer and the Owner the occurrence of any accident.

10. Payment Requests: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.

12. Completion:

a. Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

C. Limitations of Authority of the Resident Project Representative (RPR):

1. He shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Engineer.

2. He shall not exceed limitations of the Engineer's authority as set forth in the Contract Documents.

3. He shall not undertake any of the responsibilities of the Contractor, Subcontractors or the Contractor's superintendent.

4. He shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. He shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. He shall not accept Shop Drawing or sample submittals from anyone other than the General Contractor.

7. He shall not authorize the Owner to occupy the Project in whole or in part.

8. He shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

END OF SPECIAL CONDITIONS - SECTION 4

SPECIAL CONDITIONS

SECTION 5

SHOP DRAWING SUBMITTAL SUMMARY

1. The following list is intended to assist the Contractor in identifying shop drawings which are required to complete the Work described in the Contract Documents. The list is not necessarily all inclusive and other shop drawings not listed may be required to be submitted by the Contractor to meet the requirements stated in General Provision Section 60, "Control of Materials" and Special Conditions Section 1, Paragraph 9, "Shop Drawings, Product Data and Samples."

Item No.

Item Description

(To be Provided)

END OF SPECIAL CONDITIONS - SECTION 5