

SPECIFICATIONS AND CONTRACT DOCUMENTS



SHELBY COUNTY COMMISSION
SHELBY COUNTY AIRPORT

RUNWAY 16/34 PAVEMENT MAINTENANCE

GARVER # 2302455

Prepared For:

SHELBY COUNTY COMMISSION

February 2024



00 00 01 CERTIFICATIONS

**RUNWAY 16/34 PAVEMENT MAINTENANCE
GARVER PROJECT NO. 2302455
SHELBY COUNTY COMMISSION**

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Alabama.

SEAL AND SIGNATURE

**APPLICABLE DIVISION OR
PROJECT RESPONSIBILITY**

William U Haley, P.E.



Digitally Signed: 02-28-2024

Civil Plans and Specifications

GARVER, LLC CERTIFICATE OF AUTHORIZATION:

AL ENGINEERING COA NO. 500-E
Expiration Date: December 31, 2024

RUNWAY 16/34 PAVEMENT MAINTENANCE

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NOTE: EACH TECHNICAL SPECIFICATION MAY BE PREFACED WITH A “MODIFICATIONS” SECTION THAT SHALL AMEND THE STANDARD TECHNICAL SPECIFICATION. THE PAGE NUMBERS FOR THESE MODIFICATIONS SECTIONS ARE PREFACED WITH “MOD” PRIOR TO THE SPECIFICATION PAGE NUMBER.

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00 11 00 ADVERTISEMENT FOR BIDS

Sealed bids for **RUNWAY 16/34 PAVEMENT MAINTENANCE**, to be constructed for **SHELBY COUNTY COMMISSION** will be received at the office of the **SHELBY COUNTY COMMISSION** and addressed to the County Managers office at 200 West College Street, Room 123, Columbiana, AL 35051 until 2:00PM of March 28th, at which time the bids shall be publicly opened and read aloud.

An **OPTIONAL** Pre-Bid Conference will be held by Garver virtually via Microsoft Teams at 10:00AM of March 21st. Bidders are responsible for contacting the designated Garver Project Manager (Will Haley) at WUHaley@GarverUSA.com to attain a link to join the virtual meeting.

The Project includes but is not limited to site preparation, joint & crack repair, paint & rubber removal, and the application of pavement markings.

Bids will be received for a single prime contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Digital copies of the bid documents are available at <http://Planroom.GarverUSA.com> for a fee of \$22. These documents may be downloaded by selecting this Project from the "Plan Room" link, and by entering Quest Project Number 8958856 on the "Browse Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com. Documents can be examined at Garver's office, 5125-A Research Drive, Huntsville, AL 35805, or at the Shelby County Airport, 265 Weathervane Road, Calera, AL 35040. **Addendums to the bid package will be issued through the Garver online Plan Holders List; therefore, all Bidders shall be responsible for downloading the bid documents from the Garver online plan room in order to be included in the Plan Holders List. Bidders must enter the addenda numbers in the Proposal to verify receipt.**

Bids shall be accompanied by a bid security in accordance with the Instructions to Bidders. The successful Bidder must furnish Performance and Payment Bonds in accordance with the Contract Documents.

Bidders must be licensed to perform work within the state of Alabama.

Bids must remain in effect for **90** days after the bid opening date. Within **90** days from the bid date, the Owner may award the contract to the lowest responsive, responsible Bidder or reject any or all Bids for the Project.

The **SHELBY COUNTY COMMISSION** reserves the right to reject any or all Bids, to waive the pre-bid meeting, and/or to waive irregularities in the Bids and bidding deemed to be in the best interests of the **SHELBY COUNTY COMMISSION**, and to reject nonconforming, nonresponsive, or conditional bids.

Owner: **SHELBY COUNTY COMMISSION**
By: **Chad Scroggins**
Title: **County Manager**

END OF ADVERTISEMENT FOR BIDS

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00 21 00 INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders not otherwise defined have the meanings indicated in the General Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
 - B. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, as detailed in Section 00 45 13 Qualifications Statement, which must be completed in ink and returned for evaluation, along with any Owner required documentation.
- 3.02 The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:
- A. Responsive Bidder: Means a Bidder who submitted a Bid which conforms in all material respects to the Bidding Documents.
 - B. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
 - 1. financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
 - 2. a record of integrity;
 - 3. a record of successful completion, defined as, completion of a project within a reasonable time and budget;
 - 4. qualified legally to contract with the Owner, and;
 - 5. has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

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- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Project site is identified in the Bidding Documents. By definition, the "Site" includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. The Special Provisions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 2. Owner will make pdf digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Provisions, has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Special Provisions do not identify Technical Data, the default definition of Technical Data set forth in Section 10 of the General Provisions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in the Special Provisions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Plans or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in the Special Provisions.

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4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct Site visit(s) by appointment, during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. If applicable, Site visits and work at the Site will be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Special Provisions.

4.05 *Other Work at the Site*

- A. Reference is made to Section 70-04 of the General Provisions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

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- techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 - I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 An optional virtual pre-Bid conference will be held at the date and time identified in the Advertisement for Bids and addenda as appropriate. Representatives of Owner and Engineer will be present to discuss the Project. Bidders should attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than forty-eight (48) hours prior to the date for opening of Bids may not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. The final addenda shall be issued at a minimum of twenty-four (24) hours prior to the opening of bids' date and time.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a cashier's or certified check, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting requirements acceptable to the owner.

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- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults as set forth in this Section 8.02.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **91** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a milestone, substantial completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 See Section 60-03 of the General Provisions.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 Bidders shall submit Section 00 43 36, List of Proposed Subcontractors with the Bid, for prior approval of the Owner.
- If requested by Owner, before executing any subcontract, and within three (3) days after Bid opening, the apparent Successful Bidder, and any other Bidder so requested, shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award. Declining to make requested substitutions will **not** constitute grounds for forfeiture of the Bid security of any Bidder.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, or other individuals or entities.

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- 12.03 The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed either in ink or type and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
 - C. A conditional Bid will not be considered.
- 13.02 A Bid by a corporation or partnership shall be executed in the corporate or partnership name by an officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate or partnership address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 Unit Price
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract price will be determined in accordance with Section 90 of the General Provisions.

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title and number(s) (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." The Bidders name and return address shall be plainly marked on the package. Mailed Bid shall be addressed to 200 West College Street, Room 123, Columbiana, AL 35051.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to 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

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- pertaining to the letting of construction contracts; advertise for new Bids; or proceed with the work otherwise.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - D. In the comparison of Bids, schedules will be applied in the same order of priority as listed in the Bid Form. For comparison purposes schedules will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions to Bidders, the award may be made to said Successful Bidder for the schedule in which the Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the Work for which the identity of subcontractors and suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed subcontractors or suppliers.
- 19.06 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.
- 19.08 Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid schedule. In the event the Work is contained in more than one Bid schedule, the Owner may award schedules individually or in combination. In the case of two or more Bid schedules which are alternative to each other, only one of such alternative schedules will be awarded.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Section 30-05 of the General Provisions, as may be modified by the Special Provisions, sets forth Owner's requirements as to performance, payment, bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF CONTRACT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. The Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 50-05 of the General Provisions.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 The project Owner is exempt from Alabama state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to the Special Provisions for additional information.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Section 90-06 of the General Provisions.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

- 24.01 Not Used

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END OF INSTRUCTIONS TO BIDDERS

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00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	<input type="checkbox"/>	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	<input type="checkbox"/>	00 41 00
2. Bid Bond	<input type="checkbox"/>	00 43 13
3. List of Proposed Subcontractors	<input type="checkbox"/>	00 43 36
4. Qualifications Statement	<input type="checkbox"/>	00 45 13
5. Bidder Certifications	<input type="checkbox"/>	00 45 46
*Check when filled out, signed, and included with submission of bid packet.		

Seal (if incorporated) Bidder Name: _____

Address: _____

City, State, Zip Code: _____

Contractor Number: _____

Contact Name: _____

Title: _____

Contact Number: _____

Contact Email: _____

Signature of Authorized Agent for Bidder: _____

Date: _____

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00 41 00 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

SHELBY COUNTY COMMISSION
200 West College Street, Room 123, Columbiana, AL 35051

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Alabama as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Addendum No.

Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)

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the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- J. The submission of the Bid constitutes that applicable sales taxes are not included in the stated Bid prices for the work.
- K. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the Federal Aviation Administration requirements referenced in the Special Provisions.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.

5.03 BID ALTERNATES

A. The undersigned Bidder offers to make, at the bid alternate prices additive following, the changes in the Work covered in the total bid price set forth in unit price schedule ("Total Base Bid Price") that are specified in the bid alternates priced below:

B. It is understood that:

1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price's project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price's project and the decrease in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
2. Any bid items contained within the alternate unit price schedule that are measured quantities (TN, SY, CY, SF, LF, EA, etc.) shall match exactly the unit price found within the base bid unit price schedule. Lump sum bid items will not be required to meet this requirement.
3. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
4. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
5. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.
6. Reference Document 00 21 00, Article 19 for Method of Award.
7. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

5.04 BID SCHEDULES

A. Not used.

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BASE BID						
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	CONSTRUCTION SAFETY, SECURITY, AND SITE MANAGEMENT	LS	1		
2	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BASE BID)	LS	1		
3	P-101-5.1	JOINT & CRACK REPAIR	LF	20,734		
4	P-101-5.2	PAINT/RUBBER REMOVAL	SF	11,120		
5	P-620-5.1	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, WITH REFLECTIVE MEDIA, YELLOW	SF	2,090		
6	P-620-5.2	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, WITH REFLECTIVE MEDIA, WHITE	SF	25,756		
7	P-620-5.3	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, BLACK	SF	14,134		

Base Bid Construction Total \$: _____

Base Bid Construction Total (Text): _____

ADDITIVE ALTERNATE 1						
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL ADDITIVE ALTERNATE 1)	LS	1		
2	P-101-5.2	PAINT/RUBBER REMOVAL	SF	600		
3	P-620-5.1	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, WITH REFLECTIVE MEDIA, YELLOW	SF	2,794		
4	P-620-5.3	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, BLACK	SF	5,588		

Additive Alternate 1 Construction Total \$: _____

Additive Alternate 1 Construction Total (Text): _____

Base Bid + Additive Alternate 1 Total \$: _____

Base Bid + Additive Alternate 1 Total (Text): _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (00 43 13);
 - B. List of Proposed Subcontractors (00 43 36)
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Contractor's License No.: _____ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

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00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
Shelby County Commission
200 West College Street, Room 123
Columbiana, AL 35051

BID

Bid Due Date:

Description: Shelby County Airport – Runway 16/34 Pavement Maintenance

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.*

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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00 43 36 LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

Type of Work:

Subcontractor's Name:.....

Alabama License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only):.....

Type of Work:

Subcontractor's Name:.....

Alabama License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only):.....

Type of Work:

Subcontractor's Name:.....

Alabama License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:.....

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Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Alabama License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Bidder (General Contractor):

Alabama License No.:

Address:

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

By: *

Title:

Percent of Contract to be Completed by DBE:

*Signature must be the same as on the Bid form.

Notes:

- (1) This form must be completed and submitted with *good faith effort* documentation provided in the sealed Bid to be considered responsive at the time of the bid opening.
- (2) Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

00 45 13 QUALIFICATIONS STATEMENT

<p>THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS</p>

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED FOR:

Owner:

SHELBY COUNTY COMMISSION

Project Name:

RUNWAY 16/34 PAVEMENT MAINTENANCE

TYPE OF WORK:

Pavement Maintenance

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

4. AFFILIATED COMPANIES:

Name:

Address:

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

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☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

6. LICENSING

Jurisdiction:

Type of License:

License Number:

Jurisdiction:

Type of License:

License Number:

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐ YES ☐ NO

If YES, attach as an Attachment details including where and why.

7. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise:

Other (_____):

8. BONDING INFORMATION

Bonding Company:

Address:

Bonding Agent:

Address:

Contact Name:

Phone:

Aggregate Bonding Capacity:

Available Bonding Capacity as of date of this submittal:

9. FINANCIAL INFORMATION

Financial Institution:

Address:

Account Manager:

Phone:

Credit available:

\$ _____

10. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

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Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)*.
2. Schedule B (Previous Experience)*.
3. Schedule C (Major Equipment)*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.

*Information may be provided on form attached or bidder provided form containing similar information.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
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	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

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00 45 46 BIDDER CERTIFICATIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Shelby County Airport
Runway 16/34 Pavement Maintenance

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By submitting a Bid under this solicitation, the Bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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PUBLIC WORKS CONTRACT
SHELBY COUNTY COMMISSION

CHANGE ORDER

DATE:

CHANGE ORDER NO:

PROJECT:

CONTRACTOR:

CONTRACT DATE: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT:

IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS YOU ARE INSTRUCTED TO FURNISH:

AMOUNT OF ORIGINAL CONTRACT	\$	\$0.00
AMOUNT OF PREVIOUS CHANGES	\$	\$0.00
AMOUNT OF THIS CHANGE	\$	\$0.00
TOTAL AMOUNT OF ADJUSTED CONTRACT	\$	\$0.00

NOTE: IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE IS COMPENSATION IN FULL FOR CHANGES AS INDICATED. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL RIGHTS FOR ANY ADDITIONAL COMPENSATION ARE WAIVED CONCERNING THE CHANGES CONTAINED HEREIN.

Shelby County Commission

BY: _____
TITLE: Owner
DATE: _____

BY: _____
TITLE: Chief Facilities Management Officer
DATE: _____

CONTRACTOR NOTICE OF COMPLETION

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended by Act 2023-497 (HB168), notice is hereby given that as of _____ (Insert Date), _____ (Insert Contractor Name), has completed the Contract for the project described as _____ (Insert Project Name).

Signature

Print Name

Title

Company Name

Date



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

Alabama Department of Revenue NOTICE

Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O. Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities*.]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (<https://myalabamataxes.alabama.gov>).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

WHAT'S NEW?

TOPIC: Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

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00 51 00 NOTICE OF AWARD

Date of Issuance:

Owner: **SHELBY COUNTY COMMISSION** Owner's Contract No.:
Engineer: **GARVER** Engineer's Project No.: 2302455
Project: Runway 16/34 Pavement Maintenance
Bidder:
Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Runway 16/34 Pavement Maintenance.

The Contract price of the awarded Contract is: \$

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security [*e.g., Performance bond and Payment bond*] and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner:

Authorized Signature

By:

Title:

Shelby County Airport
Runway 16/34 Pavement Maintenance

Bidder:

Authorized Signature

By:

Title:

Copy: Engineer

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SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over \$100,000
Act 97-225

THIS AGREEMENT, entered into as of this _____ day of _____ by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____. (hereinafter called the CONTRACTOR). This agreement concerns the Shelby County Airport Runway 16/34 Pavement Maintenance Project as described in the noted attached plans index, specifications index, project issued addenda _____, and the contractor's bid (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY is currently involved in the planned construction of the PROJECT as specified in design and bid specifications dated _____, which said design and bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein. (See also attached bid by CONTRACTOR on _____) and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for the construction of the PROJECT; and

WHEREAS, the COUNTY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying plans and specifications in a good, competent, and workmanlike manner as requested and determined by the COUNTY and in strict compliance with the design and bid specifications for such PROJECT as referenced in other portions of this Contract.

The CONTRACTOR will supply to the COUNTY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

- A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the COUNTY.
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR will furnish to the COUNTY a performance bond equaling the total bid amount of the PROJECT payable to the COUNTY, which said bond shall be in form and substance as approved by the COUNTY. The CONTRACTOR shall also execute and furnish to the COUNTY a payment bond securing the CONTRACTOR'S obligation to pay for all labor, materials, or supplies for work done pursuant to this contract, which said payment bond shall be in an amount equal to fifty percent (50%) of the total contract price and shall be in form and substance as approved by the COUNTY. Said payment bond shall also provide bonded coverage to cover and to compensate for reasonable attorney fees incurred by a successful party in civil actions brought on the bond and ordered to be paid by a court of competent jurisdiction.
- D) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammond Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the COUNTY it will execute and file and take such action as is deemed by the COUNTY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed one hundred twenty (120) working days beginning after receiving Notice to Proceed from the COUNTY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Contract, at no expense to the COUNTY.
- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Chief Facilities Management Officer,
Shelby County Department of Facilities and General Services
280 McDow Road
Columbiana, Alabama 35051
(205) 670-6461
Trey@ShelbyAL.com

(2) ENGINEER: Will Haley, PE
Garver
5125A Research Drive NW
Huntsville, AL 35805
(205) 544-1477
WUHaley@GarverUSA.com

(3) CONTRACTOR: _____

(f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the COUNTY. Work will be performed by the CONTRACTOR under the direct supervision of the representative of the COUNTY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the COUNTY, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the COUNTY, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the COUNTY. The decision of the COUNTY upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

(g) Attachment A - Supplemental Conditions is hereby incorporated as part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. The total amount to be paid under this section for services shall not exceed _____
(\$_____). Such payment shall, if due, be made monthly at the end of each calendar

month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to COUNTY's satisfaction. The CONTRACTOR immediately after the completion of the contract shall give notice in writing to the COUNTY. The COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of the PROJECT by advertising and publishing on the COUNTY website. The publication and advertisement shall be posted for three consecutive weeks. Final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the

CONTRACTOR under this Contract or during the construction performance, shall, at the option of the COUNTY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Contract shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR

agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this Contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the COUNTY.

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The

CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual written agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the COUNTY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the COUNTY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the

CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

Section 11. Indemnification and Liability

The COUNTY shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from CONTRACTOR's performance of this Contract, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this Contract and for the performance of all work herein provided. The CONTRACTOR shall further indemnify the COUNTY and hold the COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the COUNTY in defending any claim or lawsuit made against the COUNTY by any person, firm, or corporation arising directly or indirectly out of any work performed by the CONTRACTOR pursuant hereto or any breach or alleged breach of duty or responsibility of the CONTRACTOR related thereto. IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

SHELBY COUNTY

By: Chad Scroggins
County Manager

Date

ATTEST:

CONTRACTOR

By (print): _____

Title: _____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

- 1) Work must be coordinated with the COUNTY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated _____ is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance in form and substance as approved by COUNTY, and referenced in section C-01 of the Special Provisions. A "Certificate of Insurance" shall be furnished to COUNTY and shall specify that such insurance is not subject to cancellation without prior written notice to COUNTY of at least thirty (30) days. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to COUNTY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to COUNTY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by Shelby County and return the same to Shelby County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as Shelby County may require to confirm Contractor's enrollment in the E-Verify

Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Shelby County and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility, the work shall be scheduled after hours as necessary.

00 61 13 PERFORMANCE BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

SHELBY COUNTY COMMISSION
200 West College Street, Room 123
Columbiana, AL 35051

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*): Shelby County Airport – Runway 16/34 Pavement Maintenance

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Shelby County Airport
Runway 16/34 Pavement Maintenance

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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Shelby County Airport
Runway 16/34 Pavement Maintenance

00 61 16 PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

SHELBY COUNTY COMMISSION
200 West College Street, Room 123
Columbiana, AL 35051

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Shelby County Airport
Runway 16/34 Pavement Maintenance

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

Shelby County Airport
Runway 16/34 Pavement Maintenance

jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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00 72 00 GENERAL 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.
10-03.01	Agreement	<i>The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents. See also "Contract."</i>
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).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-09.01	Bid	<i>The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the</i>

Paragraph Number	Term	Definition
		<i>provisions of the plans and specifications. See also "Proposal."</i>
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-10.01	Bidding Documents	<i>The Bidding Requirements, the proposed Contract Documents, and all Addenda.</i>
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	<p>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.</p> <p>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. <i>See also "Agreement."</i></p>
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 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

Paragraph Number	Term	Definition
		and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	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.
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.

Paragraph Number	Term	Definition
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>
10-30.01	Hazardous Environmental Condition	<i>The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.</i>
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.
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.

Paragraph Number	Term	Definition
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 the Shelby County Commission.
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 considered as a part of the Contract, supplementary to the specifications. Plans may also be referred to as "contract drawings," or "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 Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. <i>See also "Bid."</i>
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
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.

Paragraph Number	Term	Definition
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.
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.
10-54.01	Site	<i>Has the meaning set forth in Section 4.01 of the Instructions to Bidders.</i>
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.

Paragraph Number	Term	Definition
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.
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.
10-63.01	Technical Data	<i>Those items expressly identified as Technical Data in the Special Provisions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site.</i>
10-63.02	Underground Facilities	<i>All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products,</i>

Paragraph Number	Term	Definition
		<i>telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.</i>
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	<i>Owner defined terms have been incorporated in alphabetical order above and are shown in italics.</i>

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). *See Section 00 11 00*

20-02 Qualification of bidders. *See Instructions to Bidders, Article 3.*

20-03 Contents of proposal forms. The Owner's *bidding documents* state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. *See Instructions to Bidders, Article 13.*

20-08 Responsive and responsible bidder. *See Instructions to Bidders, Article 3.*

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

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

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

20-10 Bid guarantee. *See Instructions to Bidders, Article 8.*

20-11 Delivery of proposal. *See Instructions to Bidders, Article 15.*

20-12 Withdrawal or revision of proposals. *See Instructions to Bidders, Article 16.*

20-13 Public opening of proposals. *See Instructions to Bidders, Article 17.*

20-14 Disqualification of bidders. *See Instructions to Bidders, Article 19.*

20-15 Discrepancies and Omissions. *See Instructions to Bidders, Article 5.*

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. *See Instructions to Bidders, Article 19.*

30-02 Award of contract. *See Instructions to Bidders, Article 19.*

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. *See Instructions to Bidders, Article 18.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. *See Instructions to Bidders, Article 21.*

30-07 Approval of contract. *See Instructions to Bidders, Article 21.*

30-08 Failure to execute contract. *See Instructions to Bidders, Article 8.*

END OF SECTION 30

SECTION 40 SCOPE OF WORK

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

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

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

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

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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. See Special Provisions (Section 00 73 00)

50-05 Cooperation of Contractor. The Contractor shall be supplied with up to three 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): AutoCAD Civil 3D Format.

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.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

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. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

Owner	Contact	Phone Number
None Noted		

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

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

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) GC-001, GC-002, & GC-100 of the project plans.

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.

Detailed phasing information is provided in the Construction Safety and Phasing Plan.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

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

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

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

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

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

Owner	Contact	Phone Number
Alabama Power	Amanda Young	205-814-2070

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.

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

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See *Special Provisions*.

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 25 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.

If requested, 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 10 days of the NTP date. The Contractor shall notify the RPR at least 1 week 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 *and in advance of the preconstruction meeting*. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

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 *daily*. ~~as follows:~~

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 (*bid form*) and contract (*agreement*) 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.

Details of liquidated damages are included in the Contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	\$1,500/calendar day	7 calendar days

Construction time shall be as included in the Contract (Agreement). Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of 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 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.
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 or ton. 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

Term	Description
	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 or hundredweight.
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 beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials 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 weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p>

Term	Description
	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.
Rental Equipment	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> .
Pay Quantities	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.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

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

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

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

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

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 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 Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

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

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other

sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 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

00 73 00 SPECIAL PROVISIONS

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 CIVIL RIGHTS - GENERAL

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, religion, 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.

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

A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (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 Department of Transportation regulations at 49 CFR parts 37 and 38;

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations 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 U.S.C. 1681 *et seq*).

A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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SECTION B – STATE TERMS AND CONDITIONS

B-01 GENERAL

The intent of these specifications is to outline the requirements set forth by the **SHELBY COUNTY COMMISSION** and the State of Alabama; however, this section does not claim to include all State laws. All requirements set for by the State of Alabama for bidding and bonding shall be included by reference herein. If for any reason the State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

B-02 ALABAMA IMMIGRATION ACT

**INSTRUCTIONS FOR COMPLIANCE WITH
THE ALABAMA IMMIGRATION ACT**

The **SHELBY COUNTY COMMISSION** ("the Owner") is an Alabama public corporation and a political subdivision of the State of Alabama. Certain requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified in Sections 31-13-1 through 31-13-30, *Code of Alabama*, 1975 (herein referred to as "the Alabama Immigration Act") and as amended, apply to the Airport and will, as a condition of being awarded a contract by the Owner, require those entering into contracts with the Owner ("Contractor") to enroll in the e-Verify program and to provide documentation of enrollment in the e-Verify program with their contracts or agreements.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. (*Alabama Immigration Law – Act No. 2012-491, page 28, lines 5-12*)

Contractor will be required to maintain records documenting compliance with these requirements. The records shall be available for inspection upon request. Failure to comply with these requirements will constitute breach of contract and may result in termination of the contract and possible suspension of Contractor's business license.

B-03 ALABAMA GENERAL CONTRACTOR LICENSING LAW

ALABAMA GENERAL CONTRACTOR LICENSING LAW
(Alabama Code Section 34-8-1, et seq.)

Section 34-8-1

"General contractor" defined; "Subcontractor" defined.

(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

(b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and

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held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter.

(c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.

(Acts 1935, No. 297, p. 721, §1; Code 1940, T. 46, §65; Acts 1959, No. 571, p. 1429, §1; Acts 1989, No. 89-648, p. 1278, §1; Acts 1996, No. 96-640, p. 1013, §1; Acts 1997, No. 97-270, p. 486, §1; Act 2003-142, p. 441, §3; Act 2009-725, p. 2168, §1.)

Section 34-8-2

Licensure and classification of contractors.

(a) Any person desiring to be licensed or desiring a renewal of an existing license as a general contractor in this state shall be a citizen of the United States or, if not a citizen of the United States, a person who is legally present in the United States with appropriate documentation from the federal government, and shall make and file with the board, not less than 30 days prior to any regular meeting thereof, a written application on a form as prescribed for examination by the board and the application shall be accompanied by three hundred dollars (\$300) for a new application or two hundred dollars (\$200) in case of a renewal. If a licensee fails to renew his or her license within 90 days following expiration of the previous license, a late penalty of fifty dollars (\$50) shall be collected, upon renewal, in addition to the renewal fee. The applicant shall apply for a license covering the type or types of contracts on which he or she wishes to perform, and shall provide proof of liability insurance. The board shall classify contractors according to the type or types of contracts on which they may perform, within maximum bid limits, on the following basis: The applicant's request, his or her last annual financial statement prepared by a certified public accountant (C.P.A.) or by any independent licensed public accountant approved by the Licensing Board for General Contractors, his or her previous experience, equipment, and the facts in each case. An applicant shall not be so classified as to permit him or her to bid on or to perform a type of work not included in his or her request for a license. If the application is satisfactory to the board, then the applicant may be required to take an examination to determine his or her qualifications. If the result of the examination of the applicant is satisfactory to the board, the board shall then issue to the applicant a certificate to engage in general contracting in the State of Alabama, stipulating in each license issued the type or types of work the contractor is permitted to bid on or to perform under his or her license and also setting out a letter symbol indicating the maximum limits on which he or she is permitted to bid or to perform in a single contract. The maximum bid limits shall be set by the formula of not more than 10 times either the net worth or working capital, whichever is the lesser amount, as shown by the applicant's latest financial statement and designated in the classification set out herein that is the closest to this amount. Should the financial statement of the applicant fail to substantiate the limits requested, further consideration may be given to either of the following: (1) the present market value in lieu of book value of listed assets when properly supported with substantiating evidence, including a combined statement of the applicant that includes other wholly owned or substantially owned interests, or (2) the applicant may furnish a bond acceptable to the board equal in the amount of the applicant's negative working capital or net worth plus the amount of such net worth and working capital to satisfy the requested bid limit. When an applicant's statement qualifies for an amount in excess of classification "E", the limits shall then be set as classification Unlimited or "U". The following letter symbols indicate the maximum amount bid limits allowed a licensee on any one single contract undertaking:

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A - Not to exceed	\$100,000.00
B - Not to exceed	\$250,000.00
C - Not to exceed	\$500,000.00
D - Not to exceed	\$1,000,000.00
E - Not to exceed	\$3,000,000.00
U - Unlimited	

(b) Any person failing to pass the examination may be reexamined at any regular or called meeting of the board. The certificate of authority to engage in the business of general contracting in the State of Alabama shall expire 12 months following its issuance or renewal and shall become invalid on that date unless renewed. The board may provide for a transitional period following May 19, 1999, during which licenses may be renewed for less than 12 months, or more than 12 months, in order to implement a staggered license renewal schedule in which licenses would be renewed each month throughout the year. Once the transitional period is completed, each license shall be renewed for a 12-month period. The board may promulgate rules and regulations relating to the procedures for renewal of licenses. Upon the renewal of a license, the board shall reclassify or confirm the license both as to the types of work and bid limits as specified in this section. A licensee may apply for and, on proof satisfactory to the board, may receive an increase in the amount of his or her bid limit, change his or her classification, or verify his or her license with a reciprocating state for fees not greater than seventy-five dollars (\$75) as set by the board. Application for renewal of a license, together with the payment of a fee of two hundred dollars (\$200), received by the board at least 30 days prior to expiration, shall serve to extend the current license until the board either renews the license or denies the application. A licensee may apply for inactive status by notifying the board in writing at least 30 days before the expiration of his or her license. The fee for inactive status is two hundred dollars (\$200). The board shall provide by rule for the activities that may be engaged in by an inactive status licensee and for a procedure for reinstatement as an active license holder. At the discretion of the board, a limited license may be issued for a particular project.

(c) The sum or fee of three hundred dollars (\$300) accompanying original applications and sum or fee of two hundred dollars (\$200) accompanying applications for renewals under this section are for the administration and enforcement of this chapter and shall not be refunded to the applicant.

(Acts 1935, No. 297, p. 721, §9; Code 1940, T. 46, §73; Acts 1959, No. 571, p. 1429, §1; Acts 1961, Ex. Sess., No. 150, p. 2093, §1; Acts 1975, No. 485, p. 1115, §1; Acts 1982, No. 82-400, p. 603, §4; Acts 1986, No. 86-557, p. 1133, §3; Acts 1991, No. 91-197, p. 361, §3; Acts 1996, No. 96-640, p. 1013, §1; Act 99-199, p. 251, §3; Act 2008-134, p. 199, §3; Act 2009-725, p. 2168, §1; Act 2011-165, p. 308, §3.)

Section 34-8-3
Method of examination.

When the board conducts an examination of an applicant for a license, as much as three days may be devoted to written or oral examination, within the discretion of the board, to ascertain the ability of the applicant to make a practical application of his or her knowledge of the profession of general contracting; and the board shall investigate thoroughly the financial responsibility and past record of all applicants, which will include an effort towards ascertaining the qualifications of an applicant in reading plans and specifications, estimating costs, construction ethics, and other similar matters. The board shall take all applicants under consideration after having examined them and go thoroughly into the records, oral, and written examinations prior to granting any certificate of license. If an applicant is an individual, examination

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may be taken by his or her personal appearance for examination, or by the appearance for examination of one or more of his or her responsible managing employees, and if a copartnership or corporation, or any other combination or organization, by the examination of one or more of the responsible managing officers or members of the executive staff of the applicant's firm according to its own designation.

(Acts 1935, No. 297, p. 721, §9 1/2; Code 1940, T. 46, §74; Acts 1959, No. 571, p. 1429, §1.)

Section 34-8-4
Fines; revocation of licenses.

(a) The board may levy and collect an administrative fine of not less than five hundred dollars (\$500) nor more than five thousand dollars (\$5,000) for any violation of any provision of this chapter or the rules and regulations of the board.

(b) The board may also revoke the certificate of license of any general contractor licensed hereunder who is found guilty of any fraud or deceit in obtaining a license or gross negligence, incompetence or misconduct in the conduct of business. Any person may prefer charges of the fraud, deceit, negligence, or misconduct against any general contractor licensed hereunder. The charges shall be in writing and sworn to by the complainant and submitted to the board. The charges, unless dismissed without hearing by the board as unfounded or trivial, shall be heard and determined by the board within 90 days after the date on which they were preferred. The hearing shall be held at the office of the State Licensing Board for General Contractors in Montgomery, Alabama. A copy of the charges, together with the notice of the time and place of hearing, shall be legally served on the accused by the secretary of the board, any sheriff in the state or by registered or certified mail, at least 10 days before the fixed date for the hearing. In the event that the service cannot be effected 10 days before the hearing, then the date of hearing and determination shall be postponed as may be necessary to permit the carrying out of the aforementioned condition. At the hearing the accused shall have the right to appear personally and by counsel and to cross-examine witnesses against him, her, or them and to produce evidence of witnesses in his, her, or their defense. If, after the hearing, the board votes in favor of finding the accused guilty, the board shall revoke the license of the accused. The board may reissue a license to any person, firm, or corporation whose license has been revoked. The board shall immediately notify the Secretary of State and the clerk of each incorporated city, town, or county in the state of its findings in the case of the revocation or of the reissuance of a revoked license. A certificate of license to replace any certificate lost, destroyed, or mutilated may be issued subject to the rules and regulations of the board.

(Acts 1935, No. 297, p. 721, §10; Code 1940, T. 46, §75; Acts 1959, No. 571, p. 1429, §1; Acts 1982, No. 82-400, p. 603, §4; Acts 1991, No. 91-197, p. 361, §3; Acts 1996, No. 96-640, p. 1013, §1; Act 99-199, p. 251, §3.)

Section 34-8-5
Effect of issuance of certificate of license.

The issuance of a certificate by the board shall be evidence that the person, firm, or corporation named therein is entitled to all the rights and privileges of a licensed general contractor to perform work of the types and amounts specified in the license issued to him, her, or it while the license remains unrevoked or unexpired.

(Acts 1935, No. 297, p. 721, §11; Code 1940, T. 46, §76; Acts 1959, No. 571, p. 1429, §1.)

Section 34-8-6

Prohibited acts; penalties; cease and desist orders.

(a) Any person, firm, or corporation not being duly authorized who shall engage in the business of general contracting in this state, except as provided for in this chapter, and any person, firm, or corporation presenting or attempting to file as its own the license certificate of another, or who shall give false or forged evidence of any kind to the board, or to any member thereof, in obtaining a certificate of license, or who falsely shall impersonate another, or who shall use an expired or revoked certificate of license shall be deemed guilty of a Class A misdemeanor and for each offense for which he or she is convicted shall be punished as provided by law. Furthermore, any person including an owner, architect, engineer, construction manager, or private awarding authority who considers a bid from anyone not properly licensed under this chapter shall be deemed guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished as provided by law.

(b) Every person, firm, or corporation licensed pursuant to this chapter shall include his or her license number in all construction contracts, subcontracts, bids, and proposals. Any person, firm, or corporation violating this provision shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished as provided by law.

(c) In addition to or in lieu of the criminal penalties and administrative sanctions provided in this chapter, the board may issue an order to any person, firm, or corporation engaged in any activity, conduct, or practice constituting a violation of this chapter, directing the person, firm, or corporation to forthwith cease and desist from the activity, conduct, practice, or the performance of any work then being done or about to be commenced. The order shall be issued in the name of the State of Alabama under the official seal of the board. If the person, firm, or corporation to whom the board directs a cease and desist order does not cease or desist the proscribed activity, conduct, practice, or performance of work immediately, the board shall cause to issue in any court of competent jurisdiction and proper venue, a writ of injunction enjoining the person, firm, or corporation from engaging in any activity, conduct, practice, or performance of work as prohibited by this chapter. Upon showing by the board that the person, firm, or corporation has engaged or is engaged in any activity, conduct, practice, or performance of work prohibited by this chapter, the courts shall issue a temporary restraining order restraining the person, firm, or corporation from engaging in such unlawful activity, conduct, practice, or performance of work pending the hearing on a preliminary injunction, and in due course a permanent injunction shall issue after the hearing, commanding the cessation of the unlawful activity, conduct, practice, or performance of work complained of, all without the necessity of the board having to give bond. A temporary restraining order, preliminary injunction, or permanent injunction issued pursuant to this subsection shall not be subject to being released on bond. In the suit for an injunction, the board may demand of the defendant a fine of up to five thousand dollars (\$5,000) plus costs and attorney fees for each offense. A judgment for penalty, attorney fees, and costs may be rendered in the same judgment in which the injunction is made absolute. The trial of the proceeding by injunction shall be summary and by the trial judge without jury. Anyone violating this chapter who fails to cease work, after a hearing and notification from the board, shall not be eligible to apply for a contractor's license for a period not to exceed one year from the date of official notification to cease work. It shall be within the power of the board to withhold approval, for up to six months, of any application from anyone who prior to the application has been found in violation of this chapter.

(d) The submission of the contractor's current license number before considering the bid shall be sufficient evidence to relieve the owner, architect, engineer, construction manager, or awarding authority of any liability under this chapter.

(Acts 1935, No. 297, p. 721, §12; Code 1940, T. 46, §77; Acts 1959, No. 571, p. 1429, §1; Acts 1996, No. 96-640, p. 1013, §1; Act 99-199, p. 251, §3; Act 2009-725, p. 2168, §1.)

Section 34-8-7

Exemptions from chapter; subcontractor requirements.

(a) The following shall be exempted from this chapter:

(1) The practice of general contracting, as defined in Section 34-8-1, by an authorized representative or representatives of the United States Government, State of Alabama, incorporated town, city, or county in this state, which is under the supervision of a licensed architect or engineer provided any work contracted out by the representative shall comply with the provisions of this chapter for general contractor.

(2) The construction of any residence or private dwelling.

(3) A person, firm, or corporation constructing a building or other improvements on his, her, or its own property provided that any of the work contracted out complies with the definition in this chapter for general contractor. A municipal governing body or municipal regulatory body may not enact any ordinance or law restricting or altering this exemption. Any municipal ordinance or regulation that conflicts with this exemption is repealed effective June 11, 2015.

(4) The installation, repair, maintenance, or removal of facilities, equipment, or systems used in or substantially related to the generation, transmission, or distribution of electric power, natural gas, or telecommunications in an emergency by a utility regulated by the Public Service Commission, or any entity engaged in the generation, transmission, or distribution of electric power, natural gas, or telecommunications, or any of their respective general contractors or subcontractors, provided the work is performed under the supervision of a licensed architect or engineer. For purposes of this subdivision, the term emergency is defined as a situation whereby service to the consumer has been interrupted or may be interrupted if work to remedy the emergency is not performed and completed within 60 days, and such other situations that are determined to be an emergency in the discretion of the board.

(5) The repair, maintenance, replacement, reinstallation, or removal of facilities, equipment, or systems used in or substantially related to the generation, transmission, or distribution of electric power, natural gas, or telecommunications on a routine, regular, or recurring basis by a utility regulated by the Public Service Commission or any entity engaged in the generation, transmission, or distribution of electric power, natural gas, or telecommunications or any of their respective general contractors or subcontractors, provided the work is performed under the supervision of a licensed architect or engineer.

(6) Routine or regular maintenance, repair, replacement, reinstallation, or removal of equipment, specialized technological processes, or equipment facility systems as determined by the board with regard to scope, frequency, and speciality of the work to be performed.

(b) The aforementioned exemptions shall exclude a swimming pool contractor. Provided, however, a person, firm, or corporation constructing a swimming pool on his, her, or its own property shall be exempted from this chapter.

(c) A subcontractor, as defined in subsection (c) of Section 34-8-1, is subject to and shall comply with all the provisions of this chapter as specified for general contractor except as follows:

(1) A subcontractor shall pay one-half the fees as required in this chapter for general contractor.

(2) No bid limits shall be established for a subcontractor.

(3) A subcontractor shall submit with license application and renewals a statement of financial condition as prescribed by the board.

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(4) A subcontractor shall furnish three references from any combination of the following: Licensed general contractors, registered professional engineers, or registered architects, or qualified person, as declared by the board, for whom they have worked. If a subcontractor has only been employed by one company, the subcontractor shall provide the following: Three or more jobs he or she has worked on, the amounts of the contracts, the time period of the contracts, the location of the contracts, and a statement of experience.

(5) A subcontractor is not required to be licensed at the time a project is bid, but must be licensed with the board prior to beginning work on the project.

(6) A general contractor license and license number issued by the board to subcontractors shall denote subcontractor status.

(7) A subcontractor is not required to sit for any examination before being licensed.

(Acts 1935, No. 297, p. 721, §13; Code 1940, T. 46, §78; Acts 1959, No. 571, p. 1429, §1; Acts 1989, No. 89-648, p. 1278, §2; Acts 1996, No. 96-640, p. 1013, §1; Acts 1997, No. 97-270, p. 486, §1; Act 99-199, p. 251, §3; Act 2009-725, p. 2168, §1; Act 2011-165, p. 308, §3; Act 2015-480, §1.)

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, engineers, construction managers, and private awarding authorities preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of the portions of this chapter as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, engineer, construction manager, or private awarding authority who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, engineers, construction manager, or private awarding authority receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, engineer, construction manager, or private awarding authority shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721, §14; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429, §1; Acts 1996, No. 96-640, p. 1013, §1; Act 2009-725, p. 2168, §1.)

Section 34-8-9

Issuance of building permits.

Any person, firm, or corporation, upon making application to the building inspector or such other authority of any incorporated city, town, village, or county in Alabama charged with the duty of issuing building or other permits for the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure site work, grading, paving or project or any

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improvement where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall, before he or she shall be entitled to the issuance of permits, furnish satisfactory proof to the inspector or authority that he or she is duly licensed under this chapter. It shall be unlawful for the building inspector or other authority to issue or allow the issuance of the building permit unless and until the applicant has furnished evidence that he or she is either exempt from this chapter or is duly licensed under this chapter to carry out or superintend the work for which the permit has been applied. The building inspector, or other authority, violating the terms of this section shall be guilty of a Class C misdemeanor and shall for each offense of which he or she is convicted be punished in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721, §15; Code 1940, T. 46, §80; Acts 1947, No. 402, p. 293, §1; Acts 1959, No. 571, p. 1429, §1; Acts 1987, No. 87-175, p. 236, §3; Acts 1996, No. 96-640, p. 1013, §1; Acts 1997, No. 97-270, p. 486, §1.)

Section 34-8-10
Indictment or complaint.

In all prosecutions for the violation of the provisions of Section 34-8-6 for engaging in the business of general contracting without a certificate of authority, it shall be sufficient to allege in the indictment, affidavit, or complaint that "A. B. unlawfully engaged in business as a general contractor, without authority from the licensing board for contractors so to do."

(Acts 1935, No. 297, p. 721, §16; Code 1940, T. 46, §81; Acts 1959, No. 571, p. 1429, §1.)

<http://alisondb.legislature.state.al.us/alison/CodeOfAlabama/1975/Coatoc.htm> (04-07-2017)

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SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Owner's and Contractor's Protective Liability Insurance: N/A.

C-01.4 Railroad Protective Liability Insurance: N/A.

C-01.5 Contractor's Professional Liability Insurance: N/A.

C-01.6 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.7 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.8 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.9 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.10 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.11 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is

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provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.12 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:
Shelby County
280 McDow Road
Columbiana, AL 35051
ATTN: Trey Gauntt
TGAUNTT@shelbyal.com

Shelby County Airport
265 Weathervane Road
Calera, AL 35040
ATTN: Terry Franklin
TFRANKLIN@shelbyal.com

Garver:
5125-A Research Drive NW
Huntsville, AL 35805
ATTN: Jennifer Harp
JHHarp@GarverUSA.com

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C-01.13 Sample Certificate of Liability Insurance:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
(must be dated)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Name Agency Address www.stephens.com	CONTACT NAME: Agency contact
	PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No):
INSURED Named Insured on the policies	E-MAIL ADDRESS: Agency contact email address
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Carrier Name (AM Best Rating)
	INSURER B:
	INSURER C:
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	APPL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	XXXXXXXXXX			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000
	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY	X X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	✓ ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>					
	✓ UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ XXXXX	X X	XXXXXXXXXX			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	XXXXXXXXXX		✓ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			XXXXXXXXXX			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.

CERTIFICATE HOLDER Owner and Garver LLC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (must be signed by the Contractor's Insurance Agent)
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ACORD 25 (2010/05)

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C-01 UTILITIES

All work in this contract shall be in accordance with the Alabama Underground Facilities Damage Prevention Act 94-487. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-02 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-05 for more information.

C-03 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-04 EXTENSIONS OF TIME

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

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2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. These include days with a mean temperature lower than 32° F and days with more than 0.1" of precipitation. Days with more than 0.5" of precipitation are counted as two days. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	14	2
February	12	1
March	12	0
April	9	0
May	8	1
June	11	1
July	12	1
August	10	0
September	5	1
October	8	1
November	9	2
December	11	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
- a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. Weather reporting locations and procedures shall be discussed during the preconstruction meeting. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

The Contractor shall provide notice to the Engineer each week, in the form of written letter or e-mail, to document weather and site conditions and request certain days be deemed non-conductive due to weather or site conditions. At a minimum, reports shall contain average temperature, 24 hour rainfall and information source. The notice shall be received by the Engineer's representative by the close of business of each Tuesday for the previous week of contract time. Failure to provide the written documentation by the close of business each Tuesday shall result in all seven days of the previous week being deemed conducive. These notices shall serve as justification for whether or not an extension of time is granted, if merited. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-05 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-06 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-07 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-08 CONSTRUCTION WARRANTY OBSERVATION COST

The Contractor will be responsible for all costs associated with construction observation and oversight for work related to warranty repair as described in the General Provisions.

C-09 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-10 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

C-11 STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the Alabama Department of Environmental Management (ADEM) and that construction sites where soils are disturbed are required to be permitted. This regulation is mandated by Title 40 *Code of Federal Regulations* (CFR) 122.26. The contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction and/or prior to submission of the document to ADEM (if required). The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the contractor from contacting ADEM and making his own arrangements for such an exemption. The contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate measurement or payment for any facilities, materials, or equipment needed by the contractor to comply with the permit.

C-12 SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS – N/A

C-13 OWNER'S SAFETY PROGRAM

Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

C-14 PROJECT SUPERINTENDENT

Contractor shall, upon receipt of the Notice of Award, designate in writing to the Engineer for approval the name of the superintendent who will be in charge of the Contractor's operations.

C-15 SALES AND USE TAXES

The Owner is a tax exempt agency. Materials incorporated into the Work are exempt from sales and use tax, therefore Contractor shall NOT include sales and use taxes in his Bid.

It shall be the responsibility of the successful Contractor and any Subcontractor working under the same contract to apply for a Certificate of Exemption from the Alabama Department of Revenue for this specific project and to comply with all ADOR rules and regulations. The Owner shall not consider claims for additional costs resultant of the Contractor's or its subcontractors' failure to comply with such rules and regulations.

END OF SPECIAL PROVISIONS

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RELEASE OF LIEN

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

project.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

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CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

project have been fully satisfied.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: _____

Surety Company: _____

By: _____
Resident Agent, State of Alabama

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Supplemental Specifications

ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval. No separate payment shall be made for completion of the SPCD.

Contractor Safety Plan Compliance Documents

Owner Name: SHELBY COUNTY COMMISSION

Airport: Shelby County Airport

Project Description: Pavement Maintenance

Contractor: _____

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principal or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Coordination:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety and Phasing Plan.

Owner: SHELBY COUNTY COMMISSION	
Contact:	Phone:
Engineer:	
Project Manager:	Phone:
Project Engineer:	Phone:
Construction Observer:	Phone:
Contractor:	
Project Manager:	Phone:
Superintendent:	Phone:
Subcontractors:	Phone:

Yes _____ No _____

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety and Phasing Plan.

Yes _____ No _____

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety and Phasing Plan.

Yes _____ No _____

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4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 “Protection of Navigational Aids (NAVAIDS)” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 “Contractor Access” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 “Wildlife Management” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 “Foreign Object Debris (FOD) Management” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 “Hazardous Materials (HAZMAT) Management” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 “Notification of Construction Activities” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 “Inspection Requirements” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 “Underground Utilities” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 “Penalties” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 “Special Conditions” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

Shelby County Airport
Pavement Maintenance

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with Section 14 “Runway and Taxiway Visual Aids” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 “Marking and Signs for Access Routes” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 “Hazard Marking and Lighting” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

17. **Section 17 – Work Zone Lighting for Nighttime Construction:** This project shall be completed in accordance with Section 17 “Work Zone Lighting for Nighttime Construction” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

18. **Section 18 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 18 “Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

19. **Section 19 – Other Limitations on Construction:** This project shall be completed in accordance with Section 19 “Other Limitations on Construction” of the approved Construction Safety and Phasing Plan.

Yes_____No_____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

Print Name and Title of Contractor's Representative

END OF ITEM SS-101

ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications of the Alabama Department of Transportation (ALDOT) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from the ALDOT at their customary charge.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

MEASUREMENT AND PAYMENT

110-3.1 Standard Specifications will not be measured for separate payment.

END OF ITEM SS-110

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ITEM SS-120 CONSTRUCTION SAFETY, SECURITY, AND SITE MANAGEMENT

DESCRIPTION

120-1.1 This item covers safety, security, and site management for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item " Construction Safety, Security, and Site Management."

The item "Construction Safety, Security, and Site Management " shall include:

1. Lighted Barricades and Closed Taxiway and Runway Markers
2. Airport Security Requirements
3. Airport Safety Requirements
4. Contractor's Access/Haul Routes
5. Contractor's Staging Area
6. Clean-Up

CONSTRUCTION METHODS

120-2.1 Lighted barricades and closed taxiway and runway markers.

a. The Contractor shall furnish, install, maintain, and remove lighted low-profile aircraft barricades to delineate taxiway closures in accordance with details on the plans and as directed by the Engineer. The Contractor shall follow runway closure and reopening procedures as described in the construction safety and phasing plan. All lighted low-profile aircraft barricades shall be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

b. All work involved in the furnishing, installation, maintenance, and removal of lighted barricades will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety, Security, and Site Management."

120-2.2 Airport security requirements. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item " Construction Safety, Security, and Site Management."

120-2.3 Airport safety requirements. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety, Security, and Site Management."

120-2.4 Contractor's Access/Haul Routes. The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item " Construction Safety, Security, and Site Management."

120-2.5 Contractor's Staging Area. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety, Security, and Site Management."

125-2.1 Clean-Up. The Contractor shall clean up the site daily in order that the site presents a neat appearance and that the progress of work, or aircraft operations, will not be impeded. Pavement shall be swept and/or vacuumed and approved by the RPR prior to runway reopening.

A clean up shall directly precede the final inspection. Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

120-3.1 Construction safety, security, and site management will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for " Construction Safety, Security, and Site Management ", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1	Construction Safety, Security, and Site Management - per Lump Sum
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END OF ITEM SS-120

Technical Specifications

ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4.1 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization (Maximum 10% of Total Bid) – per Lump Sum

REFERENCES

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

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

ITEM P-101 SURFACE PREPARATION is hereby amended with respect to the paragraphs and sections cited below.

Add the following paragraph as noted:

101-1.2 *Limits pavement maintenance areas are estimated in the plans. Actual limits of the required work items shall be coordinated with the Engineer prior to construction.*

Add the following paragraph as noted:

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.

a. Soil Sterilants. *Soil sterilants shall contain Bromacil or Prometone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.*

b. Crack Preparation. *A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330-fps minimum and a combustion temperature at ignition of no less than 2,000 °F.*

Revise the following paragraph as noted:

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690. ~~The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used.~~ To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

Revise the following paragraph as noted:

101-3.3 Removal of Foreign Substances/contaminates prior to remarking.

High-pressure water *shall* be used. ~~If chemicals are used, they shall comply with the state's environmental protection regulations.~~ Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Revise the following paragraph as noted:

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete ~~as shown on the plans or by use of P-608 sealcoat and~~ as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

Revise the following paragraph as noted:**101-3.5 Cold milling.**

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The ~~RPR~~ Contractor shall layout the area to be milled with a straightedge in increments of 1-foot widths. *The Contractor's layout shall be approved by the RPR prior to beginning milling operations.* The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

END OF MOD P-101

ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

101-1.2 *Limits pavement maintenance areas are estimated in the plans. Actual limits of the required work items shall be coordinated with the Engineer prior to construction.*

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of [N/A – disposed off-site]. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompact and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site, it shall be broken to a maximum size of [N/A – disposed off-site] inches.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690. ~~The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used.~~ To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

a. Soil Sterilants. *Soil sterilants shall contain Bromacil or Prometone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.*

b. Crack Preparation. *A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330-fps minimum and a combustion temperature at ignition of no less than 2,000 °F.*

101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

High-pressure water *shall* be used. ~~If chemicals are used, they shall comply with the state's environmental protection regulations.~~ Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete ~~as shown on the plans or by use of P-608 sealcoat and~~ as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The ~~RPR-Contractor~~ shall layout the area to be milled with a straightedge in increments of 1-foot widths. *The Contractor's layout shall be approved by the RPR prior to beginning milling operations.* The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't

have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-605.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router or random crack saw by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing or random crack saw. Following routing or sawing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

101-3.10 Removal of Pipe and other Buried Structures.

- a. **Removal of Existing Pipe Material.** Not used.
- b. **Removal of Inlets/Manholes.** Not used.

METHOD OF MEASUREMENT

101-4.1 Joint & Crack Sealing. The unit of measurement for joint and crack sealing shall be the linear foot of joint or crack cleaned, treated with herbicide, and sealed.

101-4.2 Paint/Rubber Removal. The unit of measurement for paint/rubber removal shall be the square foot.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1	Joint & Crack Repair – per Linear Foot
Item P-101-5.2	Pain/Rubber Removal – per Square Foot

REFERENCES

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

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.
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ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
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END OF ITEM P-101

ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 5 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting, tractor-mounted routing equipment, concrete saw, water blaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of ½ inch from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch ±1/16 inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the

sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealant shall not be measured for separate payment but shall be incidental to the pay items where it is required.

BASIS OF PAYMENT

605-5.1 Joint sealant shall not be measured for separate payment but shall be incidental to the pay items where it is required.

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 D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

ITEM P-620 RUNWAY AND TAXIWAY PAINTING is hereby amended with respect to the paragraphs and sections cited below.

Revise the following paragraph as noted:

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. *Preparation and removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.*

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by ~~rotary grinding~~, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

END OF MOD P-620

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type I or II	White	37925	115 ft ² /gal	Type I, Gradation A	7 lb/gal
Waterborne Type I or II	Yellow	33538 or 33655	115 ft ² /gal	Type I, Gradation A	7 lb/gal
Waterborne Type I or II	Black	37038	115 ft ² /gal	N/A	N/A

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. *Preparation and removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.*

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by ~~rotary grinding~~, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course, seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Not used.

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of markings shall be paid for shall be measured by the number of square feet of permanent stain and algae resistant pavement marking, with or without reflective media. No additional or separate measurement shall be made for the inclusion of reflective media or the application temporary marking.

620-4.2 Retroreflectivity testing of markings shall be subsidiary to other marking pay items.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications. This also includes the surface preparation that is necessary for the cleaning or removal of existing markings and/or surface treatment materials.

620-5.2 Payment for markings shall be made at the contract price for the number of square feet of stain and algae resistant permanent markings with or without reflective media.

620-5.3 Payment for retroreflectivity testing shall not be paid for separately.

Payment will be made under:

Item P-620-5.1	Permanent Stain and Algae Resistant Pavement Marking, with Reflective Media, Yellow – per square foot
Item P-620-5.2	Permanent Stain and Algae Resistant Pavement Marking, with Reflective Media, White – per square foot
Item P-620-5.3	Permanent Stain and Algae Resistant Pavement Marking, Black – per square 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 D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24

Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325DBeads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

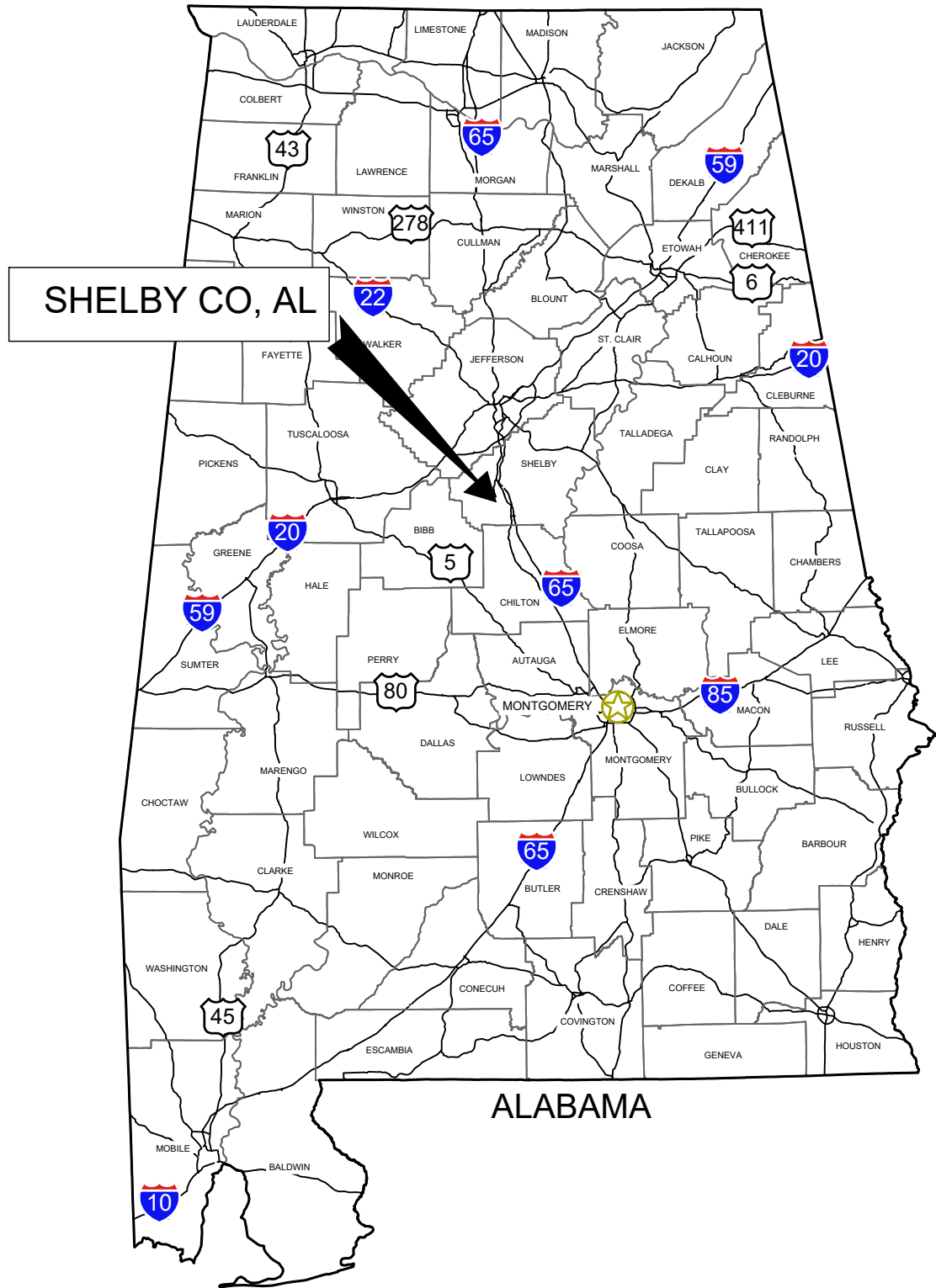
END OF ITEM P-620

RUNWAY 16/34

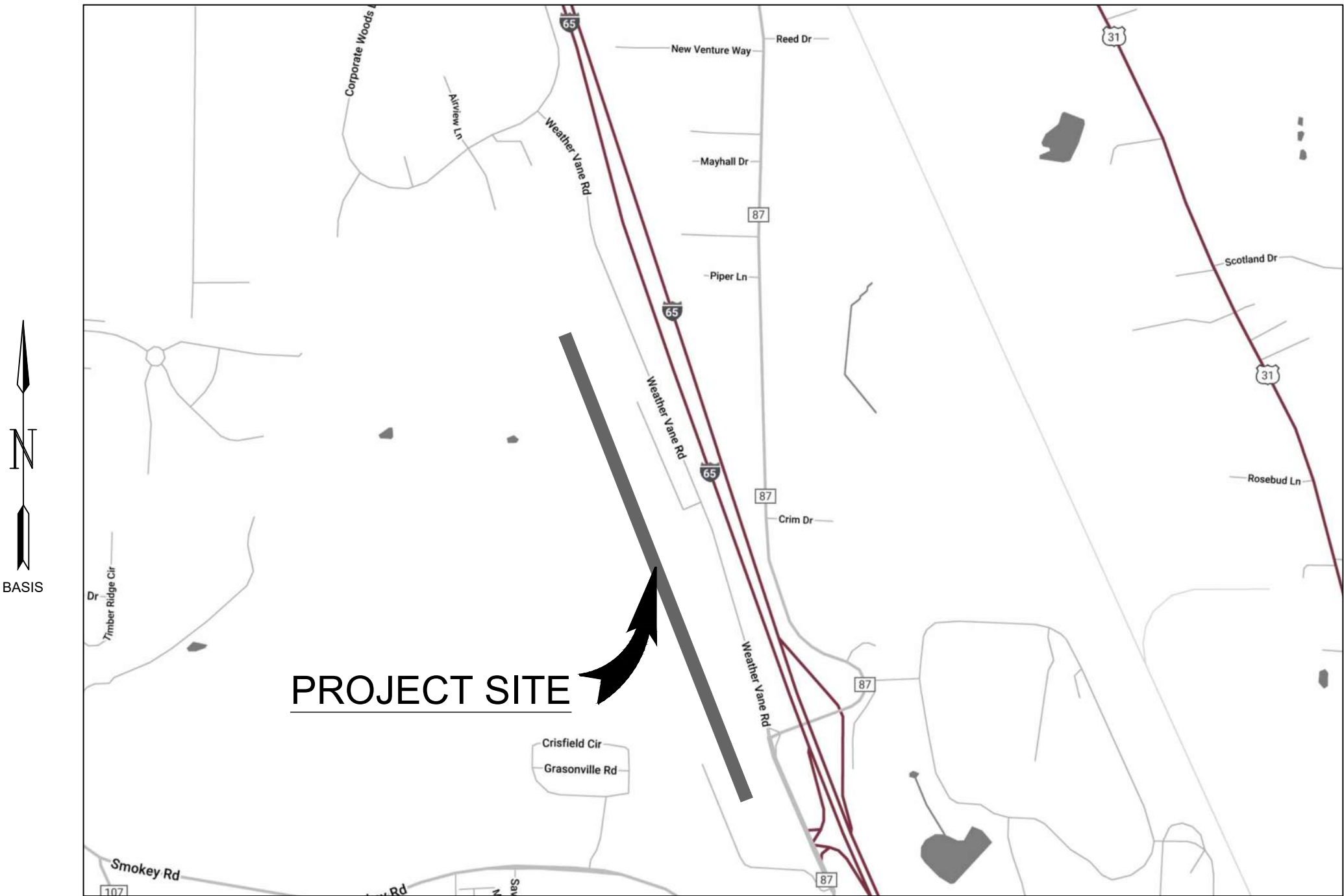
PAVEMENT MAINTENANCE

SHELBY COUNTY AIRPORT

SHELBY COUNTY, ALABAMA




LOCATION MAP




VICINITY MAP

NO SCALE

SHEET INDEX		
SHEET NO.	DRAWING NO.	TITLE
1	GI-001	COVER SHEET
2	GI-002	SUMMARY OF QUANTITIES
3	GI-100	GENERAL PLAN
4	GC-001	CONSTRUCTION SAFETY & PHASING PLAN (CSPP) - NOTES
5	GC-002	CONSTRUCTION SAFETY & PHASING PLAN (CSPP) - NOTES
6	GC-100	CONSTRUCTION SAFETY & PHASING PLAN (CSPP) - PHASE 1
7-14	CD-101 - CD-108	DEMOLITION PLANS
15-16	CM-001 - CM-002	MARKING DETAILS
17-24	CM-101 - CM-108	MARKING PLANS



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Digitally Signed 02/28/2024

BY	DESCRIPTION	DATE	REV.

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

COVER SHEET

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
GI-001

SHEET NUMBER
1



5125A Research Drive NW
Huntsville, AL 35805
(256) 534-5512

BASE BID					
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AS-BUILT QUANTITY
1	SS-120-3.1	CONSTRUCTION SAFETY, SECURITY, AND SITE MANAGEMENT	LS	1	
2	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	LS	1	
3	P-101-5.1	JOINT & CRACK REPAIR	LF	20,734	
4	P-101-5.2	PAINT/RUBBER REMOVAL	SF	11,120	
5	P-620-5.1	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, WITH REFLECTIVE MEDA, YELLOW	SF	2,090	
6	P-620-5.2	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, WITH REFLECTIVE MEDIA, WHITE	SF	25,756	
7	P-620-5.3	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, BLACK	SF	14,134	

ADDITIVE ALTERNATE 1					
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AS-BUILT QUANTITY
1	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	LS	1	
2	P-101-5.2	PAINT/RUBBER REMOVAL	SF	600	
3	P-620-5.1	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, WITH REFLECTIVE MEDA, YELLOW	SF	2,794	
4	P-620-5.3	PERMANENT STAIN AND ALGAE RESISTANT PAVEMENT MARKING, BLACK	SF	5,588	



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Alabama
LICENSED
No. 33010
PROFESSIONAL
ENGINEER
William U. Haley

Digitally Signed 02/28/2024

BY				
DESCRIPTION				
DATE				
REV.				

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

SUMMARY OF QUANTITIES

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
GI-002

SHEET NUMBER
2



LEGEND

BASE BID WORK LIMITS

ADD. ALT. 1 WORK LIMITS

NOTES:

1. NO SURVEY WAS CONDUCTED FOR THIS PROJECT. PLAN DISPLAYED LOCATIONS AND SATELLITE IMAGES WERE DETERMINED USING EXISTING RECORD DRAWINGS. CONTRACTOR SHALL FIELD VERIFY PLAN INFORMATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.

PROJECT SCOPE

BASE BID:

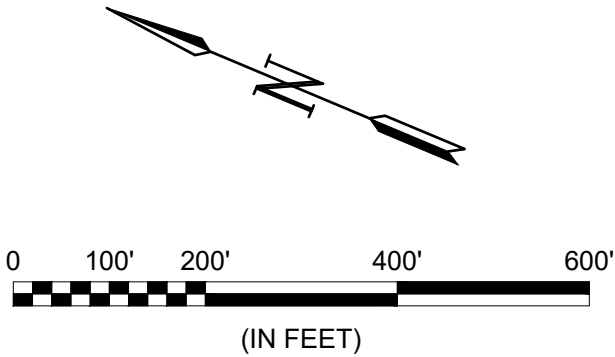
-

PAINT AND RUBBER REMOVAL, CRACK CLEANING, CRACK STERILIZING, CRACK FILLING, AND PAVEMENT MARKINGS.

ADDITIVE ALTERNATE 1:

-

PAINT REMOVAL AND PAVEMENT MARKINGS.



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BY				
DESCRIPTION				
DATE				
REV.				

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

GENERAL PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
GI-100

SHEET
NUMBER **3**

CSPP NOTES 1 OF 2

1. COORDINATION
- A. CONTRACTOR PROGRESS MEETINGS - THE OWNER, ENGINEER AND CONTRACTOR WILL HOLD PROGRESS MEETINGS ON A COORDINATED SCHEDULE DURING CONSTRUCTION. OPERATIONAL SAFETY WILL BE A STANDING AGENDA ITEM IN SUCH MEETINGS.

B. SCOPE OR SCHEDULE CHANGES - THE OWNER AND/OR ENGINEER WILL CALL SUCH COORDINATION CONFERENCES AS MAY SEEM EXPEDIENT TO HIM/HER FOR THE PURPOSE OF ASSURING COORDINATION OF THE WORK COVERED BY THIS CONTRACT AND/OR SCOPE OR SCHEDULE CHANGES. THE CONTRACTOR SHALL ATTEND ALL SUCH CONFERENCES.
2. PHASING
- DURING PERFORMANCE OF THIS PROJECT, THE AIRFIELD SHALL BE CLOSED DURING THE HOURS OF 8 AM TO 3 PM FOR CONSTRUCTION ACTIVITIES. HOURS RESERVED FOR CONSTRUCTION ACTIVITIES SHALL BE FINALIZED DURING THE PRE-CONSTRUCTION MEETING, AND SHALL INCLUDE ADEQUATE TIME FOR THE REOPENING PROCESS. THE PROJECT SHALL BE COMPLETED IN ONE PHASE.

A. CONSTRUCTION SAFETY DRAWINGS - SEE SHEET GC-001 THROUGH GC-100 FOR CONSTRUCTION SAFETY DRAWINGS.
3. AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY
- A. IDENTIFICATION OF AFFECTED AREAS - SEE CONSTRUCTION SAFETY DRAWINGS FOR AIRFIELD AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION.

B. MITIGATION EFFORTS - SEE CONSTRUCTION SAFETY DRAWINGS FOR MITIGATION EFFORTS OF OPERATIONS AFFECTED BY CONSTRUCTION.
4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)
- PLANNED CONSTRUCTION ACTIVITIES WILL HAVE NO NEGATIVE IMPACTS ON THE FUNCTIONALITY AND SERVICEABILITY OF THE NAVAIDS.
5. CONTRACTOR ACCESS
- A. LOCATION OF STOCKPILED MATERIALS - THE CONTRACTOR MAY INSTALL A TEMPORARY FENCE AROUND HIS CONSTRUCTION STAGING AREA TO SEPARATE HIS BATCH PLANT, MATERIAL STOCKPILE, EQUIPMENT STORAGE, AND PARKING AREAS FROM THE PUBLIC. NO PERSONAL VEHICLES OF CONTRACTOR'S EMPLOYEES WILL BE ALLOWED INSIDE THE SECURED AREA OF THE AIRPORT. ALL MATERIAL DELIVERIES SHALL BE RECEIVED IN THE STAGING AREA RESERVED BY THE CONTRACTOR. NO DELIVERY TRUCKS WILL BE ALLOWED ACCESS TO A SECURED AREA OF THE AIRPORT BEYOND THIS STAGING AREA. STOCKPILED MATERIALS AND EQUIPMENT ARE NOT PERMITTED WITHIN THE ACTIVE RUNWAY SAFETY AREA AND OBSTACLE FREE ZONE. THE CONTRACTOR SHALL RECEIVE APPROVAL FROM THE ENGINEER AND FAA AIR SPACING OFFICE PRIOR TO LOCATING STOCKPILES OR EQUIPMENT WITHIN THE OBJECT FREE AREA, SAFETY AREA, OR OBSTACLE FREE ZONE. NO STOCKPILE SHALL BE GREATER THAN 15-FT IN HEIGHT.

B. VEHICLE AND PEDESTRIAN OPERATIONS - SEE THE CONSTRUCTION SAFETY DRAWINGS FOR CONSTRUCTION SITE PARKING, EQUIPMENT STORAGE AREAS, AND ACCESS AND HAUL ROUTES. VEHICULAR TRAFFIC SHALL ALWAYS YIELD TO AIRCRAFT TRAFFIC.

WHEN ANY VEHICLE, OTHER THAN ONE THAT HAS PRIOR APPROVAL FROM THE AIRPORT OPERATOR, MUST TRAVEL OVER ANY PORTION OF AN AIRCRAFT MOVEMENT AREA, IT WILL BE ESCORTED AND PROPERLY IDENTIFIED. TO OPERATE IN THOSE AREAS DURING DAYLIGHT HOURS, THE VEHICLE MUST HAVE A FLAG OR BEACON ATTACHED TO IT. ANY VEHICLE OPERATING ON THE MOVEMENT AREAS DURING HOURS OF DARKNESS OR REDUCED VISIBILITY MUST BE EQUIPPED WITH A FLASHING DOME-TYPE LIGHT, THE COLOR OF WHICH IS IN ACCORDANCE WITH LOCAL OR STATE CODES.

ALL CONSTRUCTION VEHICLES SHALL BE CLEARLY IDENTIFIED FOR CONTROL PURPOSES BY PROMINENTLY DISPLAYING THE COMPANY NAME ON EACH SIDE OF THE VEHICLE. THE IDENTIFICATION SYMBOLS SHOULD BE A MINIMUM 8-INCH BLOCK-TYPE CHARACTERS OF A CONTRASTING COLOR AND EASY TO READ. THEY MAY BE APPLIED EITHER BY USING TAPE OR A WATER-SOLUABLE PAINT TO FACILITATE REMOVAL. MAGNETIC SIGNS ARE ALSO ACCEPTABLE.

ANY FINE, INCLUDING ANY AND ALL ASSOCIATED COSTS, ASSESSED THE AIRPORT FOR FAILURE TO MAINTAIN SECURITY OF THE AIRPORT WHICH ARE A RESULT OF THE NEGLIGENCE OF THE PRIME CONTRACTOR, ANY OF HIS SUBCONTRACTORS, OR ANY SUPPLY/DELIVERY PERSONNEL, WILL BE ASSESSED TO THE PRIME CONTRACTOR AND SHALL BE DEDUCTED FROM ANY MONIES DUE HIM.

VEHICULAR TRAFFIC LOCATED IN OR CROSSING AN ACTIVE MOVEMENT AREA MUST HAVE A WORKING TWO-WAY RADIO IN CONTACT WITH AIRCRAFT OR BE ESCORTED BY A PERSON IN RADIO CONTACT WITH AIRCRAFT. THE DRIVER, THROUGH PERSONAL OBSERVATION, SHOULD CONFIRM THAT NO AIRCRAFT IS APPROACHING THE VEHICLE POSITION. CONSTRUCTION PERSONNEL MAY OPERATE IN A MOVEMENT AREA WITHOUT TWO-WAY RADIO COMMUNICATION PROVIDED A NOTAM IS ISSUED CLOSING THE AREA AND THE AREA IS PROPERLY MARKED TO PREVENT INCURSIONS. CONTINUOUS 2-WAY RADIO (UNICOM FREQUENCY) MONITORING IS REQUIRED ONLY WHEN EQUIPMENT MOVEMENT IS NECESSARY IN CERTAIN AREAS.

C. CONTROL OF GATES - THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SECURITY OF THE ACCESS GATES BY KEEPING THE ACCESS GATE LOCKED OR GUARDED AT ALL TIMES.
6. WILDLIFE MANAGEMENT
- IF APPLICABLE, THE CONTRACTOR SHALL REVIEW AND ADHERE TO THE CONTENTS OF THE AIRPORT OPERATOR'S WILDLIFE HAZARD MANAGEMENT PLAN. THE CONTRACTOR SHALL ALSO REVIEW AC 150/5200-33, HAZARDOUS WILDLIFE ATTRACTANTS ON OR NEAR AIRPORTS, AND CERTALERT 98-05, GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE (www.faa.gov). THE CONTRACTOR SHALL CAREFULLY CONTROL AND CONTINUOUSLY REMOVE WASTE OR LOOSE MATERIALS THAT MIGHT ATTRACT WILDLIFE. CONTRACTOR PERSONNEL MUST BE AWARE OF AND AVOID CONSTRUCTION ACTIVITIES THAT CAN CREATE WILDLIFE HAZARDS ON AIRPORTS. THE CONTRACTOR SHALL MITIGATE THE FOLLOWING ITEMS.

A. TRASH - THE CONTRACTOR SHALL PERFORM TRASH CLEAN-UP ON A DAILY BASIS.

B. STANDING WATER - THE CONTRACTOR SHALL PROVIDE TEMPORARY DRAINAGE DURING CONSTRUCTION TO AVOID STANDING WATER.

C. POORLY MAINTAINED FENCING AND GATES - THE CONTRACTOR SHALL IMMEDIATELY REPORT ANY DAMAGE TO GATES OR FENCES. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO ANY GATES OR FENCES CAUSED BY NEGLIGENCE BY THE CONTRACTOR.

D. DISRUPTION OF EXISTING WILDLIFE HABITAT - THE CONTRACTOR SHALL NOTIFY THE AIRPORT IMMEDIATELY OF ANY WILDLIFE SIGHTINGS.
7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT
- THE CONTRACTOR SHALL ENSURE THAT THE PAVEMENT SURFACES ARE KEPT CLEAN FROM DIRT, MUD, AND OTHER DEBRIS FROM THE CONTRACTOR'S EQUIPMENT. FREQUENT CLEAN UP IN THE VICINITY OF CONTRACTOR'S WORK AREAS IS REQUIRED. SEE AC 150/5210-24, FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT (www.faa.gov) FOR FURTHER INSTRUCTION.
8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT
- IF ANY CONSTRUCTION VEHICLE OR EQUIPMENT IS OPERATED WITHIN AIRPORT PROPERTY, THE CONTRACTOR MUST BE ADEQUATELY PREPARED TO EXPEDITIOUSLY CONTAIN AND CLEAN-UP SPILLS RESULTING FROM FUEL OR HYDRAULIC FLUID LEAKS. SPECIAL CARE MUST ALSO BE TAKEN WHEN HANDLING OR TRANSPORTING HAZARDOUS MATERIALS ON AIRPORT PROPERTY. SEE AC 150/5320-15, MANAGEMENT OF AIRPORT INDUSTRIAL WASTE (www.faa.gov), FOR FURTHER INSTRUCTION.
9. NOTIFICATION OF CONSTRUCTION ACTIVITIES
- A. LIST OF RESPONSIBLE REPRESENTATIVES - A POINT OF CONTACT LIST WILL BE COMPLETED AS PART OF THE SAFETY PLAN COMPLIANCE DOCUMENT

- (SPCD) AND WILL BE DELIVERED TO ALL PARTIES PRIOR TO CONSTRUCTION.
- B. NOTICES TO AIR MISSIONS (NOTAM) - BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE AIRPORT OPERATOR, GIVE NOTICE USING THE NOTAM SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST, THROUGH THE AIRPORT OPERATOR, VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM.

C. EMERGENCY NOTIFICATION PROCEDURES - IN THE EVENT OF AN EMERGENCY, THE CONTRACTOR SHALL CALL 911, THEN NOTIFY THE ENGINEER AND AIRPORT MANAGER.

D. COORDINATION WITH EMERGENCY RESPONSE PERSONNEL - ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT'S EMERGENCY RESPONSE PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.

E. NOTIFICATION TO THE FAA - THE CONTRACTOR SHALL ENSURE, THROUGH THE ENGINEER, THAT ALL CONSTRUCTION EQUIPMENT OVER 15 FT IN HEIGHT IS AIR SPACED THROUGH THE APPROPRIATE FAA REGIONAL OR DISTRICT OFFICE PRIOR TO USING SUCH EQUIPMENT ON SITE.

F. SHUTDOWN OF ANY NAVAID (AIRPORT OR FAA OWNED) SHALL BE COORDINATED WITH THE FAA ATO 45 DAYS PRIOR TO THE PROPOSED SHUTDOWN.THE CONTRACTOR SHALL PROVIDE AN ADDITIONAL SEVEN DAYS ADVANCE NOTICE TO THE AIRPORT TO COORDINATE WITH THE FAA ATO TECH OPS OFFICE RESPONSIBLE FOR THE FAA FACILITIES. SHUTDOWN OF AN AIRPORT OWNED AND FAA MAINTAINED NAVAID OF 24 HOURS OR GREATER, OR MORE THAN 4 HOURS DAILY ON CONSECUTIVE DAYS, SHALL BE COORDINATED WITH THE FAA ATO A MINIMUM OF 45 DAYS PRIOR TO THE SHUTDOWN.

10. INSPECTION REQUIREMENTS

- A. DAILY INSPECTIONS - THE CONTRACTOR SHALL PERFORM DAILY SAFETY INSPECTIONS TO VERIFY ALL CONSTRUCTION OPERATIONS ARE IN CONFORMANCE WITH THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).

B. INTERIM INSPECTIONS - PRIOR TO OPENING ANY PORTION OF THE AIRPORT TO TRAFFIC, THE CONTRACTOR, ENGINEER, AND AIRPORT OPERATOR SHALL PERFORM A SAFETY INSPECTION OF THE AREA TO BE OPENED TO TRAFFIC TO VERIFY CONFORMANCE WITH THE CSPP AND FAA STANDARDS.

C. FINAL INSPECTIONS - PRIOR TO OPENING ANY PORTION OF THE AIRPORT TO TRAFFIC, THE CONTRACTOR, ENGINEER, AND AIRPORT OPERATOR SHALL PERFORM A SAFETY INSPECTION OF THE AREA TO BE OPENED TO TRAFFIC TO VERIFY CONFORMANCE WITH THE CSPP AND FAA STANDARDS.

11. UNDERGROUND UTILITIES

UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS. HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.

ALABAMA STATE LAW, THE UNDERGROUND DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS ADVANCE NOTIFICATION THROUGH THE ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF AN EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-292-8525. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THIS CALL. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE ALABAMA ONE-CALL SYSTEM; THEREFORE, THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE-CALL SYSTEM.

12. PENALTIES

FAILURE OF THE CONTRACTOR (INCLUDING EMPLOYEES) OR ANY OF HIS SUBCONTRACTORS (INCLUDING EMPLOYEES) TO COMPLY WITH AIRPORT INSTRUCTIONS, THE AIRPORT SAFETY PLAN, OR ANY OF THE OTHER REQUIREMENTS OF THE AIRPORT WHILE OPERATING ON AIRPORT PROPERTY, SHALL BE SUBJECT TO THE FOLLOWING:

- A. FIRST OFFENSE - THE VEHICLE OPERATOR WILL RECEIVE A LOSS OF DRIVING PRIVILEGES ON THE AIRPORT. IN ADDITION, ANY FINES OR PENALTIES IMPOSED ON THE AIRPORT AS A RESULT OF THE INCIDENT WILL BE ASSESSED TO THE CONTRACTOR.

B. SECOND OFFENSE - WORK MAY BE SUSPENDED. THE CONTRACTOR (INCLUDING EMPLOYEES) AND ANY OF HIS SUBCONTRACTORS (INCLUDING EMPLOYEES) WHO WILL OPERATE GROUND VEHICLES ON THE AIRPORT SHALL SUCCESSFULLY COMPLETE FORMALIZED AIRPORT SAFETY TRAINING, TO BE CONDUCTED BY AIRPORT STAFF. WHEN THE CONTRACTOR'S EMPLOYEES HAVE COMPLETED AIRPORT SAFETY TRAINING TO THE SATISFACTION OF THE OWNER, WORK MAY CONTINUE AT THE DISCRETION OF THE OWNER.

13. SPECIAL CONDITIONS

N/A

14. RUNWAY AND TAXIWAY VISUAL AIDS

- A. GENERAL - ALL AIRPORT MARKINGS, LIGHTING, SIGNS, AND VISUAL NAVAIDS THAT ARE IN OPERATION MUST BE CLEAR FROM ALL OBSTRUCTIONS. ALL TEMPORARY MARKINGS, SIGNS, LIGHTS, OR OTHER VISUAL AIDS MUST BE SECURED IN PLACE TO PREVENT DAMAGE OR DISPLACEMENT BY PROP WASH, JET BLAST, WING VORTICES, OR OTHER WIND CURRENTS.

B. MARKINGS - ALL TEMPORARY OR PERMANENT RUNWAY AND TAXIWAY VISUAL AIDS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT EDITION OF FAA AC 150/5340-1 (WWW.FAA.GOV). MARKINGS FOR THIS PROJECT INCLUDE THE FOLLOWING:

• TEMPORARILY CLOSED RUNWAYS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING RUNWAY CLOSURE MARKERS ON TOP OF THE RUNWAY DESIGNATION MARKERS. SEE DETAILS ON CONSTRUCTION SAFETY DRAWINGS FOR CLOSED RUNWAY MARKER DETAIL.


C. LIGHTING AND VISUAL NAVAIDS - ALL TEMPORARY LIGHTING FOR RUNWAY AND TAXIWAY SYSTEMS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT EDITION OF FAA AC 150/5340-30 AND 150/5345-50 (WWW.FAA.GOV). THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ISOLATION TRANSFORMERS ASSOCIATED WITH ANY RUNWAY OR TAXIWAY LIGHT FIXTURES THAT ARE BEING DISCONNECTED.

IF APPLICABLE, ALL CONSTRUCTION, ALTERATION, OR REMOVAL OF FAA OWNED EQUIPMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE APPROVED FAA REIMBURSABLE AGREEMENT. NO WORK SHALL BE COMPLETED ON FAA OWNED EQUIPMENT PRIOR TO COMPLETION OF THE FAA REIMBURSABLE AGREEMENT.


- D. SIGNS - THE CONTRACTOR SHALL INSTALL ALL SIGNS IN ACCORDANCE WITH THE MOST RECENT EDITION OF FAA AC 150/5345-44 AND 150/5340-18. ANY SIGN THAT IS NOT PERFORMING ITS NORMAL FUNCTION MUST BE COVERED OR REMOVED TO PREVENT MISLEADING PILOTS.

15. MARKING AND SIGNS FOR ACCESS ROUTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL NECESSARY MARKINGS AND SIGNAGE FOR ALL ACCESS ROUTES TO AND FROM THE SITE TO BE USED BY CONTRACTOR PERSONNEL, SUBCONTRACTOR PERSONNEL, OR DELIVERY OPERATIONS. ALL SIGNAGE IN THE AIR OPERATIONS AREA SHALL BE FRANGIBLY MOUNTED.



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REV.				

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

CONSTRUCTION
SAFETY & PHASING
PLAN (CSPP) - NOTES

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

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SHEET
NUMBER **4**

CSPP NOTES 2 OF 2

16. HAZARD MARKING AND LIGHTING

- A. PURPOSE - HAZARD MARKING AND LIGHTING PREVENTS PILOTS FROM ENTERING AREAS CLOSED TO AIRCRAFT AND PREVENTS CONTRACTOR PERSONNEL FROM ENTERING AREAS OPEN TO AIRCRAFT.

17. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION - N/A

18. PROTECTION OF SAFETY AREAS, OBJECT FREE AREAS, OBJECT FREE ZONES, AND APPROACH/DEPARTURE SURFACES.

- A. RUNWAY SAFETY AREAS (RSA) - NO WORK SHALL BE PERMITTED WITHIN AN ACTIVE RUNWAY SAFETY AREA. IF REQUIRED, ADJUSTMENTS TO THE RSA DIMENSIONS THROUGH RESTRICTED OPERATIONS SHALL BE COORDINATED WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ENSURE ADEQUATE DISTANCE PROTECTION FOR BLAST PROJECTION, AS NEEDED. ALL OPEN TRENCHES OR EXCAVATIONS WITHIN THE LIMITS OF THE RSA SHALL BE BACK FILLED OR COVERED PRIOR TO OPENING THE RUNWAY TO OPERATIONS. IN ADDITION, EROSION CONTROL MEASURES SHALL BE PROVIDED IN THE RSA TO PREVENT RUTS, HUMPS, OR DEPRESSIONS INSIDE THE LIMITS OF THE RSA.
- B. RUNWAY OBJECT FREE AREAS (ROFA) - NO MATERIAL SHALL BE STOCKPILED INSIDE THE LIMITS OF THE ACTIVE ROFA UNLESS APPROVED BY AIR SPACING THROUGH THE APPROPRIATE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE.
- C. TAXIWAY SAFETY AREAS (TSA) - NO WORK SHALL BE PERMITTED WITHIN AN ACTIVE TSA. IF REQUIRED, ADJUSTMENTS TO THE TAXIWAY TSA DIMENSIONS THROUGH RESTRICTED OPERATIONS SHALL BE COORDINATED WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE PRIOR TO CONSTRUCTION. ALL OPEN TRENCHES OR EXCAVATIONS WITHIN THE LIMITS OF THE TSA SHALL BE BACK FILLED OR COVERED PRIOR TO OPENING THE TAXIWAY TO OPERATIONS. IN ADDITION, EROSION CONTROL MEASURES SHALL BE PROVIDED IN THE TSA TO PREVENT RUTS, HUMPS, OR DEPRESSIONS INSIDE THE LIMITS OF THE TSA.
- D. TAXIWAY OBJECT FREE AREAS (TOFA) - NO CONSTRUCTION SHALL BE PERMITTED INSIDE AN ACTIVE TOFA UNLESS THE TAXIWAY HAS BEEN RESTRICTED TO OPERATIONS REQUIRING A TOFA EQUAL TO THAT OF THE TOFA AVAILABLE. IF REQUIRED, CONSTRUCTION MAY BE PERMITTED INSIDE THE TOFA IF THE TAXIWAY CENTERLINE MARKINGS ARE OFFSET WITH CENTERLINE REFLECTORS OR LIGHTING, OR APPROPRIATE NOTAMS ARE ISSUED. CONSTRUCTION MAY ALSO BE PERMITTED INSIDE THE TOFA IF A FIVE FOOT WING TIP CLEARANCE IS MAINTAINED FOR ALL CONSTRUCTION EQUIPMENT AND VEHICLES. IN THIS SCENARIO, FLAGGERS AND WING WALKERS MUST BE USED TO DIRECT TRAFFIC THROUGH THE CONSTRUCTION SITE.
- E. OBSTACLE FREE ZONE (OFZ) - NO PERSONNEL, MATERIAL, OR EQUIPMENT SHALL PENETRATE THE OFZ WHILE THE RUNWAY IS OPEN TO OPERATIONS. THE DIMENSIONS OF THE OFZ ARE AS DEFINED IN FAA AC 150/5300-13 (WWW.FAA.GOV).
- F. APPROACH/DEPARTURE SURFACES - ALL CONTRACTOR PERSONNEL, MATERIALS, AND EQUIPMENT SHALL REMAIN CLEAR OF THE APPLICABLE THRESHOLD SITING SURFACES AS DEFINED IN CHAPTER 3 OF FAA AC 150/5300-13 (WWW.FAA.GOV). CONSTRUCTION ACTIVITIES THAT REQUIRE PENETRATION INTO THE THRESHOLD SITING SURFACE SHALL BE ACCOMPLISH THROUGH DISPLACING OR PARTIALLY CLOSING THE RUNWAY. SUCH CONSTRUCTION ACTIVITIES SHALL REQUIRE COORDINATION WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE.

19. OTHER LIMITATIONS ON CONSTRUCTION

- A. PROHIBITIONS - THE USE OF TALL EQUIPMENT (I.E. CRANES, CONCRETE PUMPS) SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ENGINEER.

OPEN FLAME WELDING AND TORCH CUTTING OPERATIONS ARE NOT PERMITTED UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THESE OPERATIONS ARE AUTHORIZED BY THE AIRPORT OPERATOR AND THE ENGINEER.

ELECTRICAL BLASTING CAPS SHALL NOT BE PERMITTED WITHIN 1,000-FT OF THE AIRPORT PROPERTY. FLARE POTS ARE NOT PERMITTED WITHIN THE AIR OPERATIONS AREA.

AIRFIELD INFORMATION

TITLE	ADG	AAC	TDG	RSA/TSA WIDTH	ROFA/TOFA WIDTH
RUNWAY 16/34	II	B	-	150-FT	500-FT
PARALLEL TAXIWAY	-	-	2A	79-FT	124-FT
CONNECTOR TAXIWAYS	-	-	2A	79-FT	124-FT

NOTE:

- CLOSED RUNWAY MARKERS SHALL BE CENTERED OVER RUNWAY DESIGNATOR DURING CLOSURE UNLESS OTHERWISE APPROVED BY ENGINEER.
- AIRPORT SHALL FURNISH RUNWAY CLOSURE X'S AND WEIGHTED DEVICES. THE CONTRACTOR SHALL INSTALL AND MAINTAIN WEIGHTED DEVICES TO FIRMLY SECURE THE CLOSURE MARKERS TO THE GROUND. .
- ALL LABOR AND MATERIAL REQUIRED FOR THE INSTALLATION, RELOCATION, MAINTENANCE, AND REMOVAL SHALL BE CONSIDERED SUBSIDIARY TO SPECIFICATION SS-120.
- THE CONTRACTOR WILL ENSURE ALL REQUIRED NOTAMS HAVE BEEN FILED AND THE PROPER SAFETY DEVICES ARE PROPERLY INSTALLED BEFORE PERFORMING ANY WORK WITHIN THE AIRCRAFT OPERATIONS AREA.

YELLOW CLOSED RUNWAY MARKER, WEIGHT MARKER WITH YELLOW WEIGHT TO PREVENT DISPLACEMENT

RUNWAY CENTERLINE

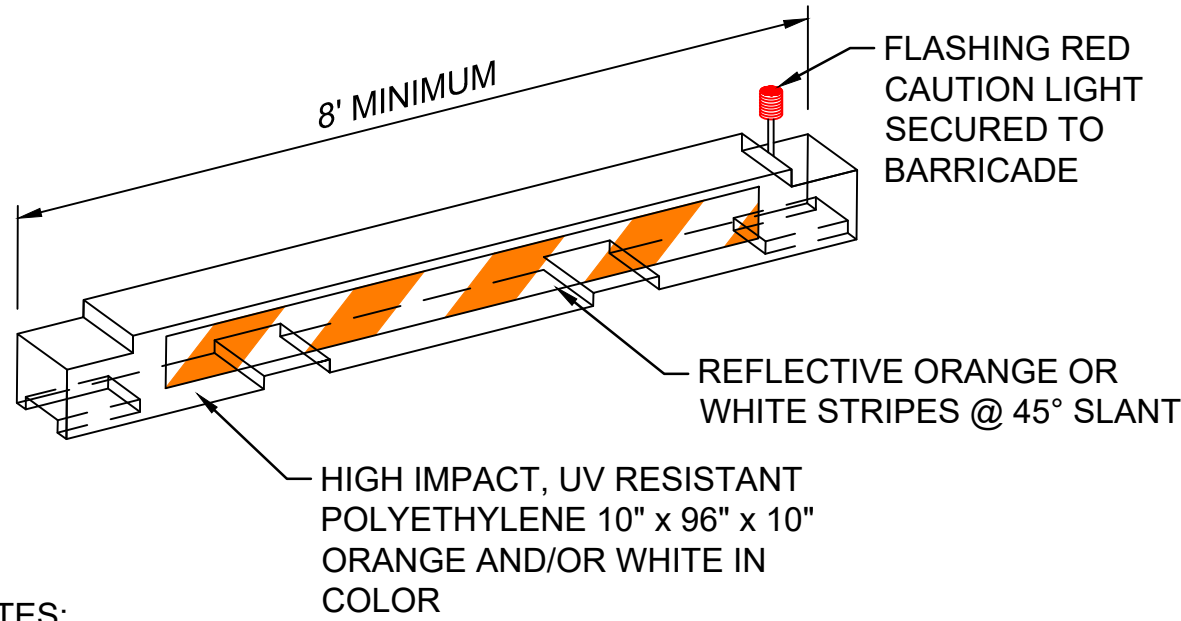
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GC-002

CLOSED RUNWAY MARKER

SCALE: NONE

STAGING AREA NOTES:

- THE CONTRACTOR'S EMPLOYEES AND VISITORS VEHICLES SHALL PARK IN THE CONTRACTOR'S EMPLOYEE PARKING AREA. ONLY OWNER APPROVED PERSONNEL WILL BE ALLOWED TO ACCESS AND/OR PARK ON AIRPORT PROPERTY.
- THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREA IS SHOWN FOR REFERENCE ONLY. THE EXACT LIMITS OF THE CONTRACTOR'S PARKING AND STAGING AREA FOR MATERIAL STOCKPILING, OFFICE TRAILERS, AND DELIVERIES SHALL BE PROPOSED BY THE CONTRACTOR FOR THE APPROVAL OF THE ENGINEER. THE CONTRACTOR STAGING PLANS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN NECESSARY PERMIT(S) TO DEVELOP AND USE THE SITE FOR STAGING AND OTHER ACTIVITIES AS REQUIRED.
- THE STAGING AREA SHALL BE PREPARED TO A STABLE AND DRAINABLE CONDITION. THE CONTRACTOR MAY HAVE THE OPTION OF ERECTING ADDITIONAL CHAIN-LINK SECURITY FENCING TO DELINEATE AND PROTECT THE AREA.
- THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, THE AREA WILL BE GRADED AND DRESSED TO THE SATISFACTION OF THE ENGINEER AND OWNER UPON COMPLETION OF THE CONTRACT WORK. CONTRACTOR SHALL NOT HAVE MORE THAN 1 ACRE OF DISTURBED EARTH AT ONCE WITHOUT PRIOR ADEM PERMIT SUBMISSION (TO INCLUDE BOTH STAGING AREA AND CONSTRUCTION SITE).
- THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONNECTIONS TO THE STAGING AREA. ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S STAGING AREA SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY AGENCY BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE METERS AND PERMITS. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
- NO SEPARATE PAY ITEM SHALL BE MADE FOR ANY ITEM REQUIRED FOR THE CONTRACTOR TO ENCLOSE AND DEVELOP THEIR STAGING AREA.
- THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY.
- NO EQUIPMENT OR VEHICLES SHALL BE PARKED WITHIN 10 FEET OF ANY AIRPORT OPERATIONS AREA (AOA) PERIMETER FENCE.



NOTES:

- BARRICADES SHALL BE FURNISHED, INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
- BARRICADES SHALL MEET THE REQUIREMENTS OF THE CURRENT FAA ADVISORY CIRCULAR 150/5370-2 AND BE APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL WEIGHT BARRICADE TO PREVENT DISPLACEMENT. THE METHOD SHALL BE APPROVED BY THE ENGINEER.
- BARRICADES SHALL BE LOCATED AS DEFINED IN THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).
- UNLESS OTHERWISE NOTED, MAXIMUM BARRICADE SPACING SHALL BE 10' O.C.

LOW PROFILE AIRCRAFT BARRICADE (MOVEMENT AREAS)

2
GC-002

SCALE: NONE



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SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

CONSTRUCTION
SAFETY & PHASING
PLAN (CSPP) - NOTES

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DATE: FEB. 2024
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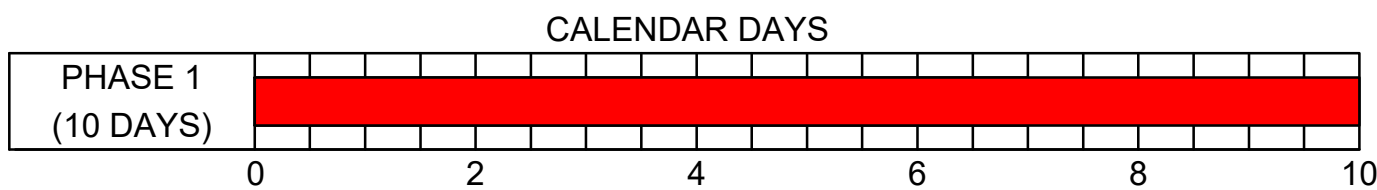
LEGEND

- PHASE WORK AREA
- EQUIPMENT STORAGE (ES)
- EMPLOYEE PARKING (EP)
- CONTRACTOR STAGING AREA
- CONTRACTOR ROUTE
- RUNWAY CLOSURE MARKER (X)
- LOW PROFILE AIRCRAFT BARRICADES

SEQUENCE OF CONSTRUCTION

- 1. PERFORM PAINT/RUBBER REMOVAL, CRACK CLEANING, CRACK STERILIZING, CRACK FILLING, AND PAVEMENT MARKING APPLICATION.

CONTRACT TIME



NOTES:

- THE AIRFIELD SHALL BE CLOSED FROM 8AM TO 3PM FOR CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL HAVE AN APPROVED PAVEMENT BROOM OR VACUUM TRUCK AVAILABLE ON SITE AT ALL TIMES. THE PROJECT PAVEMENTS SHALL BE SWEEPED DAILY PRIOR TO REOPENING.
- THE CONTRACTOR SHALL ALLOW ADEQUATE TIME FOR PROPER CLEAN UP, RUNWAY CLOSURE PROCEDURES, AND RUNWAY RE-OPENING PROCEDURES.
- PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL REVIEW THE LATEST VERSION OF THE FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR 150/5370-2 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.
- ALL WORK ON CLOSED PAVEMENTS SHALL BE COMPLETED AND ALL SAFETY HAZARDS REMOVED PRIOR TO THE DESIGNATED TIME THE PAVEMENT IS SCHEDULED TO RE-OPEN.
- THE PROJECT IS TO BE COMPLETED IN A SINGLE PHASE.
- CONTRACTOR SHALL PROVIDE AT LEAST 72 HOURS ADVANCE NOTICE OF RUNWAY, TAXIWAY, AND TAXILANE CLOSURES.
- NO CLOSED PAVEMENT SHALL BE OPENED TO AIRCRAFT WITHOUT THE ENGINEER'S APPROVAL.
- NO WORK SHALL BE ALLOWED WITHIN THE SAFETY AREA OF ANY OPEN RUNWAY/TAXIWAY.
- CONTRACTOR SHALL INSTALL LOW PROFILE AIRCRAFT BARRICADES AT ALL TAXIWAY/TAXILANE CENTERLINES THAT INTERSECT THE PARALLEL TAXIWAY. THE AIRPORT HAS THE RIGHT TO WAVE THIS REQUIREMENT OR ALTER THE LOCATIONS OF THE LOW PROFILE AIRCRAFT BARRICADES TO ACCOMMODATE AIRPORT OPERATIONS.

DAILY RUNWAY CLOSURE PROCEDURE:

- CONTRACTOR SHALL VERIFY NOTAM IS IN PLACE AND CONFIRM CLOSURE TIME WITH THE AIRPORT.
- INSTALL RUNWAY CLOSURE MARKINGS AND BARRICADES PRIOR TO THE START OF CONSTRUCTION OPERATIONS.
- RUNWAY AND TAXIWAY NAVAIDS AND LIGHTING SHALL BE REMOVED FROM SERVICE.
- CONSTRUCTION OPERATIONS COMMENCE.

DAILY RUNWAY RE-OPENING PROCEDURE:

- CONSTRUCTION SHALL CEASE IN SUFFICIENT TIME TO PERFORM ALL REOPENING PROCEDURES PRIOR TO AIRPORT DESIGNATED DAYLIGHT CONSTRUCTION HOURS.
- CONTRACTOR SHALL RELOCATE ALL EQUIPMENT AND OBSTRUCTIONS FROM THE AIRCRAFT OPERATIONS AREA (AOA) TO THE STAGING AREA.
- RUNWAY AND TAXIWAY PAVEMENT SHALL BE SWEEPED AND CLEANED OF ALL DEBRIS. FOLLOWED BY AN OWNER INSPECTION OF THE PAVEMENT.
- RUNWAY CLOSURE MARKINGS ON BARRICADES SHALL BE RELOCATED TO THE STAGING AREA.
- RUNWAY AND TAXIWAY NAVAIDS AND LIGHTING SHALL BE RESTORED. THE CONTRACTOR SHALL THEN NOTIFY THE AIRPORT, AND THE AIRPORT WILL RE-OPEN THE RUNWAY.



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BY	DESCRIPTION	DATE	REV.

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

CONSTRUCTION
SAFETY & PHASING
PLAN (CSPP) - PHASE 1

JOB NO.: 2302455
DATE: FEB. 2024
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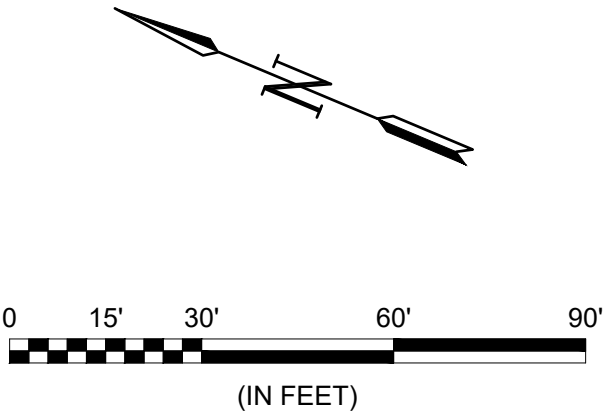
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NUMBER **6**

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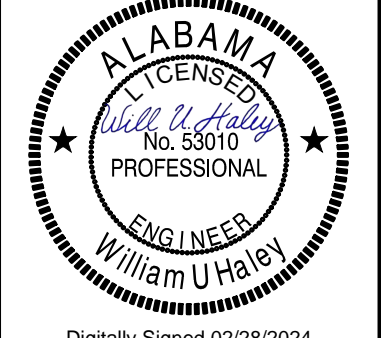


LEGEND	
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- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - ALL MARKINGS AND RUBBER SCHEDULED FOR DEMOLITION SHALL BE REMOVED IN ACCORDANCE WITH SPECIFICATION P-101.
 - ALL MARKINGS NOT SCHEDULED FOR DEMOLITION SHALL BE SURFACE PREPARED IN ACCORDANCE WITH SPECIFICATION P-620.
 - CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, HAND HOLES, AIRFIELD EQUIPMENT, DRAINAGE STRUCTURES, AND BUILDINGS NOT SHOWN FOR DEMOLITION. ANY DAMAGE AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.



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REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CD-101

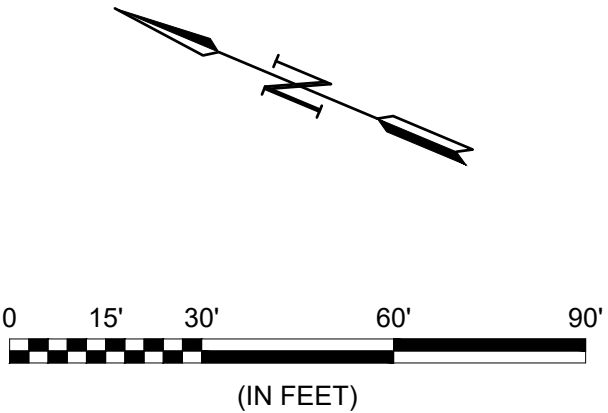
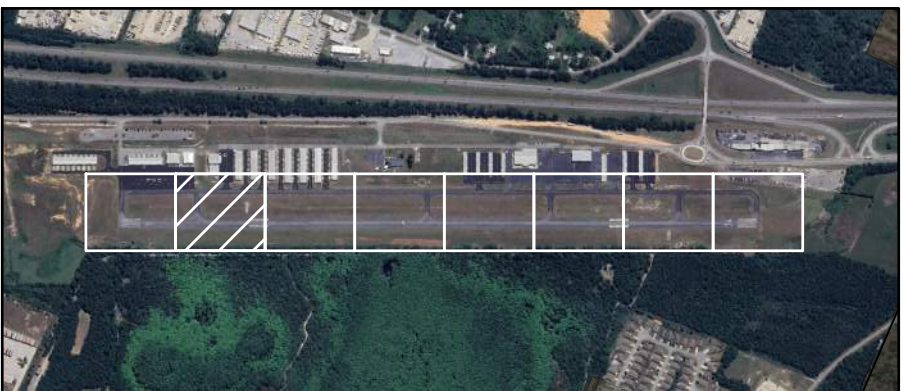
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NUMBER **7**

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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:22 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-101



MATCHLINE SHEET CM-103



LEGEND


XXXXXXXXXX

MARKING DEMOLITION (BB)


XXXXXXXXXX

MARKING DEMOLITION (AA1)

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
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Alabama
LICENSED
Professional Engineer
William U. Haley
No. 53010
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SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

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CD-102

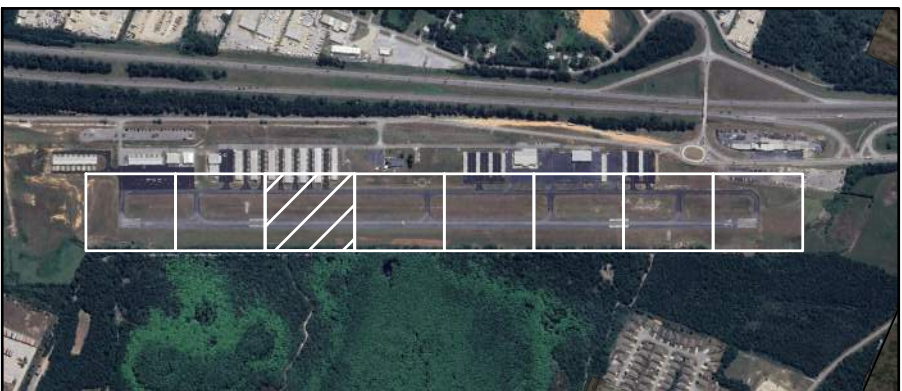
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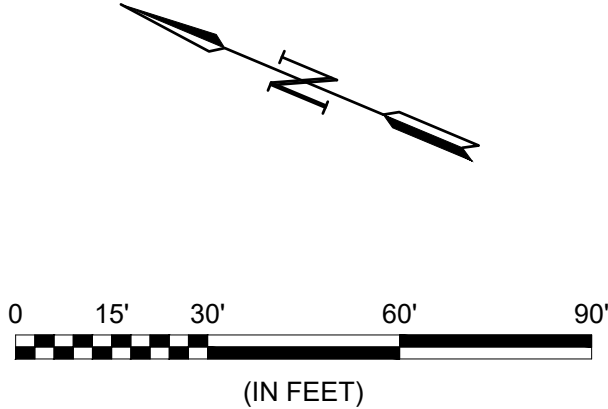
MATCHLINE SHEET CM-102



MATCHLINE SHEET CM-104



KEYMAP




LEGEND


- XXXXXXXXX MARKING DEMOLITION (BB)
- XXXXXXXXX MARKING DEMOLITION (AA1)

NOTES:

- SHEET INTENDED TO BE PRINTED IN COLOR.
- ALL MARKINGS AND RUBBER SCHEDULED FOR DEMOLITION SHALL BE REMOVED IN ACCORDANCE WITH SPECIFICATION P-101.
- ALL MARKINGS NOT SCHEDULED FOR DEMOLITION SHALL BE SURFACE PREPARED IN ACCORDANCE WITH SPECIFICATION P-620.
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Professional
ENGINEER
William U. Haley
No. 38010

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REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

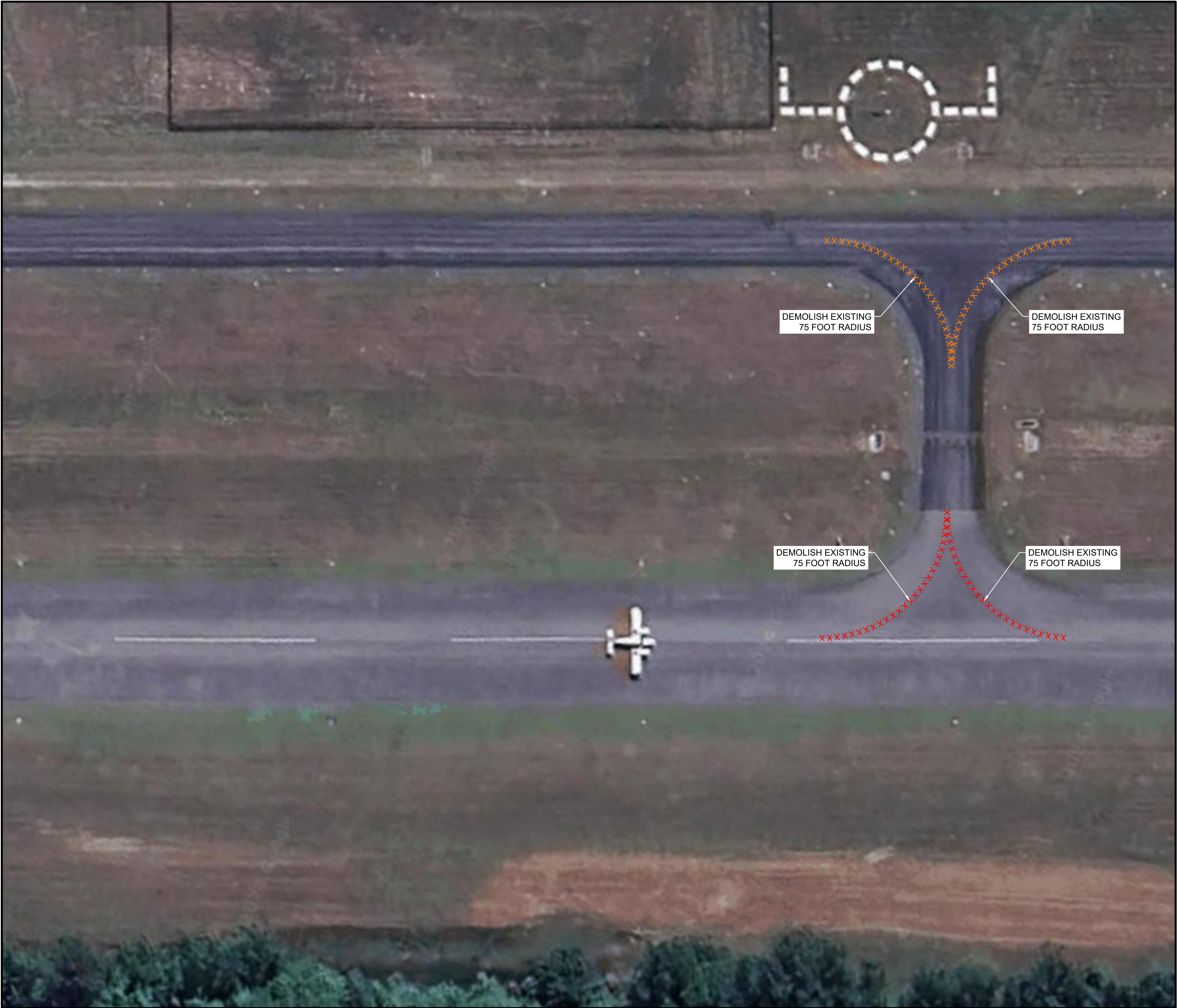
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DRAWING NUMBER
CD-103

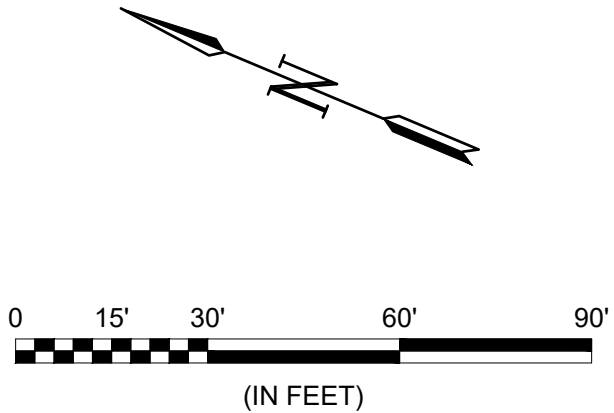
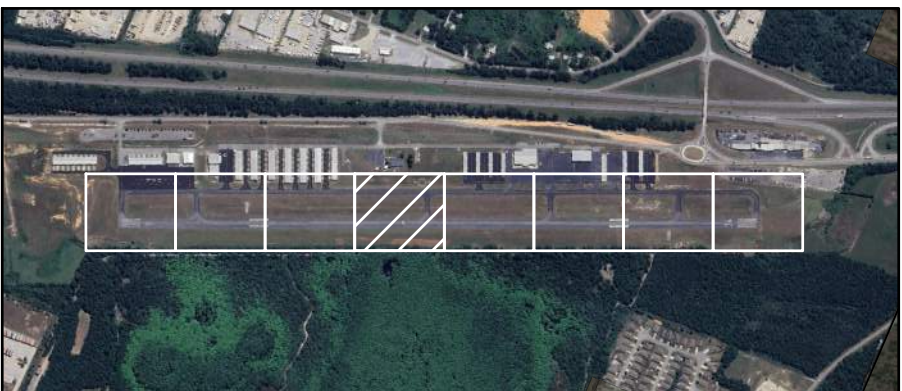
SHEET
NUMBER **9**

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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:23 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-103



MATCHLINE SHEET CM-105



LEGEND	
XXXXXXXXXX	MARKING DEMOLITION (BB)
XXXXXXXXXX	MARKING DEMOLITION (AA1)


- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - ALL MARKINGS AND RUBBER SCHEDULED FOR DEMOLITION SHALL BE REMOVED IN ACCORDANCE WITH SPECIFICATION P-101.
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REV.	DATE	DESCRIPTION	BY


SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN	
JOB NO.: 2302455 DATE: FEB. 2024 DESIGNED BY: WUH DRAWN BY: WUH	
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DRAWING NUMBER CD-104	
SHEET NUMBER 10	



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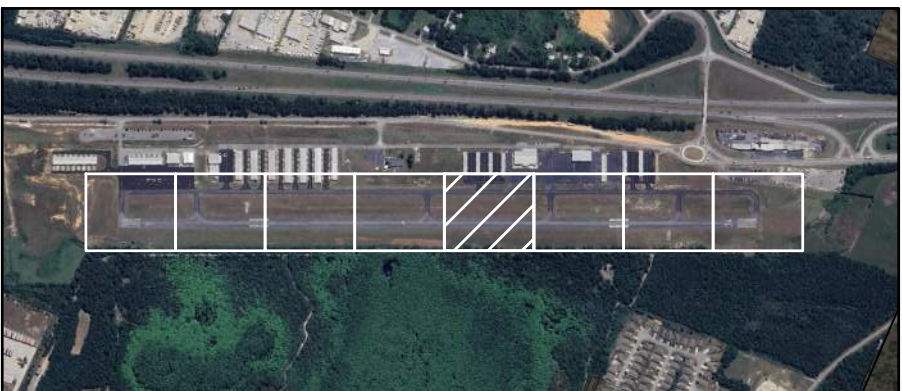
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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:23 PM Plotter used: AutoCAD PDF (General Documentation).pc3

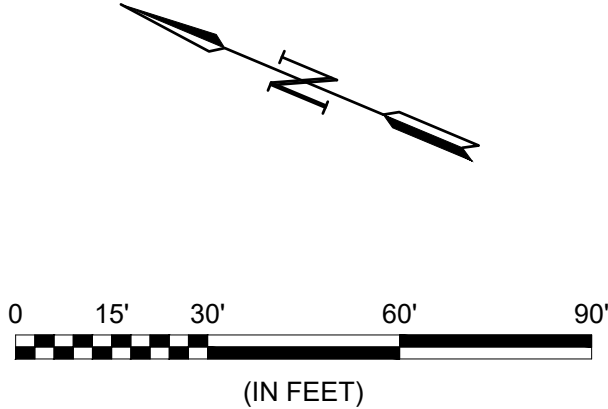
MATCHLINE SHEET CM-104



MATCHLINE SHEET CM-106



KEYMAP



LEGEND

- XXXXXXXXX MARKING DEMOLITION (BB)
- XXXXXXXXX MARKING DEMOLITION (AA1)

NOTES:

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REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE


DEMOLITION PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH


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DRAWING NUMBER
CD-105

SHEET
NUMBER **11**



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Professional
ENGINEER
William U. Haley
No. 58010

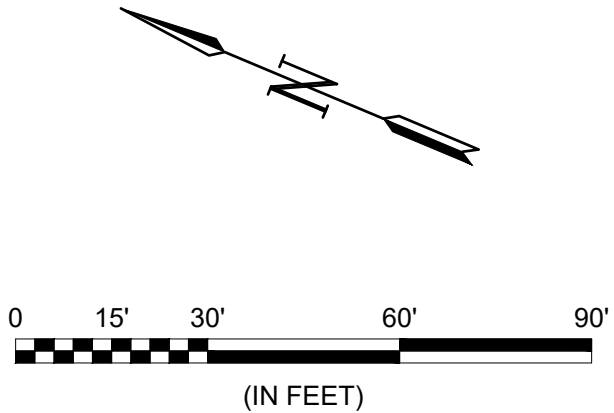
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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:23 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-105



MATCHLINE SHEET CM-107



LEGEND


XXXXXXXXXX

MARKING DEMOLITION (BB)

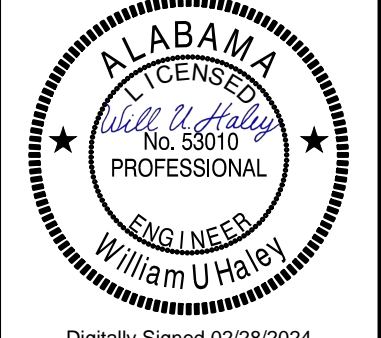
XXXXXXXXXX

MARKING DEMOLITION (AA1)

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - ALL MARKINGS AND RUBBER SCHEDULED FOR DEMOLITION SHALL BE REMOVED IN ACCORDANCE WITH SPECIFICATION P-101.
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REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

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DRAWING NUMBER
CD-106

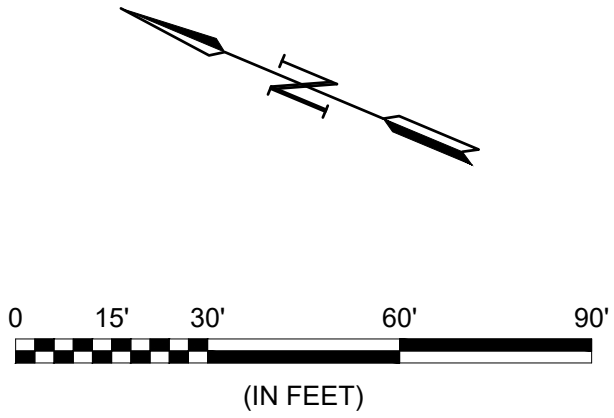
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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:24 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-106



MATCHLINE SHEET CM-108



LEGEND

XXXXXXXXXX

MARKING DEMOLITION (BB)

XXXXXXXXXX

MARKING DEMOLITION (AA1)

- NOTES:
1. SHEET INTENDED TO BE PRINTED IN COLOR.
 2. ALL MARKINGS AND RUBBER SCHEDULED FOR DEMOLITION SHALL BE REMOVED IN ACCORDANCE WITH SPECIFICATION P-101.
 3. ALL MARKINGS NOT SCHEDULED FOR DEMOLITION SHALL BE SURFACE PREPARED IN ACCORDANCE WITH SPECIFICATION P-620.
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Alabama
LICENSED
Professional Engineer
William U. Haley
No. 53010
Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

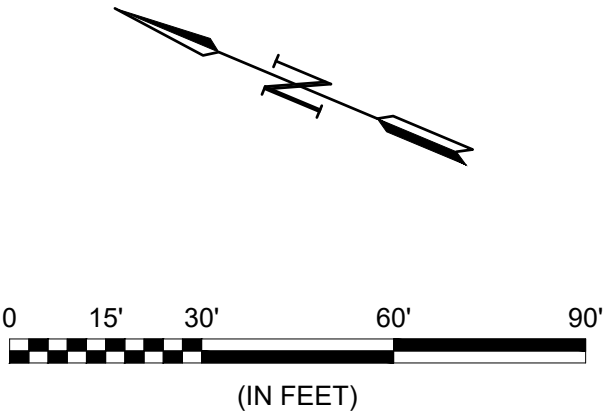
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CD-107

SHEET NUMBER
13


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MATCHLINE SHEET CM-108




LEGEND	
XXXXXXXXXX	MARKING DEMOLITION (BB)
XXXXXXXXXX	MARKING DEMOLITION (AA1)

- NOTES:
1. SHEET INTENDED TO BE PRINTED IN COLOR.
 2. ALL MARKINGS AND RUBBER SCHEDULED FOR DEMOLITION SHALL BE REMOVED IN ACCORDANCE WITH SPECIFICATION P-101.
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Alabama
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William U. Haley
No. 53010

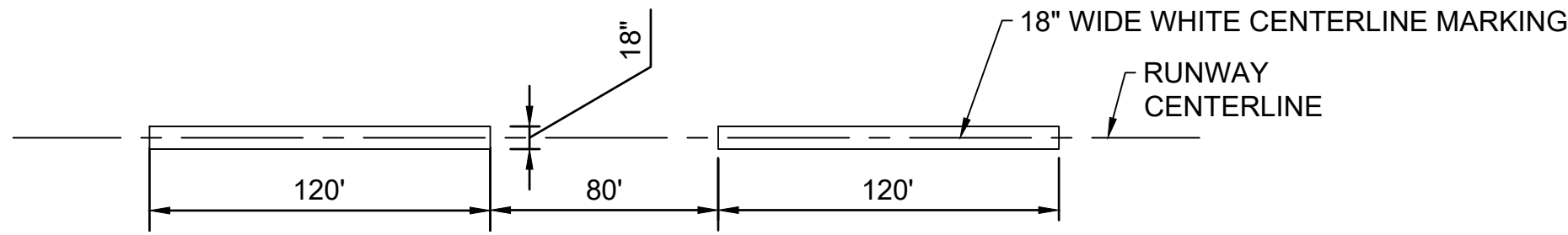
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SHELBY COUNTY, ALABAMA

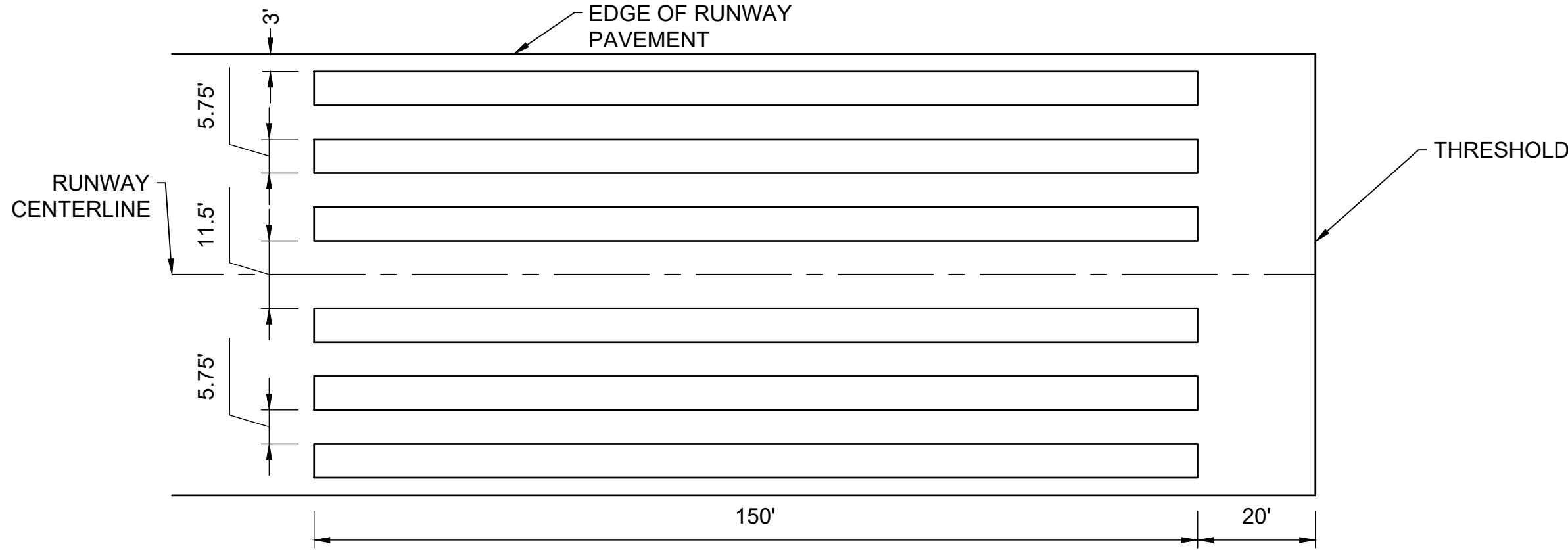
RUNWAY 16/34
PAVEMENT MAINTENANCE

DEMOLITION PLAN
JOB NO.: 2302455 DATE: FEB. 2024 DESIGNED BY: WUH DRAWN BY: WUH
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DRAWING NUMBER CD-108
SHEET NUMBER 14



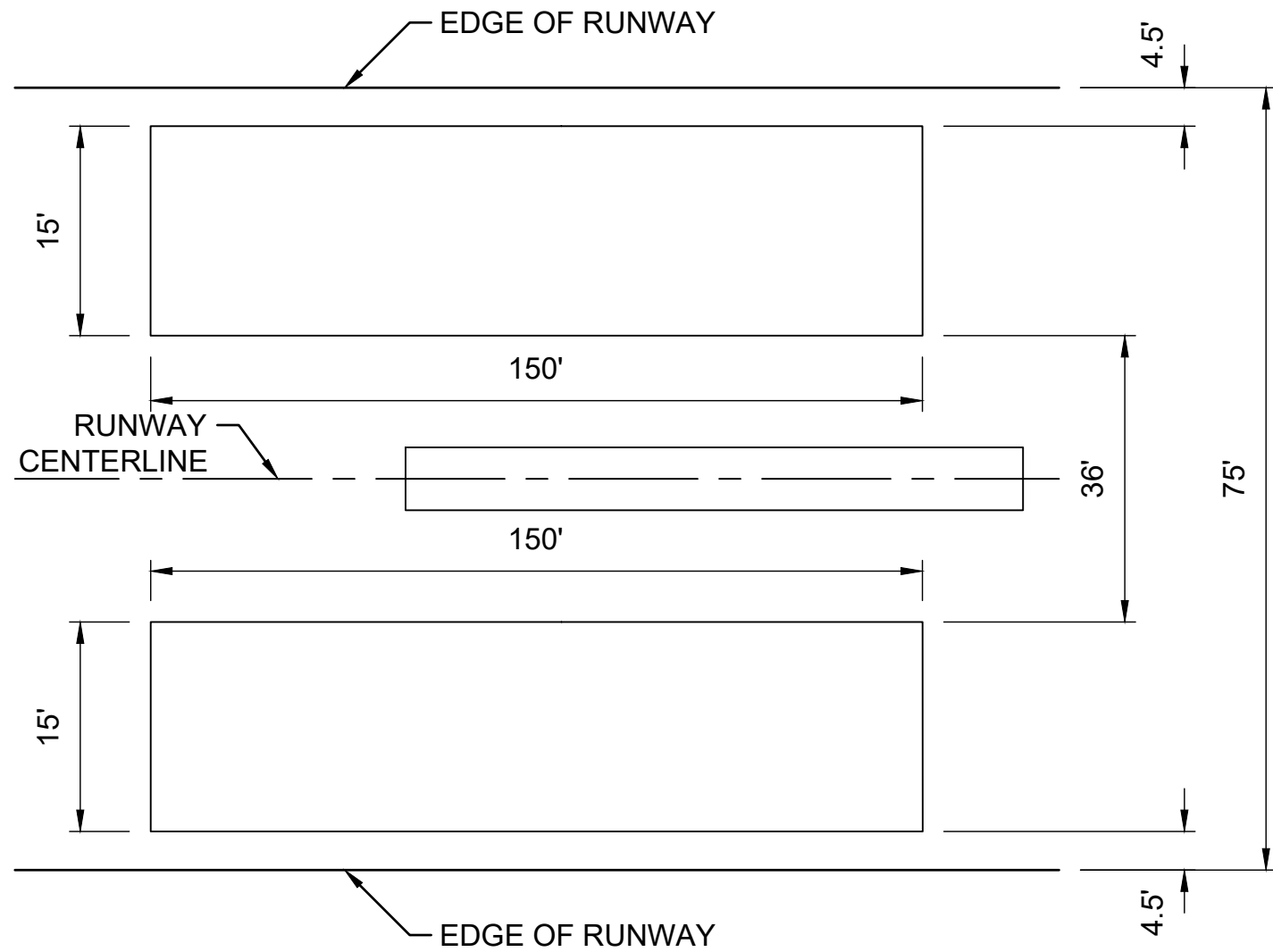
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CM-001

RUNWAY CENTERLINE MARKING
SCALE: NONE



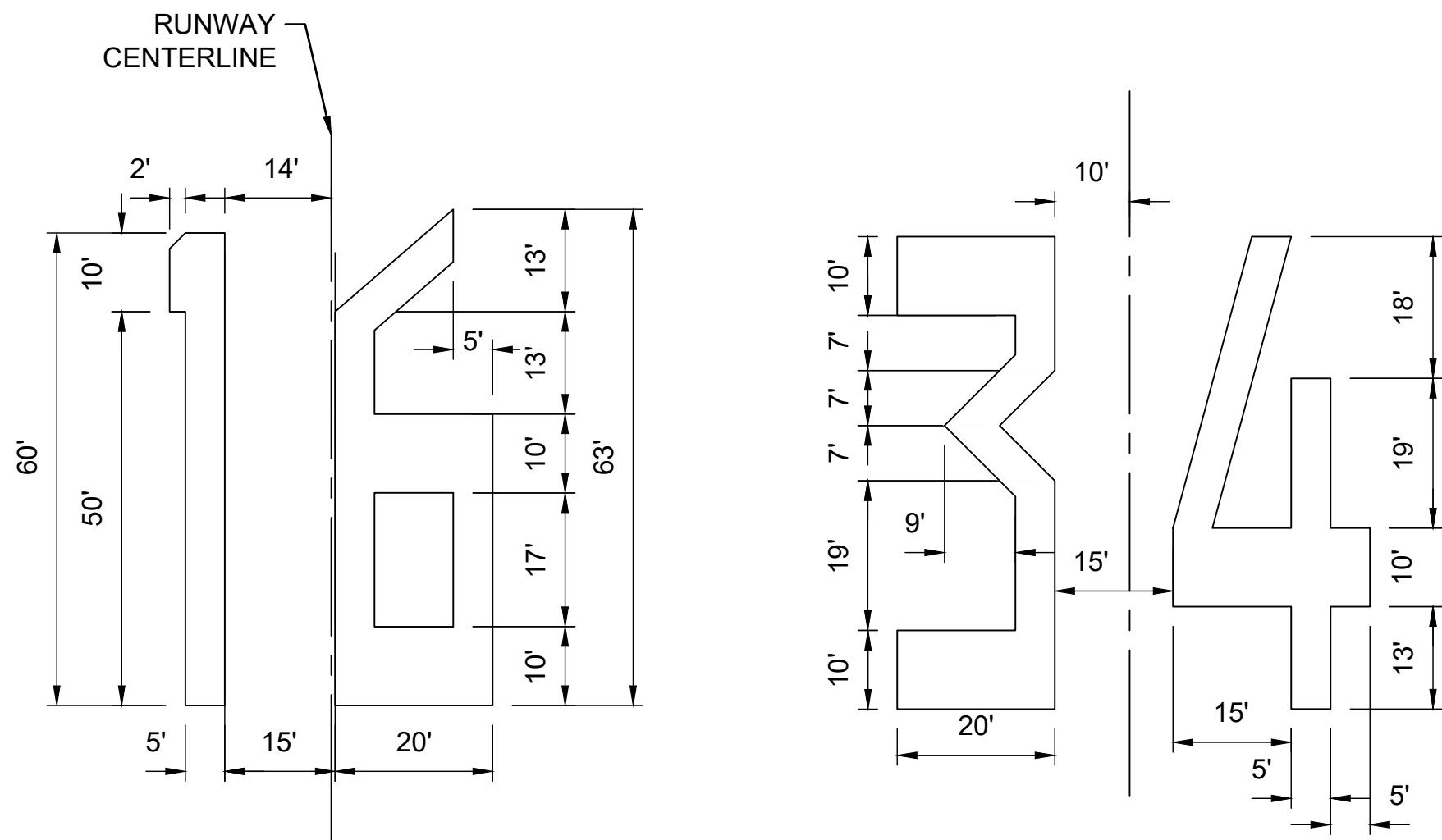
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CM-001

RUNWAY THRESHOLD MARKING
SCALE: NONE



3
CM-001

RUNWAY AIMING POINT MARKINGS
SCALE: NONE



4
CM-001

RUNWAY DESIGNATION NUMERALS AND LETTERS
SCALE: NONE

NOTES:

- ALL PERMANENT YELLOW MARKINGS SHALL HAVE GLASS BEADS.
- ALL PERMANENT WHITE MARKINGS SHALL HAVE GLASS BEADS.
- ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
- BLACK OUTLINE SHALL BE 6" OUTSIDE OF YELLOW AND WHITE MARKING.

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING DETAILS

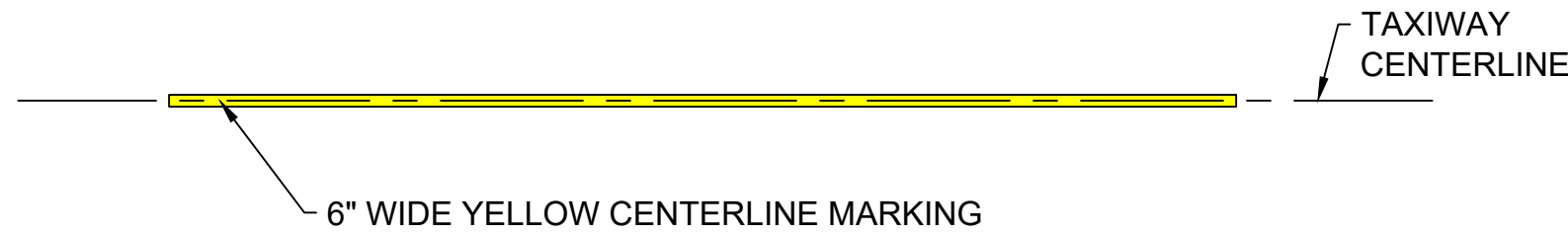
JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

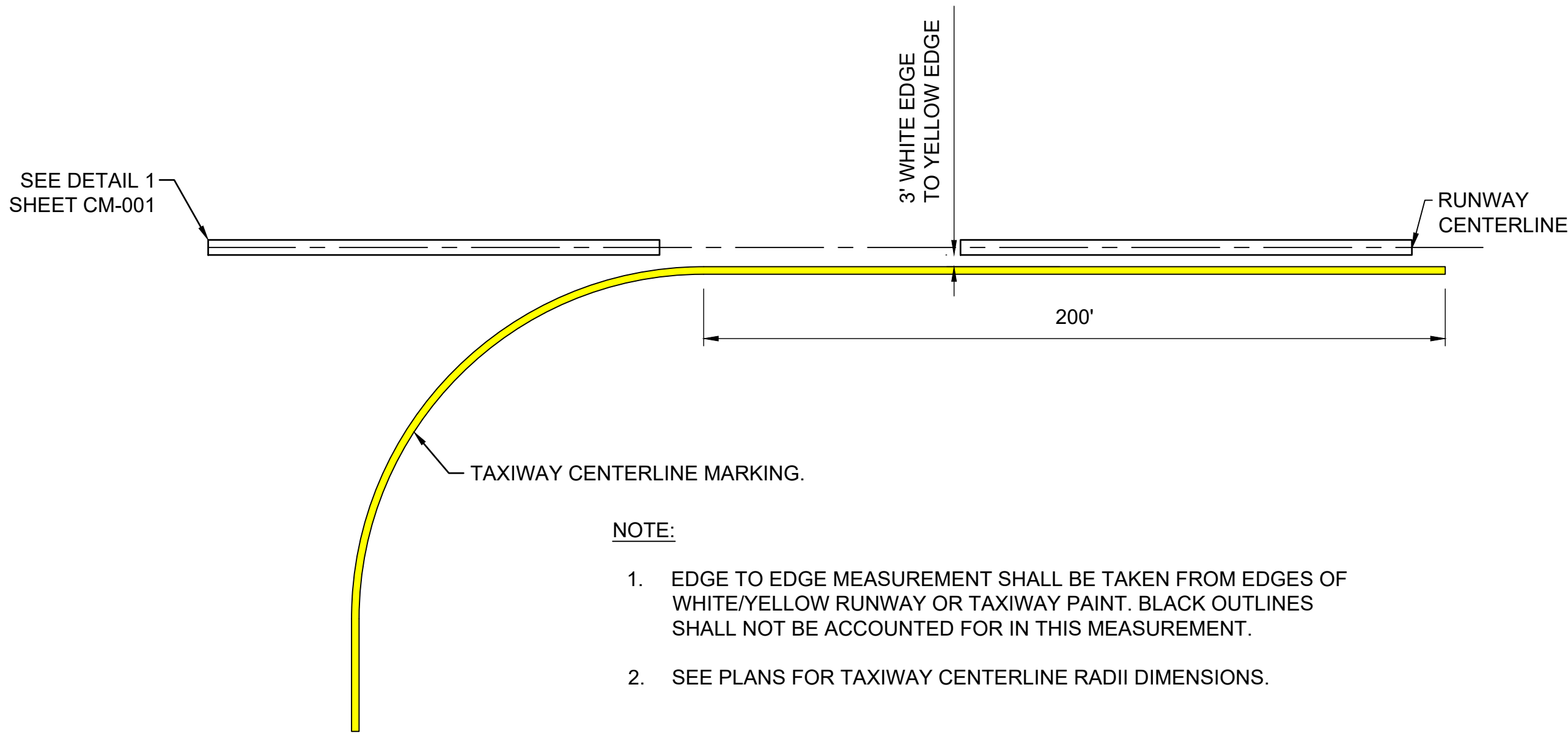
DRAWING NUMBER
CM-001

SHEET
NUMBER **15**

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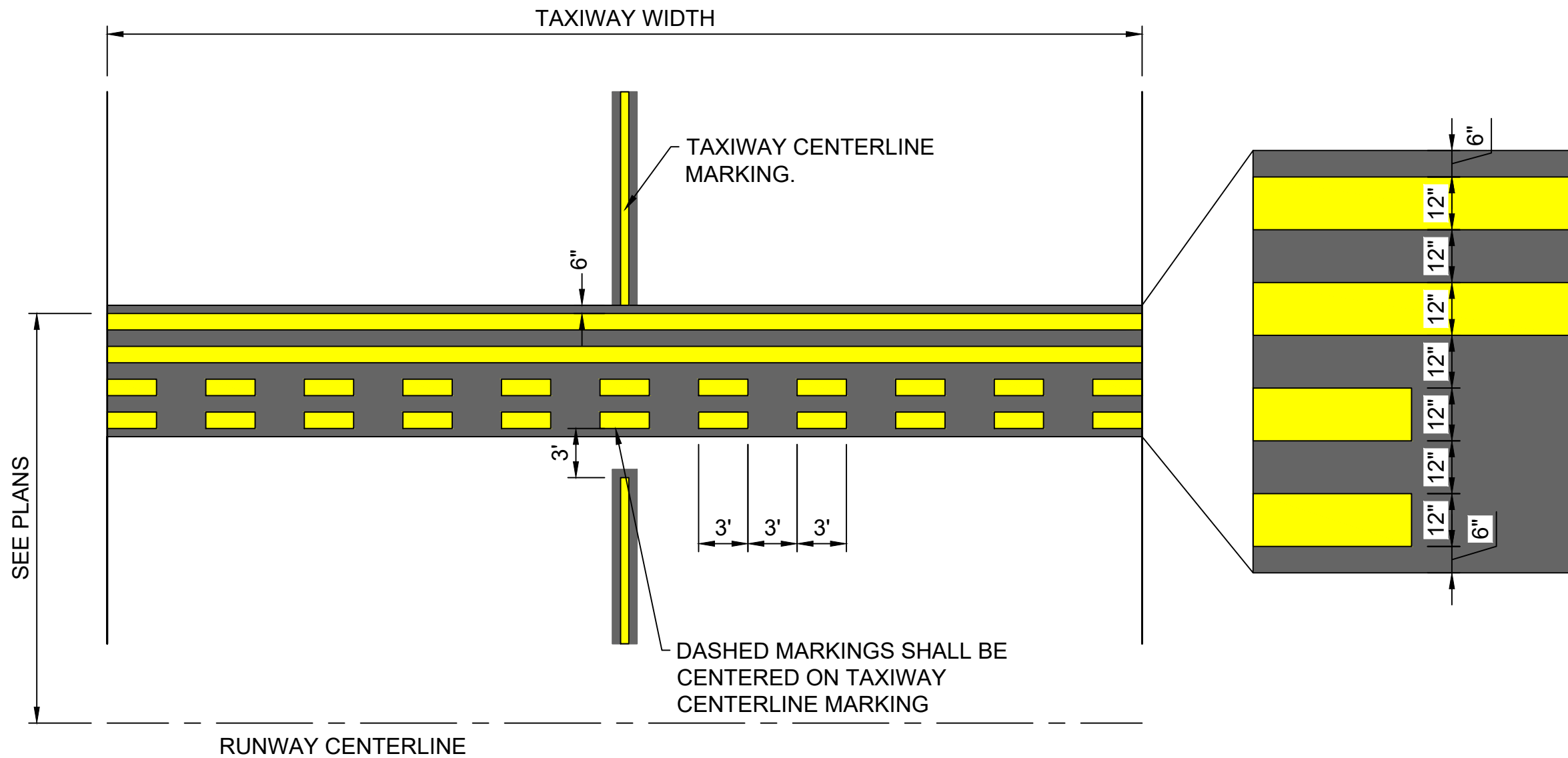


1 TAXIWAY CENTERLINE MARKING
CM-002 SCALE: NONE

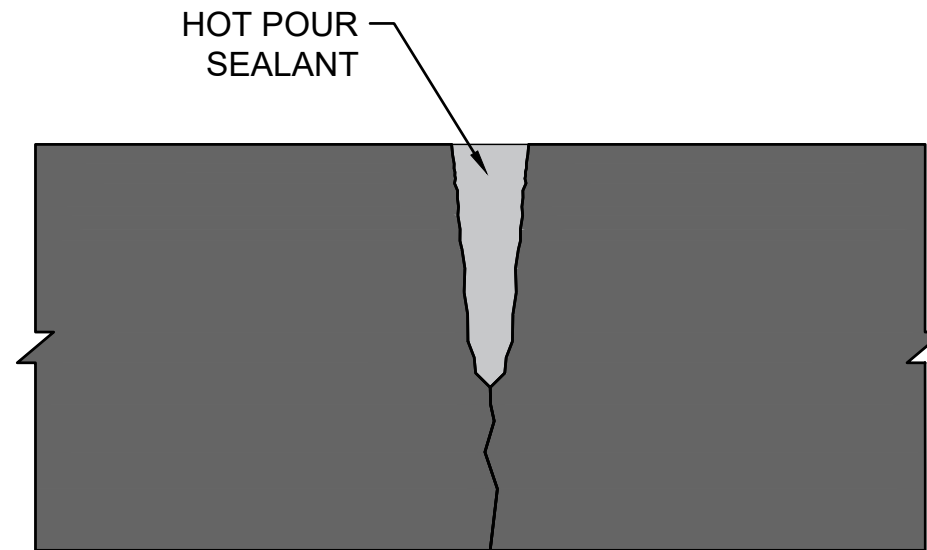


- NOTE:
- EDGE TO EDGE MEASUREMENT SHALL BE TAKEN FROM EDGES OF WHITE/YELLOW RUNWAY OR TAXIWAY PAINT. BLACK OUTLINES SHALL NOT BE ACCOUNTED FOR IN THIS MEASUREMENT.
 - SEE PLANS FOR TAXIWAY CENTERLINE RADII DIMENSIONS.

2 TAXIWAY LEAD ON MARKING
CM-002 SCALE: NONE



3 RUNWAY HOLDING POSITION MARKING
CM-002 SCALE: NONE



- NOTES:
- THOROUGHLY CLEAN AND BLOW OUT CRACK TO SOUND MATERIAL.
 - HOT LANCE CRACK.
 - FILL WITH HOT POUR SEALANT.
 - OVER BAND IS NOT ALLOWED.
 - SPILLAGE OR OVER FILLING CRACKS AND JOINTS SHALL BE IMMEDIATELY CLEANED/REMOVED TO THE SATISFACTION OF THE ENGINEER OR THE CRACK OR JOINT SEAL SHALL BE REMOVED AND REDONE.

4 CRACK REPAIR DETAIL
CM-002 SCALE: NONE

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - ALL PERMANENT YELLOW MARKINGS SHALL HAVE GLASS BEADS.
 - ALL PERMANENT WHITE MARKINGS SHALL HAVE GLASS BEADS.
 - ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
 - BLACK OUTLINE SHALL BE 6" OUTSIDE OF YELLOW MARKING.



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REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING DETAILS

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

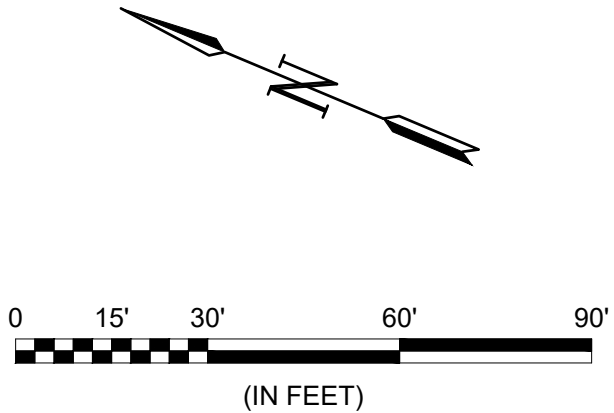
DRAWING NUMBER
CM-002

SHEET
NUMBER **16**

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Last plotted by: Haley, William U. (VII) Plot Style: AECmonochrome.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:25 PM Plotter used: AutoCAD PDF (General Documentation).pc3



MATCHLINE SHEET CM-102



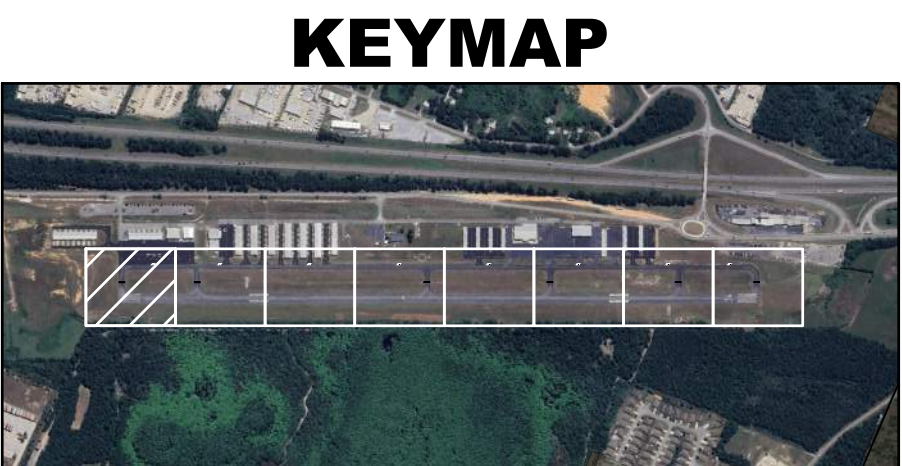
LEGEND


— — — RUNWAY CENTERLINE

PROPOSED YELLOW MARKINGS

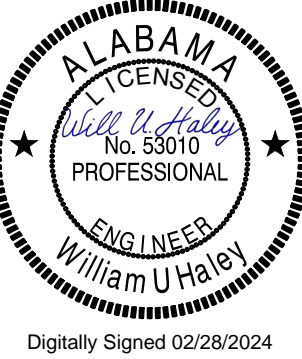
PROPOSED WHITE MARKINGS

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
 - ANY DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL STRIPING PRESENT IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO MARKING REMOVAL OR INSTALLATION OPERATIONS.
 - MARKINGS TO BE REPAINTED SHALL BE CLEANED AND HAVE ANY LOOSE MATERIAL REMOVED PRIOR TO THE NEW APPLICATION.
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 - IN THE CASE OF A CONFLICT BETWEEN TAXIWAY AND RUNWAY MARKINGS, RUNWAY MARKINGS SHALL ALWAYS TAKE PRECEDENCE. TAXIWAY MARKINGS SHALL CEASE 6" PRIOR TO THE INTERSECTION WITH A RUNWAY MARKING.





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Alabama
LICENSED
Professional Engineer
William U. Haley
No. 38010
Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-101

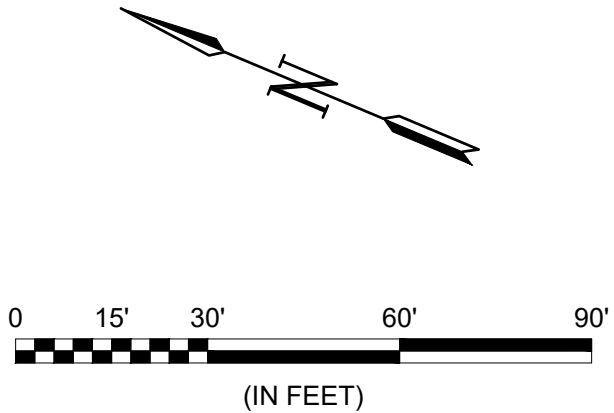
SHEET
NUMBER **17**

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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:25 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-101

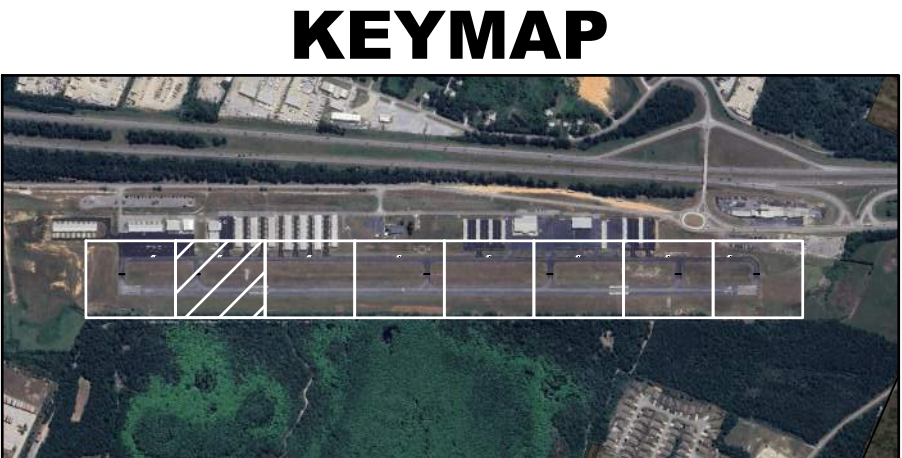



MATCHLINE SHEET CM-103




LEGEND	
	RUNWAY CENTERLINE
	PROPOSED YELLOW MARKINGS
	PROPOSED WHITE MARKINGS

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
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Alabama
LICENSED
Professional Engineer
William U. Haley
No. 38010
Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-102

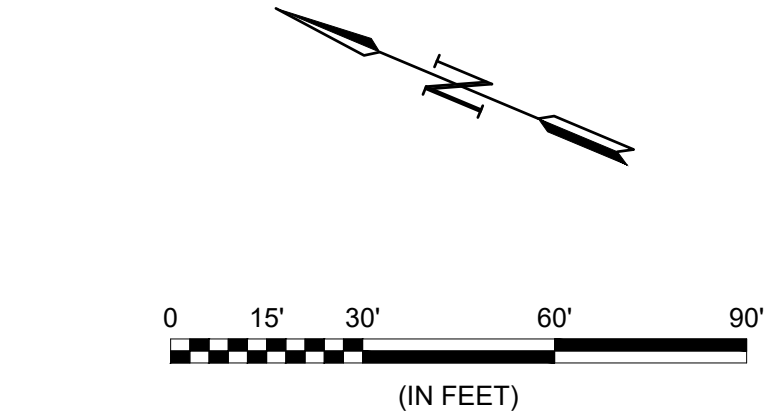
SHEET
NUMBER **18**

File: L:\2023\A01-2302455 - EET Shelby RW Pavement Maintenance\Drawings\EET_P\MT_CM-100 (MARKING).dwg Last Save: 2/23/2024 3:04 PM Last saved by: WUHaley
Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:25 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-102




MATCHLINE SHEET CM-104




LEGEND	
	RUNWAY CENTERLINE
	PROPOSED YELLOW MARKINGS
	PROPOSED WHITE MARKINGS

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
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REV.	DATE	DESCRIPTION	BY

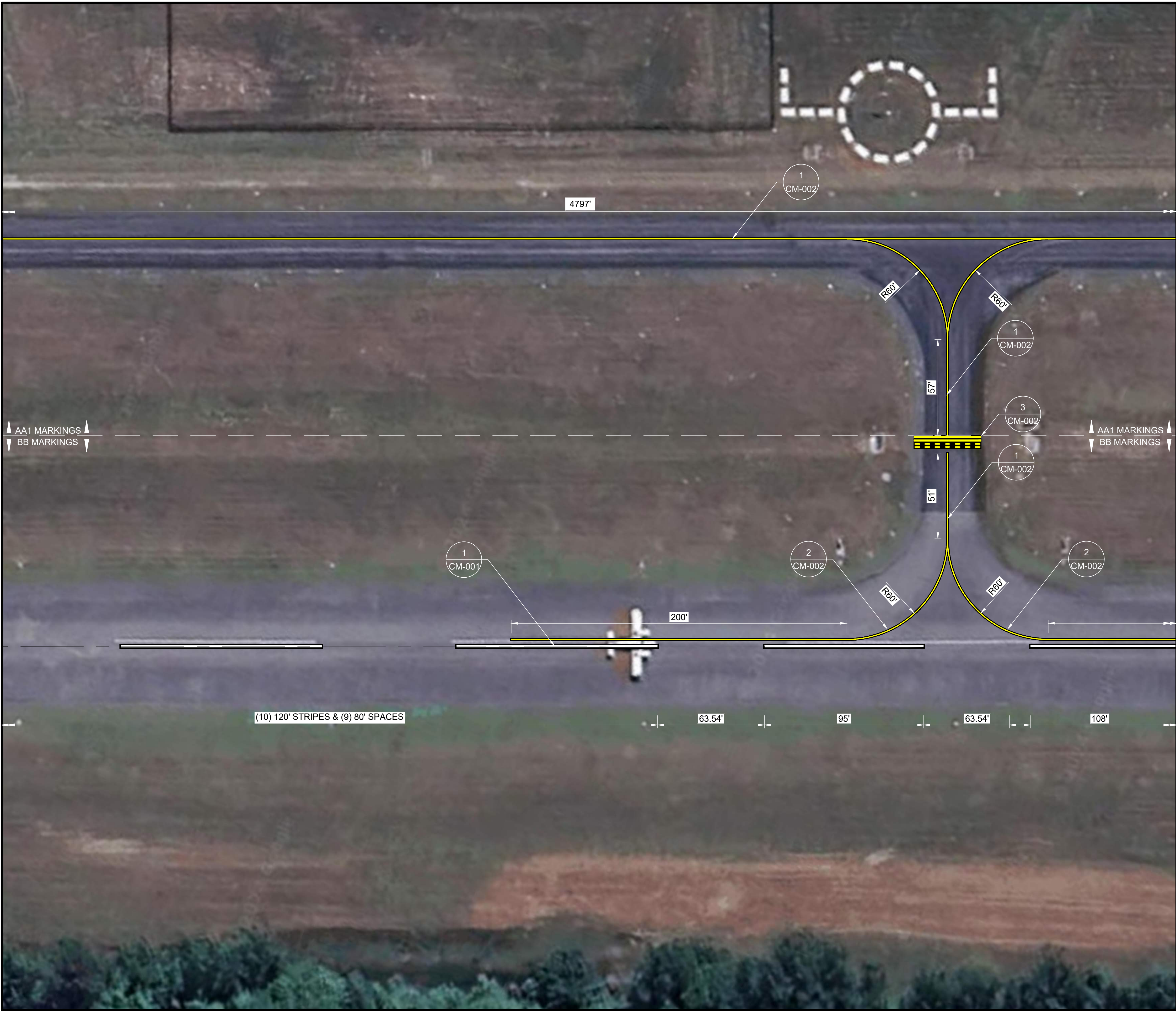
SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

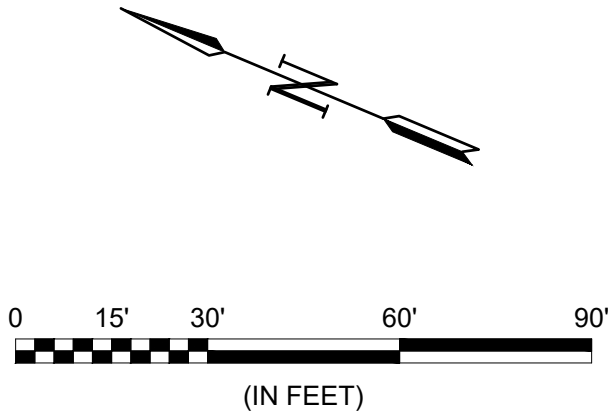
MARKING PLAN
JOB NO.: 2302455 DATE: FEB. 2024 DESIGNED BY: WUH DRAWN BY: WUH
BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER CM-103
SHEET NUMBER 19

File: L:\2023\A01-2302455 - EET Shelby RW Pavement Maintenance\Drawings\EET_P\WT_CM-100 (MARKING).dwg Last Save: 2/23/2024 3:04 PM Last saved by: WUHaley
Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:26 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-103



MATCHLINE SHEET CM-105



LEGEND	
	RUNWAY CENTERLINE
	PROPOSED YELLOW MARKINGS
	PROPOSED WHITE MARKINGS

NOTES:

- SHEET INTENDED TO BE PRINTED IN COLOR.
- THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
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REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

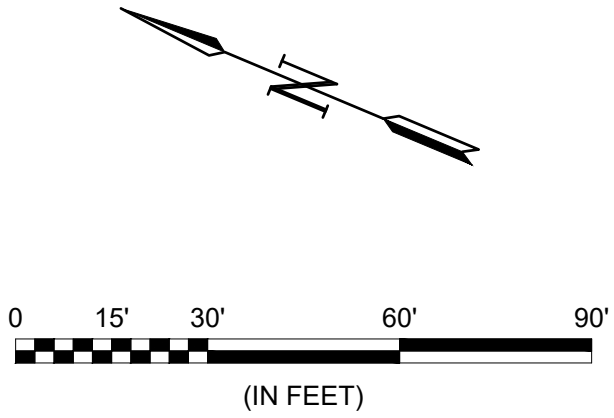
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-104

SHEET
NUMBER **20**

File: L:\2023\A01-2302455 - EET Shelby RW Pavement Maintenance\Drawings\EET_P\MT_CM-100 (MARKING).dwg Last Save: 2/23/2024 3:04 PM Last saved by: WUHaley
Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:26 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-104



LEGEND

RUNWAY CENTERLINE

PROPOSED YELLOW MARKINGS

PROPOSED WHITE MARKINGS

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
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ALABAMA

LICENSED

William U. Haley

No. 58010

PROFESSIONAL

ENGINEER

William U. Haley

Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-105

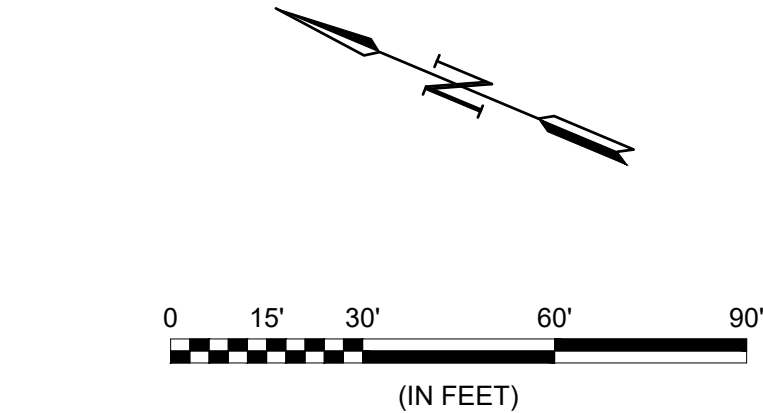
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Last plotted by: Hailey, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:26 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-105



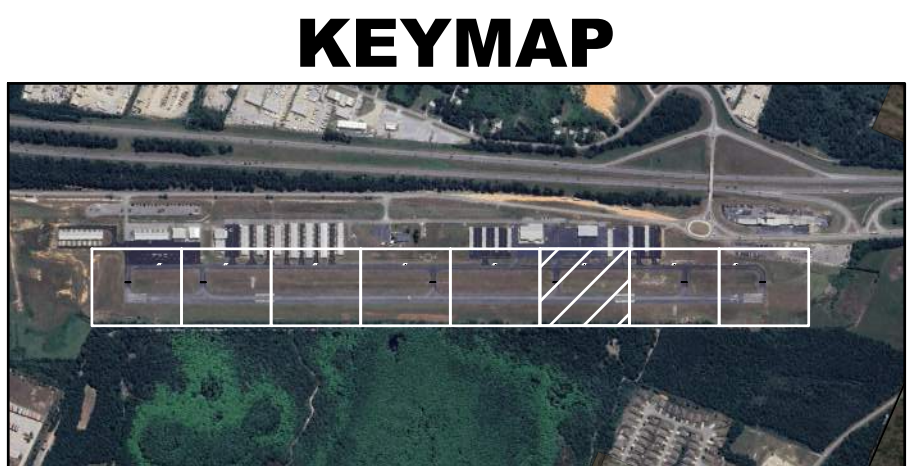
MATCHLINE SHEET CM-107



LEGEND	
	RUNWAY CENTERLINE
	PROPOSED YELLOW MARKINGS
	PROPOSED WHITE MARKINGS

NOTES:

- SHEET INTENDED TO BE PRINTED IN COLOR.
- THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
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Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-106

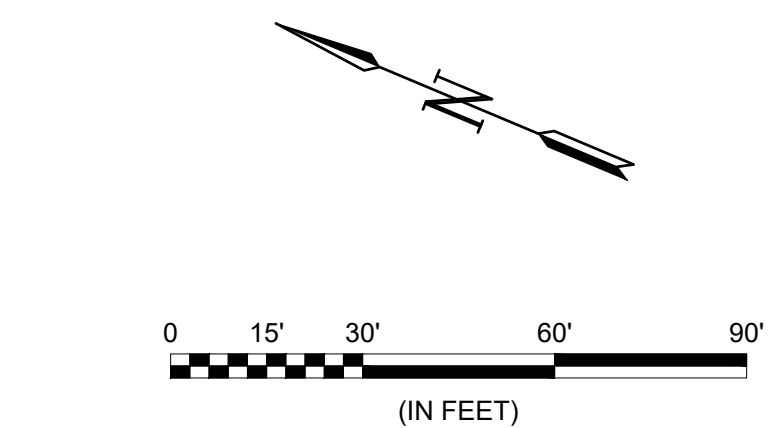
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NUMBER **22**

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Last plotted by: Haley, William U. (VII) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:27 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-106



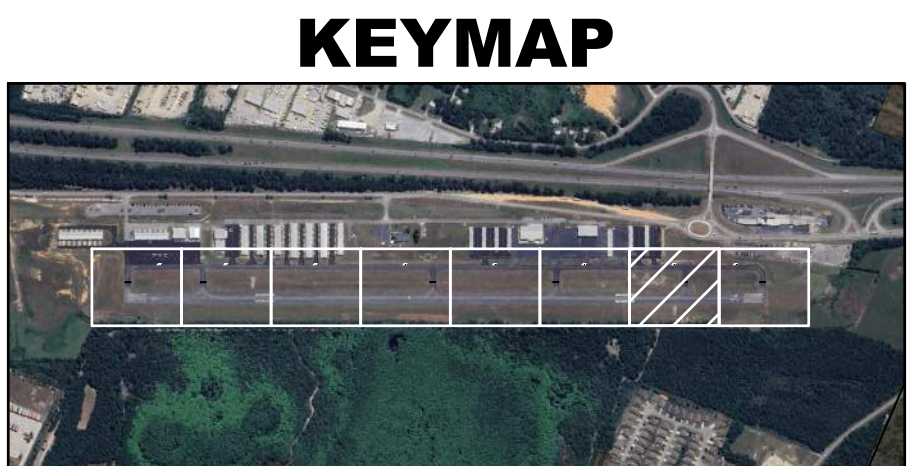
MATCHLINE SHEET CM-108




LEGEND	
	RUNWAY CENTERLINE
	PROPOSED YELLOW MARKINGS
	PROPOSED WHITE MARKINGS

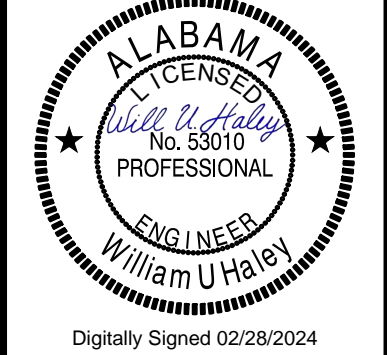
NOTES:

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Alabama
LICENSED
Professional Engineer
William U. Haley
No. 38010
Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

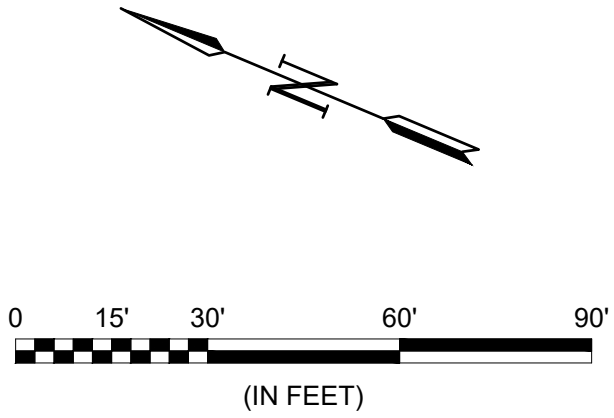
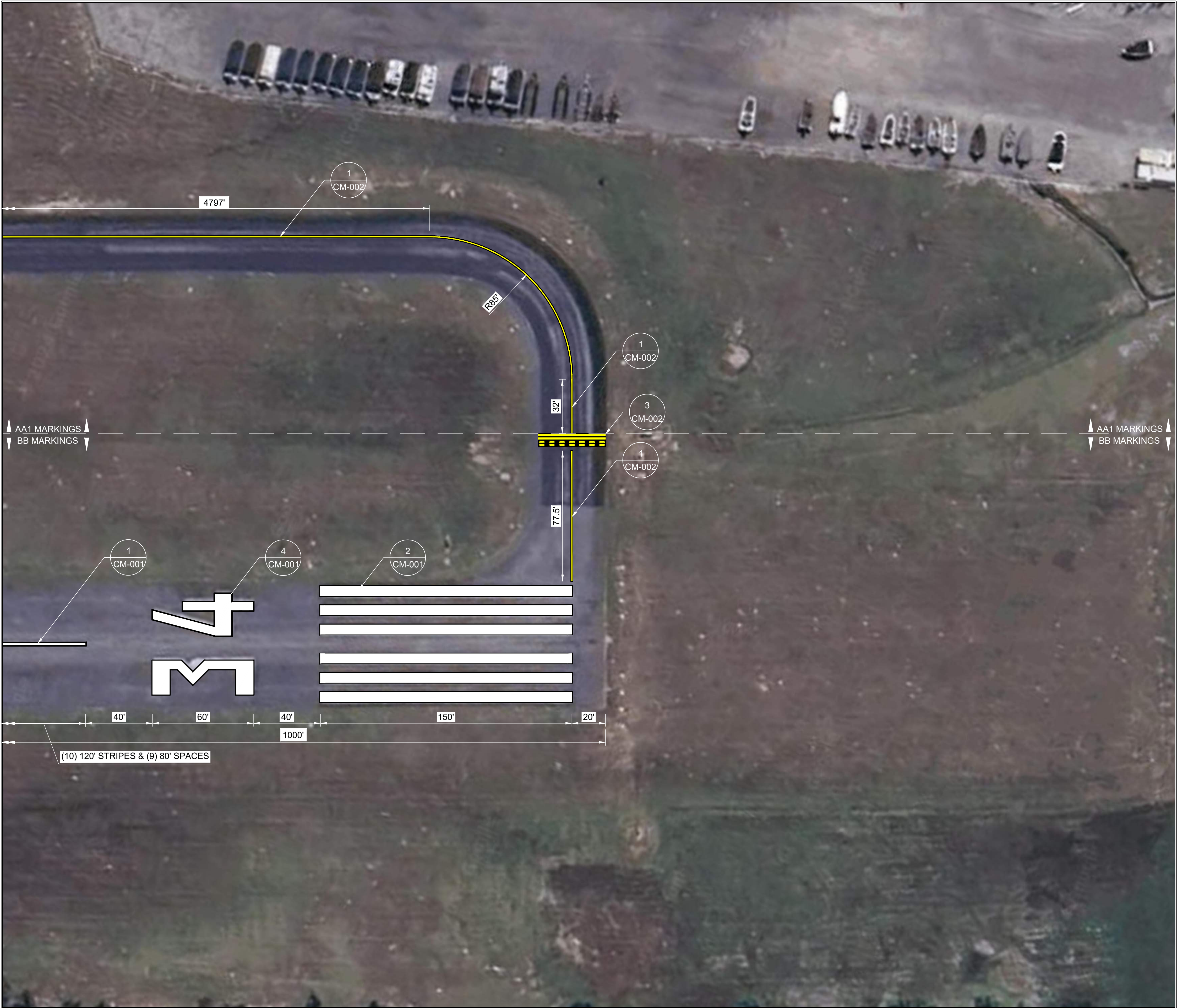
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-107

SHEET
NUMBER **23**

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Last plotted by: Haley, William U. (WU) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 2/23/2024 3:27 PM Plotter used: AutoCAD PDF (General Documentation).pc3

MATCHLINE SHEET CM-108



LEGEND


RUNWAY CENTERLINE

PROPOSED YELLOW MARKINGS

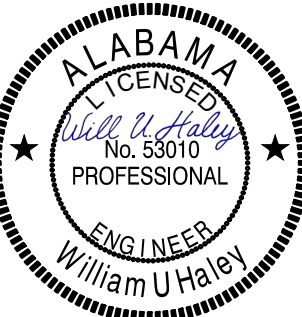
PROPOSED WHITE MARKINGS

- NOTES:
- SHEET INTENDED TO BE PRINTED IN COLOR.
 - THE CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE OF THE PROJECT LIMITS WHICH ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS. REPAINTING OF DAMAGED AREAS WILL BE AT THE CONTRACTOR'S EXPENSE.
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Alabama
LICENSED
Professional Engineer
William U. Haley
No. 53010
Digitally Signed 02/28/2024

REV.	DATE	DESCRIPTION	BY

SHELBY CO. AIRPORT
SHELBY COUNTY, ALABAMA

RUNWAY 16/34
PAVEMENT MAINTENANCE

MARKING PLAN

JOB NO.: 2302455
DATE: FEB. 2024
DESIGNED BY: WUH
DRAWN BY: WUH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
CM-108

SHEET
NUMBER **24**