

**Anywhere International Airport**

Design, & Construction

Airport Wide Safety and Security Improvements - Phase 1

CONTRACT NO. 11111.2.

PROJECT MANUAL

BIDDING & CONTRACTING REQUIREMENTS

January 8, 2025

RESPONSES MUST BE SUBMITTED ELECTRONICALLY AT:

https://example.com.demo.com/portal/aiaconstruction

**DOCUMENT 00 01 10**

**TABLE OF CONTENTS**

**Division Document Title**

**Appendices Forms**

Attachments .

**Division 00 Bidding and Contracting Requirements**

00 01 10 Table of Contents

00 01 11 Certification Page

00 01 15 List of Drawings, Tables, and Schedules

00 11 13 Advertisement For Bids

00 21 13 Instructions to Bidders

00 21 13AppA Vendor Questionnaire

00 21 13AppB Supplementary Bidding Forms Checklist

00 31 00 Reference Documents

00 41 00 Bid Form

00 42 54 Acknowledgment of Receipt of Addenda

00 43 11 Contract Monitoring Division Forms

00 43 36 Contractor/Subcontractor List

00 43 36.03 Subcontractor List for Alternate Work

00 43 40 Request for Trade Exemption Form

00 43 43 Highest Prevailing Wage Rate Certification

00 43 44 Certificate of Bidder Regarding Apprenticeship Training Program

00 43 45 Certificate of Subcontractor Regarding Apprenticeship Training Program

00 45 13 Bidder's Qualifications Statement

00 45 14 Certification of Bidder Regarding Debarment and Suspension

00 45 15 Certification of Subcontractor, Lower-Tier Subcontractor, or Supplier Regarding...

00 45 19 Non-Collusion Affidavit

00 45 36 Certificate of Bidder Regarding Non-Discrimination in Contracts and Benefits

00 45 49 Citybuild/First Source Referral Program Certification

00 52 00 Agreement

00 54 15 Escrow Bid Documents

00 54 33 Digital Data Release

00 54 39 Contract Time and Liquidated Damages

00 61 00 Bid Bond

00 61 13 Performance Bond & Payment (Labor and Material) Bond

00 61 26 Irrevocable Standby Letter of Credit

00 62 76.19 Escrow Agreement for Security Deposits in Lieu of Retention

00 62 76.21 Escrow Bid Documents Declaration

00 62 93 Equipment Suppliers List

00 62 96 Experience Statement

00 63 25 Requests for Product Substitution

00 63 66 Subcontracting Request

00 65 19 Final Settlement and Release of Claims

00 72 00 General Conditions

00 73 00 Supplementary Conditions

00 73 00.03 Permits and Agreements

00 73 16 Insurance Requirements

00 73 63 Customs Security Area Requirements

00 73 72 Civil Rights - General and Title VI Assurance Provisions and Certification

00 73 73 Statutory Requirements

00 73 77 Local Hiring Requirements (For AIA Construction - >$600,000)

00 73 79 Citybuild/First Source Referral Program

00 91 13 Addendum

**Division 01 General Requirements**

01 11 00 Scope of Work

01 21 00 Allowances

01 29 00 Measurement and Payment

01 31 13 Work Coordination

01 31 13.50 Mechanical and Electrical Coordination

01 31 19 Project Meetings

01 31 30 Job Site Administration

01 31 33 Partnering Requirements

01 32 00 Work Schedules and Reports

01 32 23 Field Survey

01 33 00 Submittals

01 35 12 Sustainable Project Requirements

01 35 13 Special Project Procedures

01 35 23 Safety

01 35 24 Demolition Health and Safety

01 35 43.01 Demolition

01 35 43.07 Recovery, Reuse, and Recycling Requirements

01 35 43.13 Asbestos Remediation

01 35 43.14 Lead Remediation

01 35 43.15 PCB Remediation

01 35 53 Security

01 41 00 Regulatory Requirements

01 41 13 Regulatory Requirements, References, Definitions, and Acronyms - Hazardous Materials

01 42 00 References

01 51 00 Temporary Utilities

01 52 13 Field Offices and Sheds

01 53 00 Temporary Construction

01 54 00 Construction Aids

01 55 00 Access Roads and Parking Areas

01 55 26 Traffic Regulation

01 56 00 Barriers and Enclosures

01 57 00 Temporary Controls

01 58 00 Project Identification and Signs

01 60 00 Material and Equipment

01 62 00 Product Options and Substitutions

01 71 13 Mobilization

01 71 23 Field Engineering

01 73 29 Cutting and Patching

01 78 00 Contract Closeout

01 78 23 Equipment Inventory

01 78 36 Warranties

01 78 39 Project Record Documents

01 86 26 Energized Work

01 91 00 Facility Startup

01 91 13.01 General Commissioning Requirements

# Appendices Forms

# Division 00 Bidding and Contracting Requirements

## DOCUMENT 00 01 10 Table of Contents

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Division** | **Section** | **Title** |
|  |  |  |
| **02** |  | **EXISTING CONDITIONS** |
|  | 02 41 19.16 | Interior Selective Demolition |
|  |  |  |
| **05** |  | **METALS** |
|  | 05 50 20 | Interior Metal Fabrications |
|  | 05 70 00 | Decorative Metals |
|  |  |  |
| **06** |  | **WOOD** |
|  | 06 10 53 | Miscellaneous Rough Carpentry |
|  |  |  |
| **07** |  | **THERMAL AND MOISTURE PROTECTION** |
|  | 07 92 50 | Interior Joint Sealants |
|  | 07 95 13.13 | Interior Expansion Joint Cover Assemblies |
|  |  |  |
| **08** |  | **OPENINGS** |
|  | 08 11 13 | Hollow Metal Doors and Frames |
|  | 08 33 23 | Overhead Coiling Grilles |
|  | 08 71 00 | Door Hardware |
|  | 08 71 00.10 | Hardware Schedule |
|  | 08 80 00 | Interior Glazing |
|  | 08 87 33 | Glazing Films |
|  |  |  |
| **09** |  | **FINISHES** |
|  | 09 22 16 | Interior Non-Structural Metal Framing |
|  | 09 29 00 | Gypsum Board |
|  | 09 66 25 | Resinous Matrix Terrazzo Flooring Repair |
|  | 09 77 30 | Phenolic Wall Panel System |
|  | 09 91 20 | Interior Painting and Coating |
|  |  |  |
| **26** |  | **ELECTRICAL** |
|  | 26 05 00 | General Electrical Requirements |
|  | 26 05 01 | Basic Materials & Methods |
|  | 26 05 05 | Selective Demolition for Electrical |
|  | 26 05 19 | Low-Voltage Electrical Power Conductors and Cables |
|  | 26 05 23 | Control-Voltage Electrical Power Cables |
|  | 26 05 26 | Grounding and Bonding for Electrical Systems |
|  | 26 05 29 | Hangers and Supports for Electrical Systems |
|  | 26 05 33 | Raceway and Boxes for Electrical Systems |
|  | 26 05 34 | Conduit, Raceways and Fittings |
|  | 26 05 44 | Sleeves and Sleeve Seals for Electrical Raceways and Cabling |
|  | 26 05 48 | Vibration and Seismic Controls for Electrical Systems |
|  | 26 05 53 | Identification for Electrical Systems |
|  | 26 27 16 | Cabinets and Enclosures |
|  | 26 28 00 | Switches and Circuit Breakers |
|  | 26 28 16 | Enclosed Switches and Circuit Breakers |
|  | 26 50 00 | Lighting |
|  |  |  |
| **27** |  | **COMMUNICATIONS** |
|  | 27 00 00 | Communications General Requirements |
|  | 27 05 26 | Grounding and Bonding for Communication Systems |
|  | 27 05 29 | Hangers and Supports for Communication Systems |
|  | 27 05 33 | Conduits and Back Boxes for Communication Systems |
|  | 27 05 53 | Identification for Communication Systems |
|  | 27 11 19 | Communications Termination Blocks and Patch Panels |
|  | 27 15 13 | Communications Copper Horizontal Cabling |
|  | 27 15 43 | Communications Faceplates and Connectors |
|  | 27 16 19 | Communications Patch Cords, Station Cords, and Cross Connect Wire |
|  |  |  |
| **28** |  | **ELECTRONIC SAFETY AND SECURITY** |
|  | 28 00 05 | Security Systems Description |
|  | 28 00 10 | Security General |
|  | 28 00 90 | Commissioning of Security Systems |
|  | 28 10 00 | Access Control System |
|  | 28 11 00 | Closed Circuit Television Systems |
|  | 28 31 00 | Fire Detection and Alarm |
|  |  |  |

**END OF DOCUMENT**

## DOCUMENT 00 01 11 Certification Page

Various portions of the Specifications and other Contract Documents for Project Airport Wide Safety and Security Improvements - Phase 1, Anywhere International Airport Contract No. 11111.2., have been prepared under the direction of the following design professionals, licensed in the State of State.

ARCHITECT  
Name: John Doe  
Company: Anywhere International Airport - Design & Construction

|  |
| --- |
|  |

ELECTRICAL ENGINEER  
Name: John Doe  
Company: Company Name

|  |
| --- |
|  |

**END OF DOCUMENT**

## DOCUMENT 00 01 15 List of Drawings, Tables, and Schedules

|  |  |
| --- | --- |
| **SHEET NUMBER** | **TITLE** |
| G0.00 | COVER SHEET |
| G0.01 | Anywhere MUNICIPAL GS-6 FORM |
| G0.02 | CALGREEN CHECKLISTS |
| A0.01 | SYMBOLS LEGEND, ABBREVIATIONS AND GENERAL NOTES |
| A1.01 | KEY PLAN - LEVEL 1 |
| A1.02 | KEY PLAN - LEVEL 2 |
| A1.03 | KEY PLAN - LEVEL 3 |
| A1.04 | KEY PLAN - LEVEL 4 |
| A5.01 | INTERIOR ELEVATIONS |
| A5.02 | SECTIONS |
| A6.01 | REFLECTED CEILING PLANS - LEVEL 1 |
| A6.02 | REFLECTED CEILING PLANS - LEVEL 2 |
| A6.03 | REFLECTED CEILING PLANS - LEVEL 3 |
| A6.04 | REFLECTED CEILING PLANS - LEVEL 4 |
| A9.01 | STANDARD WALL AND FRAMING DETAILS |
| A9.02 | STANDARD WALL AND FRAMING DETAILS |
| A9.03 | DOOR SCHEDULE AND DETAILS |
| A9.04 | INTERIOR DETAILS |
| A9.05 | INTERIOR DETAILS |
| A9.06 | INTERIOR DETAILS |
| E0.01 | GENERAL NOTES, SYMBOL LEGEND, ABBREVIATIONS, FIXTURE & PANEL SCHEDULES |
| E1.01 | KEY PLAN - LEVEL 1 |
| E1.02 | KEY PLAN - LEVEL 2 |
| E1.03 | KEY PLAN - LEVEL 3 |
| E1.04 | KEY PLAN - LEVEL 4 |
| ED2.02 | DEMOLITION FLOOR PLANS - LEVEL 2 |
| ED2.03 | DEMOLITION FLOOR PLANS - LEVEL 3 |
| E2.01 | ELECTRICAL FLOOR PLANS - LEVEL 1 |
| E2.02 | ELECTRICAL FLOOR PLANS - LEVEL 2 |
| E2.03 | ELECTRICAL FLOOR PLANS - LEVEL 3 |
| E2.04 | ELECTRICAL FLOOR PLANS - LEVEL 4 |
| E3.01 | ELECTRICAL FLOOR PLANS - LEVEL 1 |
| E3.02.1 | ELECTRICAL FLOOR PLANS - LEVEL 2 |
| E3.02.2 | ELECTRICAL FLOOR PLANS - LEVEL 2 |
| E3.03 | ELECTRICAL FLOOR PLANS - LEVEL 3 |
| E5.01 | SECURITY DETAIL TYPE AV |
| E5.02 | SECURITY DETAIL TYPE AQ |
| E5.03 | SECURITY DETAIL TYPE BR |
| E5.04 | SECURITY DETAIL TYPE BP |
| FA0.01 | FIRE ALARM SYSTEM GENERAL NOTES, SYMBOL LEGEND & DETAILS |
| FA2.01 | FIRE ALARM SYSTEM FLOOR PLANS - LEVEL 1 |

**END OF DOCUMENT**

## DOCUMENT 00 11 13 Advertisement For Bids

### 1.01. ADVERTISEMENT FOR BIDS

Contract Number:  11111.2.  
Project Title:           Airport Wide Safety and Security Improvements - Phase 1

### 1.02. VIRTUAL PRE-BID MEETING:

A virtual pre-bid meeting will be held at 10:00 am, Pacific Time, on  Wednesday, January 22, 2025, using Microsoft Teams video conferencing. Participation in the virtual pre-bid meeting is not mandatory but recommended.

To participate in the virtual pre-bid meeting using Microsoft Teams or Microsoft Teams web app, please use the following link: https://example.com .

To join by phone, call 123 456 7890 and use the Conference ID: 123 456 7890#.

### 1.03. VIRTUAL BID OPENING:

Bidders shall submit their Bids through the Airport's e-Procurement portal found at [https://example.com/portal/aiaconstruction](https://example.com/). Bids must be received by the Airport no later than 2:00 pm, Pacific Time, on Wednesday, February 5, 2025. Completed Bids and required documents must be uploaded in Portable Document Format (PDF). Bids received after the Bid opening time will not be considered. All details for the preparation of Bids are set forth in Document 00 21 13 (Instructions to Bidders).

Bidders shall transmit their original Bid Form (Document 00 41 00) and Bid security by U.S. Mail in a sealed envelope addressed to John Doe, Contract Administrator, Anywhere International Airport, P.O. Box 8097, Anywhere, State 11111, **postmarked no later than the Bid opening date.**

Bids will be opened and read virtually using Microsoft Teams video conferencing.

To participate in the virtual Bid opening using Microsoft Teams or Microsoft Teams web app, please use the following link: https://example.com.

To join by phone, call 123 456 7890 and use the Conference ID: 123 456 7890#.

The Airport Commission specifically reserves the right, in its sole discretion, to reject any or all Bids or to waive technical defects in bidding. Bidders are solely responsible for the cost of preparation of Bids.

### 1.04. PROJECT SITE VISIT:

A Site visit is available **immediately after the pre-bid meeting**.

Due to limited space, be sure to contact the Airport Contract Manager to reserve attendance for the Site visit no later than **3** calendar days prior to the pre-bid meeting. Attendance at the Site visit may be denied if advance notice is not provided.

### 1.05. PROJECT DESCRIPTION:

Furnish and install control measures to reduce safety and security risks to Airport guests and workers at the International Terminal. Control measures include new enclosures, roll-up security grilles, doors, door hardware, door alarms, security cameras, and security access control card readers.

### 1.06. CONTACT INFORMATION

**CONTRACT MANAGER:**

    John Doe  
    123 456 7890  
    john.doe@example.com

**CONTRACT ADMINISTRATOR:**

    John Doe  
    123 456 7890  
    john.doe@example.com

### 1.07. CONTRACT DURATION:

The Contract Time is 270 total consecutive calendar days after the effective date indicated in the Notice to Proceed.

### 1.08. ESTIMATED COST OF CONSTRUCTION:

The estimated cost of construction is $1,500,000 - $1,650,000.

### 1.09. LICENSE REQUIREMENTS:

A State Class “Prime Contractor requirement Class "B", Prime or Subcontractor for low-voltage Class "C-7", Prime or Subcontractor for electrical Class "C-10", Prime or Subcontractor for fire alarm Class "C-10"” Contractor’s License is required at the time of Bid.

### 1.10. CONTRACT MONITORING DIVISION REQUIREMENTS:

Obtain the Contract Monitoring Division (CMD) Attachment 1 – Requirements for Construction Contracts. Refer to Document 00 43 11 (Contract Monitoring Division Forms). Inquiries concerning CMD requirements and CMD forms should be directed toJohn Doe, CMD Contract Compliance Officer for the Airport, by telephone at 123 456 7890 or by email at john.doe@example.com.

Bid discounts may be applied in accordance with Anywhere Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance.

The Local Business Enterprise (LBE) subcontracting requirement is 20%. The LBE subcontracting requirement can only be met with Anywhere CMD certified Small LBEs or Micro-LBEs. PUC-LBEs and SBA-LBEs cannot be counted towards meeting the LBE subcontracting requirement.

All Bidders shall submit documented Good Faith Outreach efforts with their Bids as directed on CMD Form 2B, except those who exceed the above-stated subcontracting requirement by 35%. Refer to CMD Attachment 1. Failure to comply with Good Faith Outreach efforts can result in deeming a Bid non-responsive and ineligible for Contract award.

### 1.11. BID DOCUMENTS:

Contract Documents, plan holders lists, Addenda, and Bid results will be available to download at no cost from the Airport's e-Procurement portal.

### 1.12. BID SECURITY:

Pursuant to Anywhere Administrative Code Section 6.21(a)(4), Bidder must submit a corporate surety bond or an irrevocable standby letter of credit on forms provided by the Airport, or a certified check in an amount equal to 10% of amount bid, including all allowances and Alternates, if applicable, with its Bid.

### 1.13. CONTRACT REQUIREMENTS (See Project Manual for complete list):

In accordance with Anywhere Administrative Code Chapter 6, Public Works Contracting Policies and Procedures, no Bid is accepted, and no contract in excess of the Threshold Amount (currently $1,170,000) is awarded, by the City and County of Anywhere until such time as the Airport Commission approves the contract for award. Pursuant to Anywhere Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

### 1.14. BONDS:

Anywhere Administrative Code Section 6.22(a) requires all construction contracts awarded by the City and County of Anywhere in excess of $25,000 to include performance and payment bonds. The bonds shall each be in an amount equal to 100% of the Contract Sum. For information on the City’s Surety Bond Program visit [https://example.com](https://example.com/).

### 1.15. INSURANCE:

Contractor shall maintain the insurance coverage as required under Article 10 of Document 00 72 00 (General Conditions) and Document 00 73 16 (Insurance Requirements).

### 1.16. WAGES:

Minimum wage rates for this Project must comply with the current General Prevailing Wage as determined by the State Department of Industrial Relations (DIR). Minimum wage rates other than applicable General Prevailing Wage must comply with Anywhere Administrative Code Chapter 12P, Minimum Compensation.

This Contract is subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and the Anywhere Office of Labor Standards Enforcement.

No Contractor or Subcontractor may be listed in a bid for a public works project unless registered with the DIR per State Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under State Labor Code Section 1771.1(a)].

### 1.17. LABOR PEACE/CARD CHECK RULE:

In submitting a Bid, Bidder agrees that if awarded the Contract it will comply with the requirements of the Airport Commission’s Rules and Regulations, Rule 12.1, Labor Peace/Card Check Rule. A copy of the Airport Commission’s Rules and Regulations can be found at: [http://example.com](http://example.com/).

### 1.18. LIMITATIONS ON COMMUNICATIONS:

From the date this Advertisement for Bids is issued until the date the competitive process for this Advertisement for Bids is completed (either by cancellation of the Advertisement for Bids or by final action of the Airport Commission), Bidders and prospective Bidders, Subcontractors, vendors, and/or their representatives or other interested parties, shall communicate soley with the Airport Contract Administrator to request Bid Documents, submit a question on Bid Documents, and otherwise obtain general information about this Contract that is available or will be made available to all Bidders.

Any attempt to communicate with or solicit any person involved in the evaluation, selection, award, or approval process, except as instructed in Document 00 21 13 (Instructions to Bidders), is prohibited. The persons with whom communication is prohibited includes, but is not limited to, any City and County of Anywhere elected official, member of the Airport Commission, or City or Airport Commission personnel. Failure to comply with this communications protocol of this Advertisement for Bids shall, at the sole discretion of the Airport, result in the disqualification of the Bidder or prospective Bidder from the competitive process. Prohibited communications made on behalf of a Bidder or prospective Bidder shall be imputed to the Bidder. This protocol does not apply to communications with the City regarding business not related to this Advertisement for Bids.

### 1.19. DEBARMENT AND SUSPENSION

Bidders are advised that this Contract is subject to the provisions of Anywhere Administrative Code Chapter 28, Administrative Debarment Procedure. Anywhere Administrative Code Section 28.11 prohibits any Subcontractor, of any tier, or Supplier that is subject to an Order of Debarment or Order of Suspension issued by the City from participating in the procurement process for this Contract. Bidders are advised that any participation in the Bid by a Subcontractor or Supplier subject to an Order of Debarment or Order of Suspension issued pursuant to Anywhere Administrative Code Chapter 28 may make the submission non-responsive.

Any Order of Debarment or Order of Suspension issued pursuant to Chapter 28 of the Anywhere Administrative Code shall be a public record. Chapter 28 requires the City’s Office of the Controller to maintain a list of such contractors subject to Orders of Debarment or Orders of Suspension. The debarred or suspended contractor list is available on the City’s Controller website at [https://example.com](https://example.com/).

### 1.20. HOW TO REGISTER AS A CITY SUPPLIER

The following requirements pertain only to Proposers not currently registered with the City as a Supplier. There is no requirement to be a City Supplier to submit a Proposal.

•    Step 1: Register as a BIDDER at City’s Supplier Portal: [https://example.com](https://example.com/)

•    Step 2: Follow the instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector’s Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

**City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector’s Office at 123 456 7890 or, if calling from within the City and County of Anywhere, 311.

**Equal Benefits Program Inquiries:** For questions concerning the Anywhere Labor and Employment Code Articles 131 and 132, go to [www.sfgov.org/cmd](https://example.com/).

### 1.21. NOTICE OF NEW REQUIREMENTS:

Bidders are advised of the following new requirements used in this Contract:

* Civil Rights – General and Title VI Assurance Provisions and Certification  
    
  There are two separate civil rights provisions that apply to all City projects in support of Airport contracts, regardless of funding source. Further, these provisions flow down and apply to all subcontracts and lower-tier agreements:  
    
  1.    FAA General Rights Provision; and  
  2.    Title VI provisions.  
    
  Effective April 1, 2024, Proposers must submit with their Proposal a signed original of Document 00 73 72 (Civil Rights – General and Title VI Assurance Provisions and Certification) certifying that they have read and understand these provisions and will ensure they are included in subcontracts.

**END OF DOCUMENT**

## DOCUMENT 00 21 13 Instructions to Bidders

### 1.01. CONTENTS

1.02     DEFINITIONS  
1.03     DRAWING INDEX  
1.04     BIDDING CONTACT INFORMATION  
1.05     LIMITATIONS ON COMMUNICATIONS  
1.06     ISSUANCE OF BID DOCUMENTS  
1.07     EXAMINATION OF BID DOCUMENTS AND SITE  
1.08     BID SECURITY  
1.09     QUESTIONS AND ADDENDA  
1.10     STATUTORY BIDDING REQUIREMENTS  
1.11     BIDDER QUALIFICATIONS  
1.12     DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS  
1.13     LOCAL BUSINESS ENTERPRISE PROGRAM  
1.14     LOCAL HIRING REQUIRMENTS  
1.15     ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA  
1.16     BID FORM  
1.17     SUBMISSION AND OPENING OF BIDS  
1.18     INFORMATION TO BE SUBMITTED AFTER BID OPENING  
1.19     WITHDRAWAL OR REVISION OF BID  
1.20     BID PROTESTS  
1.21     AWARD OF CONTRACT  
1.22     CONTRACT SECURITY  
1.23     EXECUTION OF CONTRACT

### 1.02. DEFINITIONS

1. The Bid Documents consist of the Advertisement for Bids, Instructions to Bidders, the Bid and all accompanying Bid forms, Bid security or bond, Contract Monitoring Division (CMD) employment requirements, Drawings, Project Manual, and all Addenda issued prior to the Bid opening date.
2. Addenda are written or graphic instruments issued by the Airport prior to the Bid opening date which modify or interpret the Bid Documents by additions, deletions, or other changes.
3. A Bid is a complete and properly executed offer, submitted in accordance with the Bidding requirements, to provide products and services and to perform the Work in accordance with the requirements of the Contract Documents.
4. The Total Bid Price is the sum stated in the Bid for which Bidder offers to perform the Work described in the Bid Documents, and it shall include the total cost of all allowances and Alternates, if any, for all of the Work necessary to complete the Project in accordance with the requirements of the Contract Documents.
5. A Bidder is a person or entity who submits a Bid.
6. All definitions set forth in Document 00 72 00 (General Conditions) and in other Contract Documents are applicable to the Bid Documents.

### 1.03. DRAWING INDEX

See Document 00 01 15 (List of Drawings, Tables, and Schedules).

### 1.04. BIDDING CONTACT INFORMATION

1. For all questions on the Bid Documents, contact the Contract Administrator:   
        John Doe  
        Anywhere International Airport   
        123 456 7890  
        john.doe@example.com
2. Inquiries concerning CMD bid documents and submittal requirements should be directed to John Doe, CMD Contract Compliance Officer for the Airport, by telephone at 123 456 7890 or by email at john.doe@example.com.

### 1.05. LIMITATIONS ON COMMUNICATIONS

1. From the date the Advertisement for Bids is issued until the date the competitive process for the Advertisement for Bids is completed (either by cancellation of the Advertisement for Bids or by final action of the Airport Commission), Bidders and prospective Bidders, Subcontractors, vendors, and/or their representatives or other interested parties, shall communicate soley with the Airport Contract Administrator to request Bid Documents, submit a question on Bid Documents, and otherwise obtain general information about this Contract that is available or will be made available to all Bidders.
2. Any attempt to communicate with or solicit any person involved in the evaluation, selection, award, or approval process, except as instructed in this Document, is prohibited. The persons with whom communication is prohibited includes, but is not limited to, any City and County of Anywhere elected official, member of the Airport Commission, or City or Airport Commission personnel. Failure to comply with this communications protocol of the Advertisement for Bids shall, at the sole discretion of the Airport, result in the disqualification of the Bidder or prospective Bidder from the competitive process. Prohibited communications made on behalf of a Bidder or prospective Bidder shall be imputed to the Bidder. This protocol does not apply to communications with the City regarding business not related to the Advertisement for Bids.

### 1.06. ISSUANCE OF BID DOCUMENTS

Bid Documents are available to download at no cost from the Airport's e-Procurement portal.

### 1.07. EXAMINATION OF BID DOCUMENTS AND SITE

1. Before submitting a Bid, if a Bidder objects on any grounds to any specification or legal requirement imposed by this Document, Bidder shall provide written notice to the Contract Administrator setting forth with specificity the grounds for the objection. The failure of a Bidder to object in the manner set forth in this Paragraph shall constitute a complete and irrevocable waiver of any such objection.
2. Before submitting a Bid, Bidder shall carefully examine the Bid Documents, visit the Site, and fully inform itself of existing conditions and limitations, including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding of the materials to be furnished, Work to be performed or of actual conditions at the Site, it being understood that the tender of a Bid carries with it the agreement to complete all Work and comply with all conditions specified herein and indicated in the Bid Documents.
3. All special Site access for facility inspection and subsurface investigations shall be requested, approved, and scheduled through the Contract Administrator.
   1. Persons requesting special Site access must identify the Bidder being represented.
   2. No discussion, dissemination of information, or clarification of the Bid Documents will be given during Site access. The Airport Contract Manager must accompany each person or group requesting special Site access.
   3. Site access is limited and must be scheduled seven calendar days in advance.
   4. No adjustment in the Contract Sum will be allowed because of a Bidder’s inability to gain access to the Site during the Bid period.
4. Reference Documents are available to Bidders as described in Document 00 31 00 (Reference Documents).
5. The submission of a Bid will constitute an incontrovertible representation by Bidder of the following:
   1. Bidder has complied with every requirement of this Article;
   2. The Bid Price is premised upon performing and furnishing the Work required by the Contract Documents without exception; and
   3. The Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work.

### 1.08. BID SECURITY

1. A Bid security in an amount equal to 10% of amount Bid, including all allowances and Alternates, if applicable, shall be submitted with each Bid.
2. The Bid security may be in the form of a notarized corporate surety bond, a certified check payable on sight to the City and County of Anywhere, or an irrevocable standby letter of credit, on a bank or trust company doing business and having an office in the State of State, having a combined capital and surplus of at least $50,000,000, and subject to supervision and examination by federal or state authority, as provided for in Anywhere Administrative Code Section 6.21(a)(4).
3. Document 00 61 00 (Bid Bond) shall be notarized and submitted unless the Bid is accompanied by a certified check or Document 00 61 26 (Irrevocable Standby Letter of Credit).

### 1.09. QUESTIONS AND ADDENDA

1. Prior to the Bid opening date, should a Bidder find discrepancies, ambiguities, or conflicts in the Bid Documents, or should there be doubt as to meaning of a provision or requirement, Bidder shall notify the Contract Administrator in writing at john.doe@example.com through the Airport's e-Procurement portal, no later than 10 Working Days before the Bid opening date.
2. If the City's response to a submission described in Paragraph 1.09A, above is not already contained in the current Bid Documents and resolution of the item is considered necessary by the City, then the City will, time permitting, issue a written response to all plan holders and post the response on the Airport's e-Procurement portal.
3. If the response requires a revision to the Bid Documents, the City will issue a written response in the form of an Addendum to all plan holders and post the response on the Airport's e-Procurement portal.
   1. Only responses contained in an Addendum will be binding.
   2. The Airport will not be responsible for oral explanations or interpretations of the Bid Documents.
4. The products specified in the Bid Documents establish a minimum standard of required type, function, quality, and may also specify manufacturer installer certifications. The proposed substitutions must meet or exceed these specifications to be considered acceptable to the Airport. To obtain acceptance of substituted products, Bidders shall submit Document 00 63 25 (Request for Product Substitution), together with supporting documentation required by Document 01 62 00 (Product Options and Substitutions), to the Contract Administrator no later than 10 Working Days prior to the Bid opening date.
   1. The burden of proof of the merit of the proposed substitute item is upon Bidder.
   2. The Airport’s decision of approval or disapproval of a proposed substitute item will be final.
   3. If the Airport approves a proposed substitute item, such approval shall be stated in writing and issued to all prospective Bidders as an Addendum.
5. Questions or requests for substitution received after the times stated above may not be answered or accepted.
6. A pre-bid meeting will be held at the place, date, and time specified in Document 00 11 13 (Advertisement for Bids) for discussion of the Contract Documents and specific Project requirements, and the City’s nondiscrimination and Local Hiring programs.

### 1.10. STATUTORY BIDDING REQUIREMENTS

1. Pursuant to Anywhere Administrative Code Section 6.21(a), Bidder must submit Document 00 43 36 (Contractor/Subcontractor List) with information about the Subcontractors that Bidder intends to employ to perform Work. Refer to Document 00 43 36 for further instructions.
2. Bidder shall provide proof that Bidder and all identified Subcontractors are currently registered with the State Department of Industrial Relations (DIR) under State Labor Code Section 1725.5.

### 1.11. BIDDER QUALIFICATIONS

1. Anywhere Administrative Code Chapter 6 prohibits the City from awarding a construction contract to a contractor that has not substantiated its record of safe performance on construction projects. Bidder shall complete the Safety Prequalification Web Form found on the Anywhere Public Utilities Commission (SFPUC) website to permit the City to evaluate this aspect of the Bidder’s responsibility.
   1. The Airport requires Bidders to complete the [Safety Prequalification Web Form](https://example.com/) prior to, or on, the Bid due date. Failure to timely complete the Safety Prequalification Web Form may render the Bid non-responsive and result in the rejection of the Bid.
   2. Bidder must pass Step 1 or Step 2 of the Safety Prequalification, or achieve a score of at least 150 points in Step 3 prior to the Airport considering a Bid complete.
2. Each Bidder shall furnish to the City satisfactory evidence of its competency to perform the proposed Work. Failure to timely provide and furnish complete information may result in a determination that Bidder is not responsible and result in the rejection of its Bid. No award will be made until a Bidder submits complete qualification information to the City.   
   To evaluate Bidder’s ability to perform the Work in accordance with the Contract Documents to the City’s satisfaction, the City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, Suppliers, key personnel, and other persons and organizations as the City deems necessary to assist in its evaluation of the Bid and to establish Bidder’s responsibility.
3. Bidder’s Qualification Statement. With its Bid, Bidder shall submit a completed Document 00 45 13 (Bidder’s Qualifications Statement) to demonstrate to the satisfaction of the City that Bidder meets the qualifications stated in the Bid Documents. If Bidder uses a Subcontractor’s qualifications or experience to meet any requirement listed below, Bidder must include a separate Document 00 45 13 for the Subcontractor(s).   
   Required qualifications and experience may be demonstrated by any combination of experience/qualifications possessed by a prime contractor, a joint venture (JV) partner, and/or a Subcontractor. If a Bidder uses a prime contractor’s or a JV partner’s experience/ qualifications to meet this requirement, Bidder must include the relevant information on Document 00 45 13 (Bidder’s Qualification Statement) (or on additional sheets, as necessary). If Bidder uses a Subcontractor to meet this requirement, Bidder must include the relevant information on Document 00 62 96 (Experience Statement).   
   The City will credit the experience of a Bidder’s senior management personnel toward the organizational/bidder qualification requirement with the following basic requirements:
   1. The individual in question must be an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm or JV member;
   2. The individual must not be designated to fill one of the key personnel positions identified in Paragraph 1.11E, below;
   3. Bidder must demonstrate, to the City’s satisfaction, that the individual’s prior experience with another firm/entity is predictive of Bidder’s performance under this Contract based on the individual’s present management role with the firm and the individual’s anticipated involvement in the management/supervision of the Work under this Contract; and
   4. The individual has been employed by or associated with the firm for a certain minimum period, usually at least one year prior to the Bid opening date.
4. The City will promptly notify the apparent low Bidder in writing if the City, after due investigation, has any reasonable objection to any person or entity proposed in response to Paragraph 1.11E and will request the apparent low Bidder to submit an acceptable substitute without an increase in price.
   1. If the apparent low Bidder declines or fails to make such substitution within five Working Days from the date of the City’s request, the City may proceed to award the Contract to the responsible Bidder who submitted the next lowest responsive Bid and proposes to use acceptable persons or entities. Declining to make requested substitutions may constitute, as determined by the City at its sole discretion, Bidder’s refusal to enter into the Contract.
   2. Any person or entity listed for whom the City does not make a written objection before award of the Contract will be deemed acceptable to the City, subject to revocation of such acceptance after the effective date of the Agreement as provided in Document 00 72 00 (General Conditions).
   3. No acceptance by the City of any such person or entity shall constitute a waiver of the right of the City to reject defective Work.
   4. In the event that Contractor seeks to substitute a key team member during the performance of the Contract, at least 10 Working Days prior to engaging the person, Contractor shall submit to the City Representative the qualifying experience of the key team member in compliance with Paragraph 1.11E. The substitution is subject to the review and approval of the City Representative. Failure to obtain the City Representative’s approval shall not constitute a cause for delay. In addition, the City may exercise its right to stop the Work under Paragraph 2.03 of Document 00 72 00 (General Conditions) until such time as Contractor engages the key team member possessing skills and qualifications acceptable to the City.
   5. The substitution of Subcontractors listed on Document 00 43 36 (Contractor/ Subcontractor List) who will perform services in excess of one-half of one percent of Contractor’s Total Bid Price shall be in accordance with State Public Contract Code § 4107.

### 1.11. E. Experience Statements

E.  **Experience Statements.** Within 10 Working Days after the Bid opening date, the apparent low Bidder, and any other Bidder requested by the City, shall submit a separate, completed Document 00 62 96 (Experience Statement), including additional sheets as necessary, to demonstrate to the satisfaction of the City the qualifications and experience of the key personnel identified below. Attach evidence of certifications and/or registrations as required in the Bid Documents.

     1.    **Contractor’s Project Manager:** experience managing day-to-day activities of at least five (5) years’ experience on electrical prime projects similar to the Work of this Contract, or as specified in the technical Specifications.

     2.    **Contractor’s General Construction Superintendent:** experience managing day-to-day onsite activities of at least five (5) years’ experience on projects similar to the Work of this Contract, or as specified in the technical Specifications.

     3.    **Contractor’s Project Safety Coordinator:** experience planning and implementing safety at work site's day-to-day activities of at least five (5) years’ experience on projects similar to the Work of this Contract, or as specified in the technical Specifications.

### 1.12. DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

1. Bidder shall complete and submit Document 00 45 14 (Certification of Bidder Regarding Debarment and Suspension) within 10 Working Days after the Bid opening date.
2. Bidder further agrees by submitting its Bid that it will require each of its Subcontractors, Lower-Tier Subcontractors, and Suppliers expected to have subcontracts of $25,000 or more to complete and submit to the City Document 00 45 15 (Certification of Subcontractor, Lower-Tier Subcontractor, or Supplier Regarding Debarment and Suspension), within 10 Working Days after the Bid opening date.
3. The inability of Bidder or its Subcontractors, Lower-Tier Subcontractors, or Suppliers to provide the above certifications will not necessarily result in denial of award of the Contract. In the event that Bidder or its Subcontractor, Lower-Tier Subcontractor, or Supplier is unable to provide such certification because it currently violates or has previously violated conditions of the certification, a description of each instance of violation and explanation shall be attached to its certification. The certification or explanation will be considered in connection with the City’s determination whether to award the Contract. However, failure of Bidder or its Subcontractors, Lower-Tier Subcontractors, or Suppliers to furnish a certification or an explanation may disqualify such Bidder from eligibility for award of the Contract.
4. Bidder agrees by submitting its Bid that, should the Contract be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by the City.
5. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “participant,” “person,” “principal,” “voluntary exclusion,” and “SAM Exclusions,” as used in this Article shall have the meanings set forth in the “Definitions” and “Coverage” sections of 2 CFR § 180 et seq., as amended from time to time.
6. If a participant enters into a covered transaction with another person at the next lower tier, the participant must verify that the person with whom it intends to do business is not excluded or disqualified. The participant may do this by: (i) collecting a certification from that person; or (ii) adding a clause or condition to the covered transaction with that person; or, if Federal funding is involved in the Project, (iii) checking the System for Award Management (“SAM”) Exclusions list. The participant may rely upon a certification of a Lower-Tier Subcontractor, or Supplier in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the SAM Exclusions list, compiled by the General Services Administration, which may be accessed at [https://example.com](https://example.com/).
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Article. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 1.11D, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to other remedies available, the City or other government agency may terminate this Contract for cause or default.

### 1.13. LOCAL BUSINESS ENTERPRISE PROGRAM

1. Bidder shall comply with all requirements of Anywhere Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and CMD Attachment 1 – Requirements for Construction Contracts. **Please read CMD Attachment 1 carefully and in its entirety.** A copy of CMD Attachment 1 and all forms are located in Document 00 43 11 (Contract Monitoring Division Forms). Bidder may also refer to the CMD website to download a copy of CMD Attachment 1: [https://example.com](https://example.com/).
2. The City strongly encourages Bids from qualified Local Business Enterprises (LBEs). Bid discounts may apply pursuant to Section 14B.7(E) of the Anywhere Administrative Code and Section 2.01 of CMD Attachment 1 - Requirements for Construction Contracts. Certified Small LBEs, Micro-LBEs, and SBA-LBEs, including certified non-profit organizations, may be eligible for an LBE bid discount if the LBE is certified by the Anywhere CMD in the type of work that is specified for the prime Bidder by the Airport.
3. The LBE Subcontractor participation requirement for this Contract is 20%. In accordance with Anywhere Administrative Code Section 14B.8(B), for the Bidder to be exempt from meeting the Good Faith Outreach effort requirements described in Paragraph 1.02B in CMD Attachment 1, the total amount of LBE participation must equal or exceed 27% (this percentage is the LBE sub requirement plus the 35% good faith exemption percentage).
   1. Pursuant to Anywhere Administrative Code Section 14B.9, Bidders are advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontract Work on this Contract is as follows:
      1. 11.6% MBE; 2.2% WBE; 6.2% OBE
   2. Bidders are further advised that they may not discriminate in the selection of Subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required Good Faith Outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.
4. An LBE Subcontractor must be certified by CMD in the scope of work that the prime Bidder is listing the LBE Subcontractor to perform to receive LBE credit. It is the Bidder’s responsibility to verify each LBE Subcontractor’s certification status, which can be done at the following link: [https://example.com](https://example.com/). LBEs must be certified by the Bid due date to receive LBE credit.
5. The City will monitor the quantities of Work and amounts paid therefor, dependent upon the method of construction and operations, for compliance with Contractor’s LBE subcontracting commitments established under the provisions of Part III of CMD Attachment 1.
6. Bidders are reminded of the rules applicable to subcontracting credit for Specially Manufactured Items; refer to CMD Attachment 1, Part III, Section 3.01B. Refer to Section 01 60 00 for a list of Specially Manufactured Items for this Project, if any.
7. Acceptance of Bids shall not constitute approval by the City of the list of subcontractors submitted with any Bid.  To obtain such approval, each Bidder and its subcontractors shall satisfactorily complete, execute, and submit all required CMD forms in a timely manner, and be in compliance with all other applicable provisions of the Contract Documents.
8. Submit the following forms with the Bid (refer to CMD Attachment 1):
   1. Section 00 43 36 – Proposed Subcontractors Form: To receive applicable Bid discount and to meet subcontracting participation requirement, Bidder shall complete and submit this Form with its Bid.  A LBE subcontractor must be certified by CMD in the scope of work that the prime Bidder is listing the LBE subcontractor to perform (e.g., C-31 Construction Zone Traffic Control) in order to receive LBE credit toward the LBE subcontracting participation requirement. Bidder’s responsibility to verify each LBE Subcontractor’s certification status, which can be done at the following link [https://example.com](https://example.com/). LBEs must be certified on the bid due date to receive LBE credit.
   2. FORM 2B: “Good Faith Efforts” Requirements Form (CMD 2B). All Bidders shall meet the specified LBE subcontracting participation requirement(s) and shall complete and submit Form 2B in accordance with the Form 2B instructions.   
      In accordance with Section 14B.8(B) of the Administrative Code, a Bidder must demonstrate its good faith efforts to meet the LBE subcontracting participation requirement(s), except those who exceed the sum of all the above stated LBE subcontracting participation requirement(s) by at least 35%. Such Bidder must also complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in the applicable section(s) of Form 2B with its bid. Failure to meet the LBE subcontracting participation requirement(s) and demonstrate/document adequate good faith efforts shall cause the bid to be determined non-responsive and rejected. Refer to Part IV of CMD Attachment 1.   
      If a Bidder exceeds the sum of the established LBE subcontracting participation requirement(s) by 35% or more, such Bidder is not required to conduct good faith efforts or to submit evidence of good faith efforts. Such Bidder shall complete and submit Form 2B with its bid as required by Form 2B instructions.
9. No later than 5 p.m. on the fifth business day after the date of Bid opening the apparent low Bidder, and any other Bidder so requested, shall submit completed and properly signed the following CMD Forms to the attention of the CMD Contract Compliance Officer identified in Key Contacts and Details Section 00 01 03.
   1. CMD Form 3: COMPLIANCE AFFIDAVIT
   2. CMD Form 6: CMD LBE SUBCONTRACTOR PARTICIPATION AFFIDAVIT
   3. CMD Form 6A: CMD LBE TRUCKING FORM (if applicable)
10. Failure to submit properly completed CMD Bid forms may render the Bidder non-responsive and may be cause for rejection of its Bid.

### 1.14. LOCAL HIRING REQUIREMENTS

1. The Anywhere Local Hiring Policy for construction contracts, Anywhere Administrative Code Section 6.22(g), will apply to this Contract. Refer to Document 00 73 77 (Local Hiring Requirements) for information regarding Local Hiring requirements, including but not limited to, Local Hiring forms that must be submitted after Contract award and prior to Notice to Proceed. In addition, the Anywhere Office of Employment and Workforce Development (LOREM) maintains a “Q&A” regarding the Policy, which is available on LOREM’s website at: [www.lorem.org](https://example.com/).
2. For projects estimated to cost in excess of $1,000,000, Bidder may submit a written request to the City seeking designation of one or more trades as project-specific “Specialized Trades.” Note that Bidders are not required to submit written requests for those trades already designated as Specialized Trades by LOREM (not project-specific) and listed on LOREM’s website at [www.lorem.org/local-hire](https://example.com/). The Local Hiring requirements will not apply to the LOREM-designated Specialized Trades or to LOREM-approved project-specific Specialized Trades.
3. Any written request seeking designation of one or more project-specific Specialized Trades must be submitted by Bidder to the Contract Administrator using Document 00 43 40 (Request for Trade Exemption Form). Completed Request for Trade Exemption Forms, including all required supplementary information, must be received by the Contract Administrator no later than 15 Working Days prior to the Bid opening date. Refer to Document 00 43 40 for supplementary information requirements.
4. The Contract Administrator will forward any completed Request for Trade Exemption Forms to LOREM for review and determination. Any request approved by LOREM will be recognized in an Addendum. The City will not consider incomplete Requests or Requests submitted after the deadline set forth above.

### 1.15. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Bidder shall acknowledge receipt of all Addenda by completing Document 00 42 54 (Acknowledgment of Receipt of Addenda) and submitting it with its Bid.

### 1.16. BID FORM

The Bid shall be submitted by the Bid opening date using Document 00 41 00 (Bid Form).

### 1.17. SUBMISSION AND OPENING OF BIDS

1. Bidder shall fill in all blanks as appropriate on Document 00 41 00 (Bid Form) and shall submit with its Bid the forms listed in Document 00 21 13.AppA (Bidding Forms Checklist). All forms must be properly completed and executed as needed.
2. Bidders shall submit their Bids through the Airport's e-Procurement portal found at: [https://example.com.demo.com/portal/aiaconstruction.](https://example.com/) **Bids must be received by the Airport by the date and time specified in the Advertisement for Bids.** Completed Bids and required documents must be submitted in Portable Document Format (PDF). Bids received after the Bid opening time will not be considered. If a Bidder submits multiple submissions prior to the Bid opening date and time, the Airport may only consider the most recent timely submission and disregard the other submissions.
3. Bidders shall transmit their original Bid Form (Document 00 41 00) and original Bid security by U.S. Mail in a sealed envelope addressed to John Doe Contract Administrator, Anywhere International Airport, P.O. Box 8097, Anywhere, State 11111, postmarked no later than Wednesday, February 5, 2025.
4. Bids that are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Bid or Bid Documents may be rejected as non-responsive, incomplete, or unqualified.
5. All Bid data, except signatures, shall be typed or printed legibly in ink. Mistakes may be crossed out and corrections inserted adjacent, with each correction initialed in ink by the signer of the Bid.
6. Each Bid shall show the full business address of the Bidder and be executed with its usual signature. A Bid by a partnership shall furnish the full names of all partners and shall be signed in the partnership name by one member of the partnership or by an authorized representative, followed by the signature and title of the person signing. A Bid by a corporation, with corporate seal affixed, shall be executed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature and title of the authorized person executing. The name and title of the person executing shall also be typed or printed below the signature. When required by the City, satisfactory evidence of the authority of the officer executing on behalf of the corporation shall be furnished. Bidder shall furnish satisfactory evidence that the Bidder is currently registered with the DIR as required by State Labor Code Section 1725.5.
7. Bids will be opened and read in public; subsequently, the City will furnish Bid tabulations on the Airport's e-Procurement portal.

### 1.18. INFORMATION TO BE SUBMITTED AFTER BID OPENING

1. The apparent low Bidder, and any other Bidder so requested, shall submit the forms listed in Paragraph A and B of Document 00 21 13.AppB (Supplementary Bidding Forms Checklist) by the deadlines Indicated. All forms must be properly completed and executed as needed.
2. Requests for Product Substitution: If the successful Bidder wishes to propose an “or equal” or other product substitution, said Bidder must make such request no later than 10 Working Days following the date of Contract award. Requests shall be granted or denied at the City’s sole discretion. Refer to Document 00 63 25 (Request for Product Substitution) and Document 01 62 00 (Product Options and Substitutions). The completed Document 00 63 25 (Requests for Product Substitution) shall be submitted to the Contract Administrator.

### 1.19. WITHDRAWAL OR REVISION OF BID

Any Bid may be withdrawn or revised prior to the Bid opening date. Those Bids not withdrawn prior to the Bid opening date shall not be withdrawn for a period of 90 days thereafter.

### 1.20. BID PROTESTS

1. A Bidder may file a protest with the City against another Bidder or Bidders subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are Bidders’ sole and exclusive remedy in protesting other Bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue the Bid protest, including filing a Government Code claim or other legal proceedings.
2. A protest shall be governed by the following time limitations:
   1. A protest shall be in writing and shall be received by the City no later than 5:00 PM, Pacific Time, on the fifth Working Day after the Bid opening date.
   2. The City will give the protested Bidder(s) notice of the protest. The protested Bidder(s) shall respond within five Working Days of the City’s notification.
   3. All responses or comments by protested Bidders that are received after the time set forth herein may be rejected.
   4. The City will evaluate all protests and responses and issue a written decision on such protests, responses, and other matters related to award of the Contract.
   5. Protests not received within the time and in the manner specified above may not be considered.
3. Delivery of protest:
   1. Protests shall be transmitted by email and directed to:

John Doe

Chief Development Officer

Anywhere International Airport – Design and Construction

Email to: [john.doe@example.com](mailto:john.doe@example.com)

With a copy to the Contract Administrator:john.doe@example.com

      2.  Protests or notice of protests made orally by telephone or in person will not be considered.

D. Content of protest:

* 1. The protest document shall state all bases for the protest and provide supporting evidence.
  2. The protest shall refer to the specific portion(s) of the Bid that forms the bases of the protest.
  3. The protest shall include the name, address, and telephone number of the person representing the protesting Bidder.
  4. If the City determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

### 1.21. AWARD OF CONTRACT

1. In accordance with State Labor Code Sections 1771.1 and 1725.5, no contracts for public work may be awarded to a Bidder without proof that the Bidder and all identified Subcontractors are currently registered with the DIR.
2. In accordance with Anywhere Administrative Code Chapter 6, Public Works Contracting Policies and Procedures, no Bid is accepted, and no contract in excess of the Threshold Amount (currently $1,170,000) is awarded, by the City and County of Anywhere until such time as the Airport Director recommends the contract for award and the Airport Commission then adopts a resolution awarding the Contract.
3. Pursuant to Anywhere Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.
4. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid based on the lowest overall cost to the City for the Total Bid Price, with or without Alternate(s) selected by the City in a descending order of priority as described in Document 00 41 00 (Bid Form).
5. The City will issue a written notification of award of the Contract to the successful Bidder.
6. The successful Bidder will be required to comply with all of the requirements of CMD Attachment 1 – Requirements for Construction Contracts. The City will monitor the quantities of Work and amounts paid, dependent upon the method of construction and operations, for compliance with the successful Bidder’s LBE subcontracting commitments and employment goals.
7. The successful Bidder and all Subcontractors must register with the City’s secure web-based system called the Financials and Procurement System (PeopleSoft) and enter Subcontractor payment information. Contractor and Subcontractors will be required to confirm payment and submit all payment information in up to three systems, such as SOLIS, Unifier, and PeopleSoft. This will enable the Airport to monitor Contractor’s compliance with LBE subcontracting commitments in the Agreement. The successful Bidder and all Subcontractors must also register with the project reporting system selected by the City for submission of electronic certified payroll records.

### 1.22. CONTRACT SECURITY

Article 6 of Document 00 52 00 (Agreement) sets forth the City’s requirements as to performance and payment (labor and material) bonds.

### 1.23. EXECUTION OF CONTRACT

1. The successful Bidder shall deliver within 10 Working Days after the date of the City’s written notification of award of the Contract the following properly completed and signed documents to the Contract Administrator:
   1. Three (3) originals of 00 52 00 (Agreement), fully executed. Each original shall include the following:
      1. Successful Bidder’s signature witnessed and executed by a notary public;
      2. Notary public’s acknowledgement form to be attached to each original signed Agreement;
      3. If successful Bidder is a corporation, provide the following:
         1. Impression of the corporate seal near the place of signature, or
         2. Resolution, or
         3. Certified excerpt from the minutes authorizing the signatory to sign on behalf of the corporation;
      4. If successful Bidder is “doing business as” a company with a fictitious business name, attach a copy of the current “dba” certificate filed with and certified by the Anywhere County Clerk.
   2. Three (3) originals of Document 00 61 13 (Performance Bond & Payment (Labor and Material) Bond), partially executed, equal to 100% of the Contract Sum. Each original shall include the following:
      1. Attorney-in-fact’s signature witnessed and executed by a notary public;
      2. Notary public’s acknowledgement form to be attached to each original signed Bond;
      3. Power of attorney form appointing individual attorney-in-fact to execute bonds;
      4. Successful Bidder’s signature. If successful Bidder is a corporation, provide the following:
         1. Impression of the corporate seal near the place of signature, or
         2. Resolution, or
         3. Certified excerpt from the minutes authorizing the signatory to sign on behalf of the corporation.
   3. A copy of the Anywhere Business Tax Registration Certificates for all Subcontractors.
   4. Proof of Status as Signatory to Apprenticeship Program or Proof of Payment:
      1. If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program), successful Bidder shall submit written proof of its status as a signatory.
      2. For each Subcontractor that declared it is a signatory to a recognized apprenticeship or training program on Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program), successful Bidder shall submit written proof of each such Subcontractor’s status as a signatory.
      3. Successful Bidder and/or its Subcontractor(s) that are not signatories to a recognized apprenticeship or training program as described herein shall be required after award of the Contract to submit with each progress payment request, beginning with the second such request, proof that successful Bidder or its Subcontractor(s) contribute to a fund or funds to administer and conduct the apprenticeship program(s) in the area of the Site for each apprenticeable trade or craft that successful Bidder or its Subcontractor(s) is providing labor to the Project. Such contributions shall be made on the same basis and in the same manner as the other contractors do, or, where the trust fund administrators are unable to accept such funds, successful Bidder and its Subcontractor(s) must provide written proof of payment of a like amount to the State Apprenticeship Council.
   5. Submit the Public Works Contractor (PWC) registration numbers for successful Bidder and all Subcontractors as proof of registration with the DIR under State Labor Code Section 1725.5.
2. Failure to deliver to the Anywhere International Airport one or more of the documents listed in this Article shall constitute a refusal to enter into the Contract and may result in forfeiture of Bidder’s Bid security.

**END OF DOCUMENT**

## DOCUMENT 00 21 13AppA Vendor Questionnaire

Note for the Contract Manager / Project Manager: You do not need to do anything for this section. Please move onto the next spec section.

### 1. Bid Requirements\*

Did you read through and confirm that you met all of the proposal requirements including the sections:

1. General Conditions (00 72 00)
2. Supplementary Conditions (00 73 00)

☐ Yes

☐ No

\*Response required

### 2. Envelope A.\*

Please Upload your COMPLETE Envelope A documents here, which includes the following:

1. Document 00 42 54 (Acknowledgment of Receipt of Addenda)
2. Document 00 43 36 (Contractor/Subcontractor List)
3. Document 00 43 43 (Highest Prevailing Wage Rate Certification)
4. Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program)
5. Document 00 45 13 (Bidder's Qualifications Statement)
6. Document 00 45 14 (Certificate of Bidder Regarding Debarment and Suspension)
7. Document 00 45 19 (Non-Collusion Affidavit)
8. Document 00 45 36 (Certificate of Bidder Regarding Non-Discrimination in Contracts and Benefits)
9. Document 00 45 49 (CityBuild/First Source Referral Program Certification)
10. CMD Form 2B: "Good Faith Outreach" Requirements Form (required even if Bidder met the LBE requirement by over 35%)
11. A copy of Bidder's Anywhere Business Registration Certificate
12. Proof of registration with the State Department of Industrial Relations for Prime Bidder and all listed subcontractors.
13. Appendix A, Safety Prequalification Form.

\*Response required

### 3. Envelope B\*

Please Upload your COMPLETE Envelope A documents here, which includes the following:

1. Document 00 41 00 (Bid Form)
2. Document 00 43 36.03 (Subcontractor List for Alternate Work), if applicable.
3. Document 00 61 00 (Bid Bond) with Bid guaranty in an amount equal to 10% of amount bid OR Document 00 61 26 (Irrevocable Standby Letter of Credit) OR a certified check.

\*Response required

### 4. Transmission of Original Documents\*

The Bidder acknowledges that it shall transmit their original Bid Forms (Document 00 41 00) and original Bid securities by U.S. Mail in a sealed envelope addressed to John Doe, Contract Administrator, Anywhere International Airport, P.O. Box 8097, Anywhere, State 11111, **postmarked no later than the Bid opening date.**

☐ Please confirm

\*Response required

### 5. Acknowledgement\*

The bidder acknowledges that the Airport Commission reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

☐ Please confirm

\*Response required

### 6. Bidder's Safety Record\*

*Refer to Document 00 21 13 - Instructions to Bidders, Paragraph 1.11.A Bidder Qualifications.*

The Contractor's Responsibility includes its record of safe performance on construction projects, including, but not limited to, consideration of federal or state Occupational Safety and Health Administration ("OSHA") violations and work place fatalities, including OSHA citations under appeal in order for the City to find the entity to be Responsible and eligible for contract award.

The City and County of Anywhere (CCSF) Safety Prequalification Form can be found and completed online at [https://example.com](https://example.com/).

Follow the online instructions on how to complete the form and submit the required safety documents.

This Form must be completed specifically for each project bid. Previous completed Safety Prequalification Forms cannot be re-used for this bid.

Check the "Please confirm" box below to confirm that Safety Prequalification Form has been submitted online for this bid.

*Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.*

☐ Please confirm

\*Response required

### 7. Contract Execution, Payment Bond, Performance Bond, and Certificate(s) of Insurance\*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to Anywhere Airport (Construction) so that it is received within **14 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

\*Response required

### 8. Acknowledgement: Bid Opening

Bids shall be submitted via the [AIA's Design and Construction Procurement Portal](https://example.com/). All bids must be submitted no later than Wednesday, February 5, 2025at 2:00 pm.

Bids received after the Bid opening time will not be considered. If a Bidder submits multiple submissions prior to the Bid opening date and time, the Airport may only consider the most recent timely submission and disregard the other submissions.

☐ Please confirm

## DOCUMENT 00 21 13AppB Supplementary Bidding Forms Checklist

Airport Wide Safety and Security Improvements - Phase 1  
Anywhere International Airport Contract No. 11111.2.

A. Within **five (5) Working Days**after the Bid opening date, the apparent low Bidder, and any other Bidder so requested, shall submit to CMD, with a copy to the Contract Administrator, the following forms, completed and properly signed:

* + Form 6: CMD LBE Subcontractor Participation Affidavit
  + Form 3: CMD Compliance Affidavit
  + Form 6A: CMD LBE Trucking Form

See Document 00 43 11 (Contract Monitoring Division Forms) for links to the latest CMD forms. Refer to CMD Attachment 1 – Requirements for Construction Contracts.

B. Within 10 Working Days after the Bid opening date, the apparent low Bidder shall submit the following forms to the Contract Administrator:

* + Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program)
  + Document 00 45 15 (Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension)
  + Document 00 62 76.21 (Escrow Bid Documents Declaration), along with a set of Escrow Bid Documents in a sealed container in accordance with Document 00 54 15 (Escrow Bid Documents) **– SUBMIT IN PERSON, contact the Contract Administrator for appointment**
  + Document 00 62 93 (Equipment Suppliers List)
  + Document 00 62 96 (Experience Statement)
  + A copy of Bidder’s certificates of insurance and required endorsements, including the following:
  1. The Contract number, 11111.2., Project title, Airport Wide Safety and Security Improvements - Phase 1, the agent names and telephone numbers, and name the certificate holder as follows:  
       
     City and County of Anywhere Airport Commission                                 
     Anywhere International Airport  
     P.O. Box 8097  
     Anywhere, State 11111  
     Re: Contract No. 11111.2.  
     Name of Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. Name as additional insureds the parties as specified in Article 1.04 of Document 00 73 16 (Insurance Requirements).

C. Within **10 Working Days** after the date of the City’s written notification of award of the Contract, the successful Bidder shall submit the following to the Contract Administrator:

* + Three (3) originals of the Agreement, partially executed. Each original shall include the following:

1. 1. Successful Bidder’s signature witnessed and executed by a notary public;
   2. Notary public’s acknowledgement form to be attached to each original signed Agreement;
   3. If successful Bidder is a corporation, provide the following:
      1. Impression of the corporate seal near the place of signature, or
      2. Resolution, or
      3. Certified excerpt from the minutes authorizing the signatory to sign on behalf of the corporation;
   4. If successful Bidder is “doing business as” a company with a fictitious business name, attach a copy of the current “dba” certificate filed with and certified by the Anywhere County Clerk.
2. * Three (3) originals of Document 00 61 13 (Performance Bond & Payment (Labor and Material) Bond), partially executed, as stipulated in Article 6 (Indemnity, Insurance and Bonds) of the Agreement. Each original shall include the following:
3. 1. Attorney-in-fact’s signature witnessed and executed by a notary public;
   2. Notary public’s acknowledgement form to be attached to each original signed Bond;
   3. Power of attorney form appointing individual attorney-in-fact to execute bonds;
   4. Successful Bidder’s signature. If successful Bidder is a corporation, provide the following:
      1. Impression of the corporate seal near the place of signature, or
      2. Resolution, or
      3. Certified excerpt from the minutes authorizing the signatory to sign on behalf of the corporation.
4. * A copy of the Anywhere Business Tax Registration Certificates for all Subcontractors
   * Successful Bidder’s written proof of its status as a signatory to the recognized apprenticeship or training program(s) listed in Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program) (for example, a signed letter from an appropriate apprenticeship program is acceptable)
   * Each Subcontractor’s written proof of status as a signatory to the recognized apprenticeship or training program(s) listed in Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program) (a signed letter from an appropriate apprenticeship program is acceptable)
   * Public Works Contractor (PWC) registration numbers for successful Bidder and all Subcontractors as proof of registration with the DIR

D. Before **Notice to Proceed**, the successful Bidder shall submit Local Hire Forms to LOREM in the following manner:

* + Local Hire Forms will ONLY be accepted through the Google Form during the transition period until LCPtracker develops a new form in their system.

1. 1. Access the Local Hire Plan Google Form through this link: [https://example.com](https://example.com/)
   2. Prime/General Contractors will no longer be submitting the Form 1 or Form 2 on their Subcontractors’ behalf. Both forms have been combined into ONE single form – Form 1: Local Hiring Plan.
   3. All contractors, subcontractors, and lower-tier subcontractors must submit their own Local Hire Plan Google Form for each individual project, and provide Workforce Projections for their own scope of work. Contractors who have previously submitted Local Hire forms for existing projects are not required to re-submit.
   4. Contractors who do not anticipate meeting the requirements of the Local Hiring Policy will need to contact the Project’s assigned LOREM/CityBuild compliance officer for an updated Conditional Waiver Request Form after submission of the Google Form. Conditional Waiver Request Forms must be reviewed and approved by the assigned LOREM/CityBuild compliance officer.

* WORKFORCE REPORTS

With the transition to a new electronic certified payroll software vendor, LOREM will be unable to generate updated workforce reports (including Local Hire Reports, Section 3 Reports, etc.) until the transition is complete.

* QUESTIONS

**If you have Local Hire Form or Workforce Report questions regarding a specific project, please contact the Project’s assigned compliance officer.** If you are unsure of your Project’s contact, please check with the Project’s Prime/General Contractor or email [john.doe@example.com](mailto:john.doe@example.com).

**END OF DOCUMENT**

## DOCUMENT 00 31 00 Reference Documents

### 1.01. SUMMARY

This Document describes Reference Documents and the use of data resulting from the various investigations or from available information, including existing geotechnical data and soils engineering reports, as-builts, hazardous materials survey reports, underground facilities plans, and environmental assessment information.

### 1.02. GEOTECHNICAL REPORTS

This Article describes geotechnical data at or near the Site and use of data resulting from various investigations.

1. Geotechnical Reports: No geotechnical reports or data are available.
2. Use of Data: N/A
3. Limited Reliance Permitted on Certain Information:
   1. Before submitting a Bid, each Bidder will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning the conditions (surface, subsurface and underground facilities) at, or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder, and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
   2. The Airport has provided time in the period prior to bidding for Bidder to perform these investigations.
4. On request, the Airport will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes, clean up, and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 72 00 (General Conditions) and Document 00 73 00 (Supplementary Conditions), including, but not limited to, their requirements regarding compliance with all laws, permits, licenses, giving of all notices, and indemnifications. Bidder shall also present proof of insurance satisfactory to the Commission.

### 1.03. EXISTING SITE AND BUILDING CONSTRUCTION DOCUMENTS

This Article describes existing conditions at or near Site and use of data available regarding existing conditions.

1. Reports and information on existing conditions:
   1. Documents providing a general description of the Site and conditions of the Work may have been collected by the Airport, its consultants, contractors, and tenants. These documents consist of previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
   2. Documents regarding existing conditions may be inspected at the Airport Contract Manager’s office at the Anywhere International Airport, 647 West Field Road, Anywhere, State 11111. These reports, documents and other information are not part of the Contract Documents.
   3. Documents regarding existing conditions available for inspection and copying are:
      1. N/A
2. Use of data:
   1. Data regarding existing conditions was obtained only for use of the Airport and its consultants, contractors, and tenants for planning and design and are not part of the Contract Documents.
   2. The City and the Airport do not warrant and make no representation regarding the accuracy or thoroughness of any data regarding existing conditions. Bidder represents and agrees that in submitting a Bid it is not relying on any data regarding existing conditions supplied by the Airport.
   3. Under no circumstances shall the City or the Airport be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation, which Bidder must perform as a condition to bidding and Bidder must not, and shall not; rely on this information or any other information supplied by the City or the Airport regarding existing conditions.
   4. Any information and data shown, or indicated, in the reports and other data supplied under Paragraph 1.03A with respect to existing underground facilities at or contiguous to the Site is based upon information and data furnished to the Airport by the owners or builders of such underground facilities or others. The Airport does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. The Airport will be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by the City or the Airport, and only where Bidder has conducted the independent investigation required of it under Document 00 21 13 (Instructions to Bidders) and discrepancies were not apparent.
3. Investigations:
   1. Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and the safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
   2. The Airport has provided time in the period prior to bidding for Bidder to perform these investigations.
   3. On request, the Airport will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a bid. Bidder must fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions provided in Document 00 72 00 (General Conditions) and Document 00 73 00 (Supplementary Conditions), including, but not limited to, their requirements regarding compliance with all laws, permits, licenses, giving of all notices, and indemnifications. Bidder shall also present proof of insurance satisfactory to the Airport.

### 1.04. HAZARDOUS MATERIALS REPORTS

1. The Airport’s environmental consultant has surveyed the facility for the presence of various hazardous materials. Materials investigated may include asbestos, lead, PCB ballasts, mercury containing lamps, contaminated soils, underground storage tanks, other hazardous materials. The survey findings are documented in the following:
   1. N/A
2. The City has contracted for hazardous materials abatement at the Site. The abatement oversight information for this work is documented in the following:
   1. N/A
3. Hazardous materials surveys and reports were obtained only for the use of the City and its consultants for planning and design. Such documentation is not part of the Contract Documents, but the technical data contained in the referenced reports on which Bidder is entitled to rely are incorporated in the Contract Documents by reference.

### 1.05. UTILITY OCCUPANCY PLANS

1. Bidders’ attention is directed to utility occupancy drawings that were utilized in the preparation of the Contract Documents as follows:
   1. N/A
2. Utility occupancy drawings show existing or proposed utility locations which data have been compiled from information furnished by the various utilities.

### 1.06. AVAILABILITY OF REFERENCE INFORMATION

Copies of the above Reference Documents, if not included in this Project Manual, may be available by contacting the Contract Manager.

### 1.07. USE OF DATA

1. The foregoing Reference Documents are not part of the Contract Documents.
2. The Airport does not warrant the completeness of the Reference Documents. The Airport makes no representation, either express or implied, that the conditions indicated in the Reference Documents are representative of those existing at the Site, or that different conditions may not occur or materials other than or in proportions different from those indicated may not be encountered. Refer to Document 00 72 00 (General Conditions), Paragraph 3.03, Differing Site Conditions, and Document 00 73 00 (Supplementary Conditions).
3. Bidders shall visit the Site and familiarize themselves with existing conditions.

### 1.08. PRE-BID VISIT TO WORK SITE

Prior to bidding, Bidders may make their own subsurface investigations to satisfy themselves as to Site conditions, but such investigations shall be performed only under the provisions of Document 00 21 13 (Instructions to Bidders).

**END OF DOCUMENT**

## DOCUMENT 00 41 00 Bid Form

### . .

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

TO THE AIRPORT CONTRACT ADMINISTRATOR, CITY AND COUNTY OF Anywhere

In response to the Advertisement for Bids for the following public work:

Airport Wide Safety and Security Improvements - Phase 1  
Anywhere International Airport Contract No.11111.2.

The undersigned Bidder hereby proposes and agrees to execute the required Contract, should it be awarded to the undersigned Bidder, and to do all the Work and furnish all the materials therefor all in accordance with the Specifications and Drawings referred to in said Advertisement for Bids and at the prices named in the attached Schedule of Bid Prices.

The undersigned declares: That it is the Bidder (or by holding the position below indicated is authorized to execute this Bid Form on behalf of the Bidder); that said Bidder submits this Bid; that said Bidder has not, nor have any of its agents, officers, representatives or employees, been guilty of collusion with any officer or representative of the City and County of Anywhere, or with any other party or parties in the submission of this Bid; nor has said Bidder received any preferential treatment by any officer or employee of the City and County in the making or submitting of this Bid. The undersigned declares under penalty of perjury that all representations made on this Bid Form are true and correct.

The undersigned declares, under penalty of perjury under the laws of the State of State, that the Bidder has read and agrees to the requirements of the Anywhere Administrative Code and applicable requirements of the State Labor Code described in the attached Documents listed below and certifies that statements contained in such Documents are true and correct:

1. Document 00 42 54 (Acknowledgment of Receipt of Addenda)
2. Document 00 43 36 (Contractor/Subcontractor List)
3. Document 00 43 36.03 (Subcontractor List for Alternate Work), if applicable
4. Document 00 43 43 (Highest Prevailing Wage Rate Certification)
5. Document 00 43 44 (Certificate of Bidder Regarding Apprenticeship Training Program)
6. Document 00 45 13 (Bidder’s Qualifications Statement)
7. Document 00 45 36 (Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits)

***The undersigned acknowledges that they have read and agrees to the Documents***

***referenced above on behalf of Bidder (initial):*\_\_\_\_\_\_ ← INITIAL HERE**

The undersigned further certifies, under penalty of perjury under the laws of the State of State, that the following Documents submitted in this Bid are true and correct:

1. Document 00 45 14 (Certification of Bidder Regarding Debarment and Suspension)
2. Document 00 45 19 (Non-Collusion Affidavit)

***The undersigned acknowledges that they have read and agrees to the Documents***

***referenced above on behalf of Bidder (initial):*\_\_\_\_\_\_ ← INITIAL HERE**

### . ..

BOND REQUIREMENT: Accompanying this Bid, as required by law, is a Bid security in an amount equal to at least 10% of the Total Bid Price.

ATTESTATION OF COMPLIANCE: The undersigned further declares that Bidder and its Subcontractors, vendors, and/or their representatives are compliant with the restriction on communications in accordance with Article 1.05 of Document 00 21 13 (Instructions to Bidders).

BUSINESS TAX REGISTRATION DECLARATION: The undersigned further declares and understands that if awarded the Contract, Bidder and each of Bidder’s Subcontractors must maintain a current business tax registration number. If the Tax Collector of the City and County of Anywhere determines that Bidder or any of Bidder’s Subcontractors does not have or maintain a current business tax registration number, the City may either cancel the Contract or withhold payment.

APPRENTICESHIP PROGRAM: The undersigned further declares that Bidder and all of its Subcontractors will comply, as a material term of the Contract, with the requirements of the State Apprenticeship Program as set forth in the State Labor Code, Division 3, Chapter 4 (commencing at Section 3070) and Section 1777.5, Anywhere Administrative Code Section 6.22(n), and all requests by the City to provide proof that Bidder and all its Subcontractors are in compliance with those requirements.

LOCAL BUSINESS ENTERPRISE PARTICIPATION AND NON-DISCRIMINATORY EMPLOYMENT PRACTICES: Provisions of Anywhere Administrative Code Chapters 12B and 14B (including their implementing Rules and Regulations) are incorporated by reference made a part of the Bid Documents as though fully set forth. Bidder and all Subcontractors and Suppliers shall comply with these provisions and shall submit all required documents in a timely manner.

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION: The undersigned further declares that the Bidder is compliant with the registration requirements of the State Department of Industrial Relations (“DIR”) under State Labor Code Section 1725.5, and that its registration with the DIR is current as of the Bid date.

QUANTITIES NOT GUARANTEED: Bidder acknowledges that quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.

REJECTION OF BIDS AND MINOR IRREGULARITIES: The City reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid. In case of discrepancy between the sum of Bid Item amounts and the Total Bid Price, the sum of said amounts shall prevail. In the case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices bid and extensions thereof, said unit prices shall prevail.

BID VALIDITY: Bidder acknowledges and agrees that this Bid, if not withdrawn prior to the scheduled time for receipt of Bids, shall not be withdrawn for a period of **90** **days** thereafter.

CONTRACT TIME FOR COMPLETION: Time allowed for all Work shall be as specified in Document 00 54 39 (Contract Time and Liquidated Damages).

BASIS FOR AWARD: The Contract, if awarded, will be awarded to the responsible Bidder who submitted the lowest Total Bid Price. In addition, the engineer's estimate will be announced immediately before the opening of the Bids.

SCHEDULE OF BID PRICES: The undersigned, having examined all referenced documents and the Drawings, understanding the terms and conditions of the Contract Documents and the local conditions affecting the performance and costs of the Work, and having fully inspected the Site in all particulars, hereby proposes and agrees to fully perform the Work as indicated on the Drawings and in accordance with the requirements of the Contract Documents within the time stated therein, and for the following price(s):

### . Schedule of Bid Prices

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bid Item No.** | **Item Description** | **Est. Quantity** | **Unit\*** | **Unit Price** | **Extended Bid Price** |
| **ARCHITECTURE** | | | | | |
| A1 | Division 2 – Existing Conditions | 1 | LS | $ | $ |
| A2 | Division 5 – Metals | 1 | LS | $ | $ |
| A3 | Division 6 – Wood | 1 | LS | $ | $ |
| A4 | Division 7 – Thermal and Moisture Protection | 1 | LS | $ | $ |
| A5 | Division 8 – Openings | 1 | LS | $ | $ |
| A6 | Division 9 – Finishes | 1 | LS | $ | $ |
|  |  |  |  |  |  |
| **ELECTRICAL** | | | | | |
| E1 | Division 26 – Electrical | 1 | LS | $ | $ |
| E2 | Division 27 –Communications | 1 | LS | $ | $ |
| E3 | Division 28 – Electronic Safety and Security | 1 | LS | $ | $ |
|  |  |  |  |  |  |
| **GENERAL** | | | | | |
| G1 | All Other Items - All Work that is defined in the Contract Documents that is not covered by other bid items | 1 | LS | $ | $ |
|  |  |  |  |  |  |
| **ALLOWANCES** | | | | | |
| AL1 | Allowance – Professional Neutral Facilitator Fees for Partnering per Document 00 31 33 Partnering Requirements | 1 | AL | $20,000 | $20,000 |
|  |  |  |  |  |  |
| **TOTAL BASE BID PRICE** = Total of Bid Items A1 through G1, inclusive and AL1, inclusive: | | | | | $ |
| **TOTAL BASE BID PRICE IN WORDS:** | | | | | |

\*Note: LS= Lump Sum; EA= Each; LF= Linear Feet; SF= Square Feet; CY= Cubic Yard; AL=Allowance; HR= Hour

### . .

|  |  |
| --- | --- |
| Check if you are: | Check Category that Describes Your Company: **\*** |
| \_\_\_\_ Certified LBE (10% discount)  \_\_\_\_ Certified SBA-LBE (5% discount, if applicable) | \_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ OBE |

* **Only Certified Firms**: **MBE** = Minority Business Enterprise, **WBE** = Women Business Enterprise, **OBE** = Other Business Enterprise.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Executed on | | |  | 20 |  |
|  | |  |  | | | |
|  | |  | Name of Firm, Corporation, Partnership or Joint Venture | | | |
|  | |  |  | | | |
|  | |  |  | | | |
| Email Address | |  | Signature of Bidder or Authorized Representative | | | |
|  | |  |  | | | |
| Telephone Number | |  | Print Name of Authorized Representative | | | |
|  | |  |  | | | |
| Contractor’s State License No. | |  | Position in Firm or Corporation | | | |
|  | |  |  | | | |
| License Expiration Date | |  | Address of Firm or Corporation | | | |
| Anywhere Business Tax Registration Certificate Number | |  | City                                             State       Zip Code | | | |

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

**END OF DOCUMENT**

## DOCUMENT 00 42 54 Acknowledgment of Receipt of Addenda

If Addenda to the Bid Documents have been issued for this Contract, please indicate receipt thereof by filling in the appropriate Addendum number and filling in the date received below. If there are any questions on any Addenda that may have been issued, please contact the Contract Administrator by email at John Doe or by telephone at 123 456 7890.

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date Received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A BID MAY BE RENDERED NON-RESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Note:    This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document.

**END OF DOCUMENT**

## DOCUMENT 00 43 11 Contract Monitoring Division Forms

Follow the link below to access the CMD Attachments page and to open and print the required CMD attachment:

[https://example.com](https://example.com/)

**END OF DOCUMENT**

## DOCUMENT 00 43 36 Contractor/Subcontractor List

This Document implements listing requirements for:

(i) Subcontractors who will perform Work in excess of one-half of one percent of the Total Bid Price [Anywhere Administrative Code Section 6.21(A)(9) and State Public Contract Code Sections 4100 – 4114] and

(ii) LBE Subcontractors, Suppliers, and service contractors, regardless of the dollar amount of subcontract work (Anywhere Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance).

(iii) Mandatory DIR Subcontractor Registration with the State Department of Industrial Relations ("DIR").

A.         Subcontractors Who Will Perform Work in Excess of One Half of One Percent of Total Bid Price

Bidder shall submit with its Bid a Subcontractor list using the form below. Bidder shall identify each Subcontractor[[1]](#_heading=h.8ggse16l4mj7) who will perform Work in an amount in excess of one-half of one percent of Bidder’s Total Bid Price. If this Project involves the construction of streets, highways, or bridges, Bidder shall submit with its Bid a Subcontractor list, using the form below, identifying each Subcontractor who will perform Work in excess of one-half of one percent of the Total Bid Price or $10,000, whichever is greater.

At a minimum, Bidder must provide the following information with its Bid for each listed Subcontractor: (i) Type of Subcontractor [Box1]; (ii) Name [Box 2]; (iii) Location of the place of business [Box 3]; (iv) portion of Work that will be performed by the Subcontractor [Box 4]; and (v) the Subcontractor’s State contractor license number [Box 8]. In addition, for items or portions of Work not fully subcontracted (e.g., indicated as “partial”), Bidder must provide the amount of subcontract work [Box 10] either at the time of Bid or within 24 hours after the Bid opening date. Bidders may provide additional identifying information [Boxes 5, 6, 7, 9, 11, 12, 13 and/or 14] or corrected State contractor license numbers within 24 hours of the Bid opening date.

If the City cannot identify the intended Subcontractor or portion of Work based on the information provided by Bidder, or where Bidder provides conflicting information, the City may consider the Subcontractor or portion of Work unlisted for purposes of State Public Contract Code Section 4106. An “unlisted” determination may render a Bid non-responsive if the Specifications require that the Work in question be performed by a subcontractor. In addition, an “unlisted” determination may render a Bidder not responsible on a project-specific basis if Bidder is not qualified to self-perform the work in question.

(Note: For an LBE Subcontractor who will perform Work in an amount in excess of one-half of one percent of Bidder’s Total Bid Price, Bidder shall provide a single listing for that Subcontractor that complies with the requirements of Paragraph A and Paragraph B, below.)

B.         LBE Subcontractors, Suppliers, and Service Contractors

Bidder's subcontractor list submitted with its Bid shall also identify each LBE Subcontractor,[[2]](#_heading=h.w64f6w5nz64g)

Supplier, and service contractor (regardless of dollar amount of subcontract) for whom Bidder seeks credit toward the LBE participation requirement. At a minimum, Bidder must provide the following information with its Bid for each LBE: (i) Type of Subcontractor [Box 1]; (ii) Name [Box 2]; (iii) Location of the place of business [Box 3]; (iv) Portion of Work that will be performed by the entity [Box 4]; and (v) the amount of subcontract work [Box 10]. Bidders may provide license numbers [Box 8] and/or additional identifying information [e.g., Boxes 5, 6, 7, 9, 11, 12,13 and/or 14] within 24 hours of the Bid opening date. Bidder’s failure to provide the required minimum information with its Bid may result in a determination that Bidder has not met the LBE subcontracting participation requirement and, therefore, its Bid is non-responsive.

C.         Mandatory DIR Subcontractor Registration

Bidder may not list a subcontractor for a public works project Bid unless the subcontractor is registered with the State Department of Industrial Relations ("DIR") pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for Bid purposes only under Labor Code § 1771.1(a)].  An inadvertent listing of a subcontractor that is not registered under § 1725.5 will not be grounds for a Bid protest or for determining a Bid nonresponsive if Bidder has met the conditions set forth in Labor Code § 1771.1(c)(1) or (2).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Date |  | Name of Firm, Corporation, Partnership, or Joint Venture |

[[1]](#_heading=h.jhrn1minc8jv) For the purposes of Paragraph A, the term “subcontractor” shall mean a contractor as defined in State Public Contract Code Section 4113.

[[2]](#_heading=h.y16rkp4yn0al) For the purposes of Paragraph B, the term “subcontractor” shall mean a person as defined in Section 14B.2 of the Anywhere Administrative Code.

**Subcontractor List**

|  |  |  |
| --- | --- | --- |
| 1. | Type of Subcontractor:  (First Tier, Lower Tier, Supplier, Service Contractor (e.g., Trucker) |  |
| 2. | Subcontractor’s Name: |  |
| 3. | Address:  (City, State, Zip Code) |  |
| 4. | Bid Items/Portion of Work: |  |
| 5. | Telephone #: |  |
| 6. | Peoplesoft Supplier ID #: |  |
| 7. | Federal Employer ID #: |  |
| 8. | Contractor’s License #: |  |
| 9. | SF Business Tax Registration #: |  |
| 10. | Amount of Sub-Contract Work: |  |
| 11. | Certified LBE? (Yes or No): |  |
| 12. | If LBE, List all that apply:  MBE, WBE, OBE,  Small LBE, Micro LBE, SBA-LBE |  |
| 13. | Email Address: |  |
| 14. | Web Address (if any) |  |

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise

|  |  |  |
| --- | --- | --- |
| 1. | Type of Subcontractor:  (First Tier, Lower Tier, Supplier, Service Contractor (e.g., Trucker) |  |
| 2. | Subcontractor’s Name: |  |
| 3. | Address:  (City, State, Zip Code) |  |
| 4. | Bid Items/Portion of Work: |  |
| 5. | Telephone #: |  |
| 6. | Peoplesoft Supplier ID #: |  |
| 7. | Federal Employer ID #: |  |
| 8. | Contractor’s License #: |  |
| 9. | SF Business Tax Registration #: |  |
| 10. | Amount of Sub-Contract Work: |  |
| 11. | Certified LBE? (Yes or No): |  |
| 12. | If LBE, List all that apply:  MBE, WBE, OBE,  Small LBE, Micro LBE, SBA-LBE |  |
| 13. | Email Address: |  |
| 14. | Web Address (if any) |  |

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise

***Copy this page as needed to provide a complete listing.***  
  
***Page \_\_\_\_\_ of \_\_\_\_\_***

**BIDDER’S INFORMATION**

|  |  |  |
| --- | --- | --- |
| 1. | Bidder's Name: |  |
| 2. | Address:  (City, State, Zip Code) |  |
| 3. | Telephone #: |  |
| 4. | Peoplesoft Supplier ID #: |  |
| 5. | Federal Employer ID #: |  |
| 6. | Contractor’s License #: |  |
| 7. | SF Business Tax Registration #: |  |
|  | Total Bid (excluding alternates): |  |
| 9. | Certified LBE? (Yes or No): |  |
| 12. | If LBE, List all that apply:  MBE, WBE, OBE,  Small LBE, Micro LBE, SBA-LBE |  |
| 13. | Email Address: |  |
| 14. | Web Address (if any) |  |

\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise

|  |
| --- |
| TOTAL PERCENTAGE OF LBE SUBCONTRACTOR PARTICIPATION CLAIMED FOR WORK: \_\_\_\_\_\_\_% |

|  |
| --- |
| TOTAL PERCENTAGE OF LBE SUBCONTRACTOR PARTICIPATION CLAIMED FOR WORK:   \_\_\_\_\_\_\_% (Small, Micro and SBA-LBE) and \_\_\_\_\_\_\_% (SBA) |

**END OF DOCUMENT**

## DOCUMENT 00 43 36.03 Subcontractor List for Alternate Work

Pursuant to Anywhere Administrative Code Chapter 14B, Local Business Enterprise (LBE) Utilization and Non-Discrimination in Contracting Ordinance, compliance with the requirement is determined on the amount of the base bid only (even if Alternates are selected). However, LBE Subcontractor participation listed on this form for selected Alternates may be credited towards the LBE subcontracting participation requirement.

**Important Notice:** No Subcontractor may be listed unless registered with the State Department of Industrial Relations pursuant to State Labor Code Section 1725.5 [with limited exceptions under State Labor Code Section 1771.1(a)]. An inadvertent listing of a Subcontractor who is not registered under Section 1725.5 will not be grounds for a Bid protest or for determining a Bid non-responsive if the conditions set forth in State Labor Code Section 1771.1(c)(1) or (2) are met.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Date |  | Name of Firm, Corporation, Partnership, or Joint Venture |

|  |  |  |
| --- | --- | --- |
| 1. | Type of Subcontractor:  (First Tier, Lower Tier, Supplier, Service Contractor (e.g., Trucker) |  |
| 2. | Subcontractor’s Name: |  |
| 3. | Address:  (City, State, Zip Code) |  |
| 4. | Bid Items/Portion of Work: |  |
| 5. | Telephone #: |  |
| 6. | Peoplesoft Supplier ID #: |  |
| 7. | Federal Employer ID #: |  |
| 8. | Contractor’s License #: |  |
| 9. | SF Business Tax Registration #: |  |
| 10. | Amount of Sub-Contract Work: |  |
| 11. | Certified LBE? (Yes or No): |  |
| 12. | If LBE, List all that apply:  MBE, WBE, OBE,  Small LBE, Micro LBE, SBA-LBE |  |
| 13. | Email Address: |  |
| 14. | Web Address (if any) |  |

\*MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise

***Page \_\_\_\_\_ of \_\_\_\_\_***

|  |  |  |
| --- | --- | --- |
| 1. | Type of Subcontractor:  (First Tier, Lower Tier, Supplier, Service Contractor (e.g., Trucker) |  |
| 2. | Subcontractor’s Name: |  |
| 3. | Address:  (City, State, Zip Code) |  |
| 4. | Bid Items/Portion of Work: |  |
| 5. | Telephone #: |  |
| 6. | Peoplesoft Supplier ID #: |  |
| 7. | Federal Employer ID #: |  |
| 8. | Contractor’s License #: |  |
| 9. | SF Business Tax Registration #: |  |
| 10. | Amount of Sub-Contract Work: |  |
| 11. | Certified LBE? (Yes or No): |  |
| 12. | If LBE, List all that apply:  MBE, WBE, OBE,  Small LBE, Micro LBE, SBA-LBE |  |
| 13. | Email Address: |  |
| 14. | Web Address (if any) |  |

|  |  |  |
| --- | --- | --- |
| 1. | Type of Subcontractor:  (First Tier, Lower Tier, Supplier, Service Contractor (e.g., Trucker) |  |
| 2. | Subcontractor’s Name: |  |
| 3. | Address:  (City, State, Zip Code) |  |
| 4. | Bid Items/Portion of Work: |  |
| 5. | Telephone #: |  |
| 6. | Peoplesoft Supplier ID #: |  |
| 7. | Federal Employer ID #: |  |
| 8. | Contractor’s License #: |  |
| 9. | SF Business Tax Registration #: |  |
| 10. | Amount of Sub-Contract Work: |  |
| 11. | Certified LBE? (Yes or No): |  |
| 12. | If LBE, List all that apply:  MBE, WBE, OBE,  Small LBE, Micro LBE, SBA-LBE |  |
| 13. | Email Address: |  |
| 14. | Web Address (if any) |  |

|  |
| --- |
| TOTAL PERCENTAGE OF LBE PARTICIPATION CLAIMED FOR ALTERNATE WORK: \_\_\_\_\_\_\_% |

|  |
| --- |
| TOTAL PERCENTAGE OF LBE PARTICIPATION CLAIMED FOR ALTERNATE WORK:   \_\_\_\_\_\_\_% (Small, Micro and SFPUC) and \_\_\_\_\_\_\_% (SBA) |

***Page \_\_\_\_\_ of \_\_\_\_\_***

**END OF DOCUMENT**

## DOCUMENT 00 43 40 Request for Trade Exemption Form

Bidders who wish to seek a Project-specific exemption for one or more trades from the Local Hiring requirements must complete this form and submit to the Contract Administrator no later than 15 Working Days prior to the Bid opening date.

|  |  |
| --- | --- |
| Contract No.: | 11111.2. |
| Department: | Architecture |
| Project Title: | Airport Wide Safety and Security Improvements - Phase 1 |

|  |  |
| --- | --- |
| **City Use Only** | |
| Request No. |  |
| Received by: |  |
| Date Received: |  |
| Addendum Issued? | \_\_\_Yes \_\_\_No |
| Date Sent Response: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTRACTOR’S TRADE EXEMPTION REQUEST** | | | |
| Company Name: |  | Date |  |
| Contact Name: |  | Tel: |  |
| Title: |  | Fax: |  |
|  | | | |
| *Explain in detail why the trade should be exempt from the local hiring requirements described in Document 00 73 77 (Local Hiring Requirements):* | | | |

|  |
| --- |
| **SUPPLEMENTARY INFORMATION** |
| *Provide documentation that supports the following:*   * 1. *The trades' operations involve the performance of construction work requiring special skills beyond the skills required by the State’s Apprenticeship Standards.*   2. *The principal skills utilized for this trade requires industry, state, or federal specialized licenses above and beyond to what is required for a journey-level worker within the trade.*   3. *Estimation for the trade’s work hours are a minimal percentage of the total project hours.* |
| Total Pages with Request Form |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CITY’S REPLY** | | | | | |
| \_\_\_\_ Mark this box if the Request for Trade Exemption is approved. | | | | | |
| \_\_\_\_ Mark this box if the Request for Trade Exemption is rejected. | | | | | |
| By: |  |  |  | Date: |  |

The reply is an answer to a Bidder’s request. The reply does not change the Bid Documents unless the information contained therein is issued as an Addendum. At the sole discretion of the City, the request and reply may be returned to the Bidder and distributed to all plan holders for informational purposes.

**END OF DOCUMENT**

## DOCUMENT 00 43 43 Highest Prevailing Wage Rate Certification

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read Anywhere Charter Appendix A 7.204, Anywhere Administrative Code Section 6.22(e), and State Labor Code Sections 1770 et. seq., and that, if awarded the Contract, Bidder will comply with the requirement that any person performing labor or rendering service under a contract for public work or improvement shall be paid not less than the highest general prevailing rate of wages in private employment for similar work. Bidder is aware that failure to comply with such wage provision may void said contract, may result in a forfeiture of back wages due plus the penalties set forth in State Labor Code Section 1775, but not less than $50 per worker per day, and may result in disqualification as a contractor or subcontractor on any public work or improvement for the City and County of Anywhere for a period of up to five (5) years.

Bidder further attests by submitting the attached Bid Form, that Bidder will require from all its Subcontractors that they acknowledge having read Anywhere Charter Appendix A 7.204, Anywhere Administrative Code Section 6.22(e), and State Labor Code Sections 1770 et. seq., and that they will comply with the same requirements under this Contract.

Note:  This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document.

**END OF DOCUMENT**

## DOCUMENT 00 43 44 Certificate of Bidder Regarding Apprenticeship Training Program

I, the Bidder, by affixing my signature on the Bid Form, acknowledge that I have read Anywhere Administrative Code Section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please check the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

\_\_\_\_ Not applicable. Check below:

\_\_\_\_ The State Division of Apprenticeship Standards does not have an apprenticeship program for our particular trades:

*(List Trades Here)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Other reason: *(Describe)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ I am a signatory to a recognized apprenticeship or training program under State Labor Code, Division 3, Chapter 4 (commencing at Section 3070), as certified by the State of State Division of Apprenticeship Standards, for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within 10 Working Days after the date of the City’s written notification of award of the Contract:

*(List Trades Here)*

\_\_\_\_ I have applied to become a signatory for the trades listed below but have not been accepted.  Nevertheless, pursuant to Anywhere Administrative Code Section 6.22(n) and State Labor Code Section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such progress payment request and that providing such evidence is a condition that I must meet in order to qualify for payment by the City.

*(List Trades Here)*

Additionally, I attest that I will require each of my Subcontractors to submit in accordance with Document 00 21 13 (Instructions to Bidders) a completed and signed Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program). I acknowledge that, for Subcontractor(s) who declare on Document 00 43 45 (Certificate of Subcontractor Regarding Apprenticeship Training Program) that they have applied to become a signatory but have not been accepted and will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories, I must submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such request and that providing such evidence is a condition I must meet in order to qualify for payment by the City.

I also attest that I and all of my Subcontractors will comply, as a material term of the Contract, with the requirements of the State Apprenticeship Program as set forth in the State Labor Code, Division 3, Chapter 4 (commencing at Section 3070) and Section 1777.5 and Anywhere Administrative Code Section 6.22(n) and all requests by the City to provide proof that I and all Subcontractors are in compliance with those requirements.

I declare (or certify) under penalty of perjury under the laws of the State of State that the foregoing is true and correct and that I am authorized to bind this entity contractually.

*If the Contract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within 10 Working Days after the date of the City’s written notification of award of the Contract.*

Note:    This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**END OF DOCUMENT**

## DOCUMENT 00 43 45 Certificate of Subcontractor Regarding Apprenticeship Training Program

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , by affixing my signature hereto, acknowledge that I have read  
Anywhere Administrative Code Section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please check**the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

\_\_\_\_ Not applicable. Check below:

\_\_\_\_ The State Division of Apprenticeship Standards does not have an apprenticeship program for our particular trades:

*(List Trades Here)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Other reason: *(Describe)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ I am a signatory to a recognized apprenticeship or training program under State Labor Code, Division 3, Chapter 4 (commencing at Section 3070), as certified by the State of State Division of Apprenticeship Standards, for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within 10 Working Days after the date of the City’s written notification of award of the Contract:

*(List Trades Here)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

\_\_\_\_ I have applied to become a signatory for the trades listed below but have not been accepted. Nevertheless, pursuant to Anywhere Administrative Code Section 6.22(n) and State Labor Code Section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments for all progress payment requests for payment for Work on the Project submitted by the Bidder (General Contractor) to the City starting with the second such progress payment request. Further, I acknowledge that my providing such evidence for the Bidder (General Contractor) to submit to the City with its progress payment request(s) is a condition that I must meet in order for the Bidder (General Contractor) to qualify for payment by the City.

*(List Trades Here)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

I also attest that I will comply, as a material term of the Contract, with the requirements of the State Apprenticeship Program as set forth in the State Labor Code, Division 3, Chapter 4 (commencing at Section 3070) and Section 1777.5 and Anywhere Administrative Code Section 6.22(n) and all requests by the City to provide proof that I am in compliance with those requirements.

I declare (or certify) under penalty of perjury under the laws of the State of State that the foregoing is true and correct and that I am authorized to bind this entity contractually.

*Complete and deliver this declaration form as specified in Document NO VALUE (Instructions to Bidders). If the subcontract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within 10 Working Days after the date of the City’s written notification of award of the Contract.*

Bidder’s Name                                                            Name of Signer

Subcontractor’s Name                                                Title of Signer

Subcontractor’s Street Address                                   Signature of Subcontractor or Authorized Representative

Subcontractor’s City, State, ZIP Code                          Date

Subcontractor’s Telephone Number

**END OF DOCUMENT**

## DOCUMENT 00 45 13 Bidder's Qualifications Statement

*Pursuant to Anywhere Administrative Code Section 6.21(a)(7), Bidder shall submit the following information as to experience and financial qualifications with its Bid. Failure to submit a completed Bidder’s Qualifications Statement form may render a Bid non-responsive and the Bid may be rejected. No award will be made until a complete Bidder’s Qualifications Statement is provided to the City. See Article 1.11 of Document 00 21 13 (Instructions to Bidders)* *for a description of the required experience and qualifications necessary for this Contract.*

|  |  |  |
| --- | --- | --- |
| 1. | Bidder’s Name |  |
| 2. | Is this a Joint Venture? | \_\_\_\_ No; \_\_\_\_ Yes (If “Yes”, list name of each Joint Venture Partner) |
| 3. | Federal Employer ID #: |  |
| 4. | SF Business Tax Registration #: |  |
| 5. | Name of Responsible Management Officer: |  |
| 6. | Did Bidder inspect the Project Site? | \_\_\_\_ No; \_\_\_\_ Yes (If “Yes”, list name and phone # of person who did the inspection for 7 and 8) |
| 7. | Name of person who did the inspection: |  |
| 8. | Phone # of person who did the inspection: |  |
| 9. | Number of years Bidder’s organization has had experience in work comparable with that required under the proposed contract. | \_\_\_\_ Years as a General Contractor    \_\_\_\_ Years as a Subcontractor |

10. LIST A MINIMUM OF THREE PROJECTS, WHICH BIDDER HAS COMPLETED IN THE PAST 10 YEARS THAT DEMONSTRATE BIDDER'S QUALIFICATIONS TO PERFORM THIS PROPOSED CONTRACT. INCLUDE PROJECTS THAT DEMONSTRATE BIDDER (OR SUBCONTRACTOR) MEETS THE REQUIRED QUALIFICATIONS LISTED IN THE TECHNICAL SPECIFICATIONS.

(a)

|  |  |
| --- | --- |
| Project Description: |  |
| Location (Address, City, State): |  |
| Start Date: |  |
| Planned Completion Date: |  |
| Actual Completion Date: |  |
| Contract Amount: |  |
| Change Order Amount: |  |
| Role (Check One): | \_\_\_\_\_ General Contractor           \_\_\_\_\_ Subcontractor |
| If General Contractor, list names of major subcontractors employed: |  |
| Name of Owner's Representative: |  |
| Title: |  |
| Telephone Number: |  |
| Business Address: |  |

(b)

|  |  |
| --- | --- |
| Project Description: |  |
| Location (Address, City, State): |  |
| Start Date: |  |
| Planned Completion Date: |  |
| Actual Completion Date: |  |
| Contract Amount: |  |
| Change Order Amount: |  |
| Role (Check One): | \_\_\_\_\_ General Contractor           \_\_\_\_\_ Subcontractor |
| If General Contractor, list names of major subcontractors employed: |  |
| Name of Owner's Representative: |  |
| Title: |  |
| Telephone Number: |  |
| Business Address: |  |

(c)

|  |  |
| --- | --- |
| Project Description: |  |
| Location (Address, City, State): |  |
| Start Date: |  |
| Planned Completion Date: |  |
| Actual Completion Date: |  |
| Contract Amount: |  |
| Change Order Amount: |  |
| Role (Check One): | \_\_\_\_\_ General Contractor           \_\_\_\_\_ Subcontractor |
| If General Contractor, list names of major subcontractors employed: |  |
| Name of Owner's Representative: |  |
| Title: |  |
| Telephone Number: |  |
| Business Address: |  |

*(Add sheets if necessary.)*

11. LIST ALL CONTRACTS DURING THE PAST 10 YEARS FOR WHICH THE BIDDER, OR A MEMBER OF THE BIDDER'S ORGANIZATION, RECEIVED AN UNSATISFACTORY PERFORMANCE RATING, WAS CITED FOR OSHA VIOLATIONS OR FAILED TO COMPLETE WORK.

(a)

|  |  |
| --- | --- |
| Project: |  |
| Location (Address, City, State): |  |
| Name of Owner: |  |
| Explanation: |  |

(b)

|  |  |
| --- | --- |
| Project: |  |
| Location (Address, City, State): |  |
| Name of Owner: |  |
| Explanation: |  |

*(Add sheets if necessary.)*

12. LIST MAJOR CONSTRUCTION EQUIPMENT, FACILITIES OR AIDS THAT BIDDER REPRESENTS IT POSSESSES OR CAN OBTAIN IN TIME TO PERFORM THE WORK; INDICATING WHETHER OWNED OR RENTED AND WHERE OBTAINED.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Equipment | Owned | Leased | Rented | Rental Agent Name | Rental Agent Telephone No. |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

13.  BIDDER REFERS TO THE FOLLOWING BANK(S) AS TO FINANCIAL RESPONSIBILITY OF BIDDER:

(a)

|  |  |
| --- | --- |
| Name of Bank: |  |
| Business Address: |  |
| Contact Name: |  |
| Telephone Number: |  |

(b)

|  |  |
| --- | --- |
| Name of Bank: |  |
| Business Address: |  |
| Contact Name: |  |
| Telephone Number: |  |

(c)

|  |  |
| --- | --- |
| Name of Bank: |  |
| Business Address: |  |
| Contact Name: |  |
| Telephone Number: |  |

14.  INSURANCE AND SURETY COMPANIES AND AGENTS WHO WILL PROVIDE THE REQUIRED INSURANCE AND BONDS ON THIS CONTRACT:

(a)

|  |  |
| --- | --- |
| Name of Company: |  |
| Business Address: |  |
| Type of Insurance or Bond: |  |
| Agent's Name: |  |
| Telephone Number: |  |

(b)

|  |  |
| --- | --- |
| Name of Company: |  |
| Business Address: |  |
| Type of Insurance or Bond: |  |
| Agent's Name: |  |
| Telephone Number: |  |

*(Add sheets if necessary.)*

Note:   This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document.

**END OF DOCUMENT**

## DOCUMENT 00 45 14 Certification of Bidder Regarding Debarment and Suspension

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  , by signing the attached Bid Form, under penalty of perjury, hereby certify that, except as noted below, that the Bidder and/or its principals:

* 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
  2. Have not within a three-year period preceding this Bid entered a guilty plea, been convicted of, or had a civil judgment rendered against any of us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (ii) violation of state or federal antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; and/or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Bidder’s present responsibility;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (local, state, or federal) with commission of any of the offenses enumerated in Item 2 above; and
  4. Have not within a three-year period preceding this Bid had one or more public transactions (local, state, or federal) terminated for cause or default.

Where the Bidder is unable to certify to any of the statements in this Certification because it currently violates or has previously violated the conditions provided in Items 1 through 4 (inclusive), such prospective participant shall provide a description of each instance of violation and attach an explanation to this Bid. The Bidder declares the following exceptions to the above representations:

(If there are exceptions to this certification, insert the exceptions in the space provided below.)

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

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

Exceptions will not necessarily result in denial of award of the Contract but will be considered in determining Bidder responsibility. For each exception noted above, Bidder shall indicate below to whom it applies, name of the government entity, and dates of action:

Exception                          Person                          Government Entity        Dates Inclusive

Note:    This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Documents.

**END OF DOCUMENT**

## DOCUMENT 00 45 15 Certification of Subcontractor, Lower-Tier Subcontractor, or Supplier Regarding...

*Check box if not applicable:*◻ *If applicable, fill out the below:*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , certify, under penalty of perjury, that, except as noted below, my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the Subcontractor, Lower-Tier Subcontractor, or Supplier is unable to certify to any of the statements in this Certification because it currently violates or has previously violated the above conditions of the Certification, such Subcontractor, Lower-Tier Subcontractor, or Supplier shall provide description of each instance of violation and attach an explanation to this Document. The Subcontractor, Lower-Tier Subcontractor, or Supplier declares the following exceptions to the above representations: *(If there are exceptions to this certification, insert the exceptions in the space provided below.)*

Exceptions will not necessarily result in denial of award of the Contract but will be considered in determining Bidder responsibility. For each exception noted above, indicate below to whom it applies, name of the government entity and dates of action:

Exception                          Person                          Government Entity        Dates Inclusive

Name of Firm, Corporation, Partnership or Joint Venture

Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative                                   Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

**END OF DOCUMENT**

## DOCUMENT 00 45 19 Non-Collusion Affidavit

TO THE CITY AND COUNTY OF Anywhere

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

Note:    This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**END OF DOCUMENT**

## DOCUMENT 00 45 36 Certificate of Bidder Regarding Non-Discrimination in Contracts and Benefits

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will comply with Anywhere Labor and Employment Code Article 131, Nondiscrimination in Contracts (“Article 131”), and attests to the following (please **check** the applicable box):

\_\_\_\_ **COMPLIES:** The Anywhere Contract Monitoring Division (CMD) has certified that Bidder is in compliance with Article 131, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the Bid opening date.

\_\_\_\_ **COMPLIANCE PENDING:** Bidder has submitted Form CMD-12B-101 and all required documentation to CMD seeking certification of compliance with Article 131, and determination of compliance is pending review by CMD. Bidder agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

\_\_\_\_ **NON-COMPLIANCE:** Bidder acknowledges that full compliance with Article 131 is a condition precedent for award of the Contract, and if determined to be the low Bidder, Bidder will submit Form CMD-12B-101 and all required documentation within 10 Working Days after the Bid opening date. If CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

Note: The text of Article 131 and Form CMD-12B-101 is available from CMD, 30 Van Ness Avenue, Suite 200, Anywhere 11111, telephone 123 456 7890, and posted on the Web at [https://example.com](https://example.com/). Compliance with the requirements of Article 131 is a condition precedent to award of a contract. Non-compliant Bidders are advised to submit Form CMD-12B-101 and accompanying documentation to CMD at the earliest possible opportunity to avoid delays in obtaining certification with these requirements; waiting to file during the 10-day period after the Bid opening date could cause delays.

Note:    This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document.

**END OF DOCUMENT**

## DOCUMENT 00 45 49 Citybuild/First Source Referral Program Certification

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will participate in the CityBuild/First Source Referral Program, as set forth in Document 00 73 79 (CityBuild /First Source Referral Program) and Anywhere Administrative Code Chapter 83, First Source Hiring Program.

The CityBuild Referral Program promotes employment opportunities for economically disadvantaged individuals of all ethnic backgrounds and genders in the construction work force. The Office of Economic and Workforce Development (LOREM) administers the CityBuild Referral Program by working with state-certified education programs to train construction workers and by working with construction contractors to identify hiring opportunities. The goal of the CityBuild Referral Program is to fill every hiring opportunity with a CityBuild Referral who is trained and prepared to enter the construction industry workforce.

Upon award of a public work contract to a contractor, the contractor shall make good faith efforts to provide hiring opportunities, when available, to CityBuild Referrals. Contractor must notify LOREM of available hiring opportunities and develop a hiring plan for the Project. Contractor shall submit, within 30 days of the date of award, Documents 00 73 79.01 (Form 1: CityBuild Workforce Projection Form) and 00 73 79.02 (Form 2: CityBuild Workforce Hiring Plan).

The contractor must coordinate its efforts with LOREM. Bidders may find more information at the LOREM Website: [https://example.com](https://example.com/) or by calling the CityBuild General Information Line at 123 456 7890.

Note:    This Document is part of the Bid. Signing the Bid Form shall also constitute signature of this Document.

**END OF DOCUMENT**

## DOCUMENT 00 52 00 Agreement

THIS AGREEMENT made for the convenience of the parties this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“CONTRACTOR”), and the City and County of Anywhere, State of State (the “CITY”), acting through the Airport Commission (the “COMMISSION”) of the Anywhere International Airport (the “AIRPORT”), under and by virtue of the CITY Charter and Administrative Code.

By Resolution No. \_\_\_\_\_\_\_\_\_\_, the COMMISSION awarded this AGREEMENT to CONTRACTOR on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (a copy of which is attached and made a part of this AGREEMENT):

Anywhere International Airport Contract No. 11111.2.  
Airport Wide Safety and Security Improvements - Phase 1

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the AIRPORT, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor, materials, equipment, and resources to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR’s obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the AIRPORT.

CONTRACTOR’s execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 – WORK**

1.01     Project Description.

Furnish and install control measures to reduce safety and security risks to Airport guests and workers at the International Terminal. Control measures include new enclosures, roll-up security grilles, doors, door hardware, door alarms, security cameras, and security access control card readers.

1.02     Contract Documents. CONTRACTOR shall provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and CITY concerning the provision of the Work, are defined in Document 00 72 00 (General Conditions) and Document 00 73 00 (Supplementary Conditions). Any undefined term used in this AGREEMENT shall be given the definition set forth in Document 00 72 00 (General Conditions) and Document 00 73 00 (Supplementary Conditions).

1.03   Contractor’s General Responsibilities. CONTRACTOR shall provide on a complete, turnkey basis, a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, Subcontractors, material Suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

1.04     Compliance with Laws.

1. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
2. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, Cal/OSHA, Federal Aviation Administration (FAA), Department of Homeland Security (DHS), Transportation Security Administration (TSA), State Department of Transportation (Caltrans), the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of State, the State Fire Marshal, the National Fire Protection Association, the Anywhere Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
3. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
4. No additional costs will be paid or extensions of time granted as a result of such compliance.

**ARTICLE 2 – CONTRACT TIME AND LIQUIDATED DAMAGES**

2.01     Completion Dates. The total Contract Time is 270 total consecutive calendar days. The Work shall be Substantially Complete within 240 consecutive calendar days after the effective date indicated in the Notice to Proceed as established by the AIRPORT, and Final Completion in accordance with Article 9 of Document 00 72 00 (General Conditions). The Final Completion date is 270 total consecutive calendar days after the effective date indicated in the Notice to Proceed as established by the AIRPORT.

2.02     Liquidated Damages. It is understood and agreed by and between CONTRACTOR and CITY that time is of the essence in all matters relating to the Contract Documents and that CITY will suffer financial loss if the Work is not completed within the above-stated Contract Time, plus any extensions thereof allowed in accordance with Article 7 of Document 00 72 00 (General Conditions). CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR’s failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY the amounts set forth in Document 00 54 39 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Time and the Work remains incomplete.

**ARTICLE 3 – CONTRACT SUM**

3.01     Contract Sum.

1. CONTRACTOR and CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in Document 00 41 00 (Bid Form):
   1. Lump sums for specified portions of the Work
   2. The total of all Unit Price Items bid
   3. The allowances specified
   4. Selected additive/deductive Alternate Bid Items  
      **Contract Sum: $** The price(s) and amount set forth above shall be adjusted during performance or upon Final Completion of the Work in accordance with the Contract Documents.
2. CONTRACTOR understands and agrees that CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

3.02     Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of CITY’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**ARTICLE 4 – LOCAL BUSINESS ENTERPRISE PROGRAM**

The requirements of Anywhere Administrative Code Chapter 14B and its implementing Rules and Regulations, as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), are incorporated by this reference as if fully set forth in this AGREEMENT. The LBE subcontracting requirement for this AGREEMENT is 20% of the Contract Sum. This requirement must be met with qualified Anywhere Small LBE or Micro-LBE firms that are certified by the Anywhere Contract Monitoring Division in the scopes of work/trade(s) listed.

**ARTICLE 5 – LABOR REQUIREMENTS**

5.01     Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the Anywhere Charter, and applicable sections of the Anywhere Administrative Code, including Section 6.22(e), and state law.

5.02     Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Mateo are located at the following website: [https://example.com](https://example.com/) under San Mateo County and the appropriate construction type activities.

**ARTICLE 6 – INDEMNITY, INSURANCE, AND BONDS**

6.01     Indemnification. To the fullest extent permitted by law, and consistent with State Civil Code Section 2782, and as more fully provided in Article 3 of Document 00 72 00 (General Conditions), CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Document 00 73 16 (Insurance Requirements), and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney’s fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work.

1. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents.
2. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of the person indemnified herein.
3. This Paragraph 6.01 shall survive termination or expiration of this AGREEMENT.

6.02     Insurance. CONTRACTOR shall at all times under this AGREEMENT maintain the insurance coverage as required under Article 10 of Document 00 72 00 (General Conditions) and Document 00 73 16 (Insurance Requirements). The AIRPORT will not fund or participate in any owner-controlled (OCIP) or contractor-controlled (CCIP) insurance programs.

6.03     Bonds. CONTRACTOR shall furnish and maintain: (i) a corporate surety bond to guarantee the faithful performance of the Contract (“Performance Bond”) and (ii) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract (“Payment Bond”), each in an amount of not less than 100% of the Contract Sum, with CONTRACTOR as Principal and CITY as sole obligee, in the form provided by the COMMISSION (Document 00 61 13), in conformance with the bond requirements under Article 10 of Document 00 72 00 (General Conditions). CONTRACTOR shall furnish the Performance and Payment Bonds with the execution of this AGREEMENT.

**ARTICLE 7 – RIGHTS AND REMEDIES**

7.01     General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, CITY shall have any and all equitable and legal remedies that it would in any case have.

7.02     No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by CITY shall be a waiver in writing that explicitly states the item or right being waived.

7.03     City’s Remedies for False Claims and Other Violations. Under Anywhere Administrative Code Section 6.80, CONTRACTOR or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of Chapter 6 of the Anywhere Administrative Code or rules and regulations adopted per that Chapter, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of this AGREEMENT, may be declared an irresponsible bidder and debarred according to the procedures set forth in Anywhere Administrative Code Section 6.80, et seq.

1. Additionally, CONTRACTOR or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in Anywhere Administrative Code Section 6.80, et seq.
2. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 7.03.

**ARTICLE 8 – COMPLETE AGREEMENT; MODIFICATIONS IN WRITING**

8.01     This AGREEMENT and the Contract Documents as set forth in Document 00 72 00 (General Conditions) constitute the complete agreement between CITY and CONTRACTOR. This AGREEMENT supersedes and shall control over any other agreement written or oral as between CITY and CONTRACTOR.

8.02     This AGREEMENT and all of the terms and conditions of the Contract Documents shall remain in full force and effect through expiration unless modified in writing and approved by CITY.

**ARTICLE 9 – RESOLUTION OF CONFLICTING TERMS**

The Contract Documents and any other agreements between the parties relating to the Project are intended to be read together and integrated as a whole and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and CITY that should there be any conflict between the terms of this AGREEMENT and CONTRACTOR’s Bid, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

**ARTICLE 10 – GOVERNING LAW AND VENUE**

10.01     Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the CITY Charter and Municipal Code and the laws of the State of State, as applicable.

10.02     Venue. All Claims, counter-claims, disputes and other matters in question between CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of State.

**ARTICLE 11 – NOTICES TO PARTIES**

11.01     Unless otherwise indicated in the Contract Documents, all written communications sent by the parties may be by U.S. mail or electronic mail and shall be addressed as follows:

To CITY:                            John Doe

Anywhere International Airport

Design and Construction

P.O. Box 8888

Anywhere, State 11111

Email: john.doe@example.com

To CONTRACTOR:          **[TBD]**

11.02     From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

11.03     The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any United States Post Office or Post Office Box regularly maintained by the United States Postal Service in a postage-paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

11.04     CONTRACTOR shall notify all Subcontractors, of any tier, and Suppliers for the Project that any preliminary notice, as described in Civil Code Section 9300 et seq., shall be mailed to the City Representative listed in Paragraph 11.01, above. CONTRACTOR shall notify all Subcontractors, of any tier, and Suppliers for the Project that any stop payment notice, as described in Civil Code Section 9350 et seq., shall be mailed to the City Representative listed in Paragraph 11.01, above.

**ARTICLE 12 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE AIRPORT**

12.01     CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by the AIRPORT and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the AIRPORT. CONTRACTOR agrees that all information disclosed by the AIRPORT to CONTRACTOR and marked or otherwise identified as “confidential” shall be held in confidence and used only in performance of this AGREEMENT. CONTRACTOR shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

12.02     CONTRACTOR shall retain all confidential information and maintain such confidentiality for a period of not less than four years from the date of Final Completion. The AIRPORT at its sole option and discretion may, within the four-year period, notify CONTRACTOR in writing that it must preserve the information and its confidentiality for longer than four years. At the expiration of the confidentiality period, CONTRACTOR shall request direction from the AIRPORT as to whether CONTRACTOR should return or destroy the confidential information. Shipment to an AIRPORT-designated storage facility shall be made at the AIRPORT’S sole expense.

12.03     In performance of this AGREEMENT, CONTRACTOR may be required to review documents designated as Sensitive Security Information (SSI) under 49 CFR §1520.5. To the extent documents containing SSI are encompassed in documents reviewed by CONTRACTOR, the contracting entity and all individuals who may review SSI documents may first be required to execute Non-Disclosure Agreements (NDAs) expressly stating that SSI can only be disclosed to persons on a “need to know” basis, as defined in 49 CFR §1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release of SSI may result in civil penalty or other action.

**ARTICLE 13 – TERMINATION**

This AGREEMENT and the other Contract Documents shall terminate upon CONTRACTOR’s fulfillment of all its obligations provided for in the Contract Documents, unless sooner terminated as set forth in Article 14 of Document 00 72 00 (General Conditions).

IN WITNESS WHEREOF, CONTRACTOR and CITY have hereunto set their hands and seals and have executed this AGREEMENT with three originals, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Document 00 73 73 (Statutory Requirements), the CITY’s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging Anywhere companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of State Labor Code Section 3700, which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Principal

BY:

Title

City Supplier Number:

Federal Employer ID Number:

CITY:

BY:                                                                                    Approved as to form:

        Ivan Ivanson, Airport Director

                                                                                          David Davidson

                                                                City Attorney

Attest:                                                                                BY:

            Kandice Kandison, Secretary                                         Ed Edderton

            Airport Commission                                                       Deputy City Attorney

Resolution No.:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adopted on:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**END OF DOCUMENT**

## DOCUMENT 00 54 15 Escrow Bid Documents

### 1.01. SCOPE AND PURPOSE

1. This Document establishes a procedure to preserve all documentary information generated by Contractor in preparation of its Bid Prices for the Work (“Escrow Bid Documents”).
2. The purpose of the Escrow Bid Documents procedure is to create a spirit of cooperation in an atmosphere of honesty and candor between the City and Contractor.
3. The Escrow Bid Documents will be used to assist in the negotiation of price adjustments and Change Orders and in the settlement of disputes and claims. They will not be used for pre-award evaluation of Contractor’s anticipated methods of construction or to assess Contractor’s qualifications for performing the Work.
4. Contractor agrees, as a condition of the award of the Contract, that the Escrow Bid Documents constitute all of the information used in preparation of its Bid, and that no other bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

### 1.02. OWNERSHIP

The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by the City and Contractor as provided in this Document. The City will safeguard the Escrow Bid Documents against disclosure to third parties to the fullest extent permitted by law.

### 1.03. FORMAT AND CONTENTS

1. Bidder may submit Escrow Bid Documents in its usual cost estimation format; a standard format is not required. It is not the intention of this Document to cause Bidders extra work during the preparation of the Bids, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents shall be in English.
2. It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the Work of each Bid Item contained in the Bid Schedule. Bid Items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from Subcontractors and Suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Bidder to arrive at the prices contained in the Bid. Estimated costs should be broken down into the Bidder’s usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract cost, as appropriate. Plant and equipment and indirect costs should be detailed in the Bidder’s usual format. The Bidder’s reallocation of indirect costs, contingencies, markup and other items to each Bid Item shall be identified.
3. All estimates for items of Work that are based in whole or in part upon any baseline statements or information in any Reference Document shall clearly reference the baseline statements used. Contractor shall have no right to an adjustment in the Contract Sum or the Contract Time due to Differing Site Conditions of the General Conditions unless such baseline statements have been clearly identified in the Escrow Bid Documents.
4. All costs shall be identified. For Bid Items amounting to less than ten thousand dollars ($10,000), estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markups, as applicable, are allocated. Bid Documents provided by the City need not be included in the Escrow Bid Documents unless necessary to comply with this Paragraph.   
   Each Subcontractor, whose total subcontract price exceeds 5% of the Total Bid Price, shall provide separate Escrow Bid Documents to be included with those of the Bidder. If Contractor requests to add or substitute any Subcontractor after award, the City retains the right to require Contractor to submit Escrow Bid Documents from the proposed Subcontractor before the addition or substitution is approved.

### 1.04. SUBMITTAL

1. The Escrow Bid Documents shall be submitted by the apparent low Bidder in sealed containers within 10 Working Days after the Bid opening date. The containers shall be clearly marked on the outside with the Bidder’s name, date of submittal, Project title, and the words “Escrow Bid Documents.”
2. The Bidder shall make an appointment and deliver the Escrow Bid Documents in person by an authorized representative of Bidder to:
   1. John Doe  
      Anywhere International Airport  
      674 West Field Road  
      Anywhere, State 11111  
      Email: john.doe@example.com
3. The Escrow Bid Documents shall be accompanied by Document 00 62 76.21 (Escrow Bid Documents Declaration), signed by an individual authorized by the Bidder to execute Bids, stating that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that the Bidder has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.
4. Escrow Bid Documents will be examined, organized and inventoried by the City in the presence of Bidder’s representative who shall be knowledgeable of how the Bid was prepared. This examination is to ensure that the Escrow Bid Documents are legible and complete. It will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition or term of the Contract.
5. If all the documentation required in Article 1.03 has not been included in the original submittal, additional documentation shall be submitted as requested by the City. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between Bidder and the City before making the award. If the Contract is not awarded to the apparent low Bidder, the Escrow Bid Documents of the Bidder next to be considered for award shall be processed as described above.
6. Timely submission of complete Escrow Bid Documents is an essential element of the Bidder’s responsiveness and a prerequisite to a Contract award. Failure to provide the necessary Escrow Bid Documents shall render the Bid non-responsive. The Escrow Bid Documents of any unsuccessful Bidders will be returned following award of the Contract.

### 1.05. STORAGE

The Escrow Bid Documents will be placed in a locked storage container at the Airport for the life of the Contract. Contractor may review the storage location and protocols prior to award of the Contract. If Contractor objects to the storage location and protocols, Contractor may set up an escrow for the Escrow Bid Documents in a mutually agreeable institution at Contractor’s expense. By signing the Contract, Contractor waives any objections to the storage location or protocols.

### 1.06. EXAMINATION

1. The City and Contractor shall each designate, in writing to the other party and within 10 Working Days after award of the Contract, representatives who are authorized to examine the Escrow Bid Documents.
2. At any time deemed necessary by either the City or Contractor to assist in the negotiation of price adjustments and Change Orders or the settlement of disputes and claims, the Escrow Bid Documents may be examined.
3. Examination of the Escrow Bid Documents shall only take place in the presence of the designated representatives of both the City and Contractor.
4. After examination, the Escrow Bid Documents will be resealed in the presence of all designated representatives and returned to the storage location.
5. The Escrow Bid Documents are deemed proprietary and confidential and will be protected from disclosure to third parties to the fullest extent of the law.
6. Reproduction of any portion of the Escrow Bid Documents will not be permitted at any time without the written permission of Contractor.

### 1.07. FINAL DISPOSITION

The sealed Escrow Bid Documents will be returned to Contractor at such time as the following conditions have been satisfied:

1. Work has been completed
2. Final payment has been issued by the City
3. Any litigation has been finally resolved

**END OF DOCUMENT**

## DOCUMENT 00 54 33 Digital Data Release

The Airport may provide Contractor with 3D models, Computer-aided Design Document files, and other digital data (collectively Digital Data) for the limited purpose of facilitating Contractor’s Work and/or document preparation.

1. The Airport providing Digital Data to Contractor is not a representation of the completeness or accuracy of the information contained in the Digital Data.
2. Contractor shall review the Digital Data for completeness and accuracy prior to Contractor’s use of this data, and shall confirm that the Digital Data accurately conforms to the existing Site conditions.
3. Prior to the Airport providing any Digital Data, Contractor shall sign a Digital Data Release and Non-Disclosure Agreement, in a form acceptable to the Airport, releasing the City from any responsibility or liability arising from or related to inaccuracies, incompleteness, or discrepancies in data provided.

**END OF DOCUMENT**

## DOCUMENT 00 54 39 Contract Time and Liquidated Damages

### 1.01. SUMMARY

This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

### 1.02. CONTRACT TIME

1. The total Contract Time is 270 total consecutive calendar days. The Notice to Proceed will be issued by the Airport within five Working Days from the date the Airport notifies Contractor that the Contract has been certified.
2. Substantial Completion
   1. The Work shall commence within five calendar days after the effective date indicated in the Notice to Proceed by the Airport, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of 240 consecutive calendar days.
   2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification and application and approval for all required permits and submittals prior to start of Work.
3. Final Completion
   1. Final completion shall occur no later than 270 total consecutive calendar days after the effective date indicated in the Notice to Proceed.
   2. The time allowed for achieving Final Completion shall include the time required for public notification and application and approval for all required permits and submittals prior to start of Work.

### 1.03. LIQUIDATED DAMAGES

1. The City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City and County of Anywhere the sum of One Thousand Dollars ($1000.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.02B.
2. In addition, Contractor shall pay the sum of One Thousand Dollars ($1000.00) for each calendar day that transpires with the Work not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.02C.

**END OF DOCUMENT**

## DOCUMENT 00 61 00 Bid Bond

Bidder shall have this Bid Bond form executed as indicated below unless the Bid is accompanied by certified check or Irrevocable Standby Letter of Credit.

KNOW ALL BY THESE PRESENTS:

That the undersigned General Contractor as principal and the undersigned Surety as obligor, are held and firmly bound unto the City and County of Anywhere, a municipal corporation, as obligee, in the penal sum of 10% of the amount bid, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

That the General Contractor as principal is submitting a Bid for certain work to be performed for the said City and County of Anywhere described as follows:

 Anywhere International Airport Contract No. 11111.2.  
Airport Wide Safety and Security Improvements - Phase 1

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by said principal be accepted and the Contract be awarded to said principal and if said principal shall within a period of 10 calendar days after such award enter into the Contract so awarded and file the required performance and payment corporate surety bonds certificates of insurance, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| (Corporate Seal) | Name of Firm, Corporation, Partnership or Joint Venture | | |
|  |  | | |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | Principal | | |
|  |  | |  |
|  | By: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | |  | |
|  | |  | |
| (Corporate Seal) | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | | Surety | |
|  | |  | |
| I declare under penalty of perjury, under the laws of the State of State, that I have executed the foregoing bond under an unrevoked power of attorney. Executed on [date]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in [City]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [State]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in conformance with the laws of the State of State. | | | |
|  | |  | |
|  | |  | |
|  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | | Attorney-in-Fact | |
|  |  |  |  |

**END OF DOCUMENT**

## DOCUMENT 00 61 13 Performance Bond & Payment (Labor and Material) Bond

KNOW ALL BY THESE PRESENTS, that WHEREAS, the Airport Commission of the City and County of Anywhere, State of State, has awarded to  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter designated as the “Principal,” a Contract by RESOLUTION NO. \_\_\_\_\_\_\_, adopted on \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ for:

Anywhere International Airport Contract No. 11111.2.

Airport Wide Safety and Security Improvements - Phase 1

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

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

as Surety, are firmly bound unto the City and County of Anywhere in the penal sum of

       (PERFORMANCE BOND)                                                      (PAYMENT BOND)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  and  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

**(PERFORMANCE BOND)**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of Anywhere, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

**(PAYMENT BOND)**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractor or subcontractors, shall fail to pay (i) any of the persons named in State Civil Code Section 9100 for any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor performed under the Contract; or (ii) amounts due the State Unemployment Insurance Code with respect to such work or labor performed under the Contract; or (iii) any amounts required to be deducted, withheld, and paid over to the state of State Employment Development Department from the wages of employees of Principal and subcontractors pursuant to State Unemployment Insurance Code Section 11111 with respect to such work or labor, then the Surety of this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall become and be null and void. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Bond shall inure to the benefit of any of the persons named in State Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, modification, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on these Bonds, and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the terms of the Contract or to the Work or to the Specifications or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_ day of , 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

|  |  |
| --- | --- |
| Principal: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Surety: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Approved as to form:

David Chiu

City Attorney

|  |  |
| --- | --- |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Ed Edderton, Deputy City Attorney |

***Contractor must submit three original executed copies of this***

***Document 00 61 13 (Performance Bond & Payment (Labor and Material) Bond) to the Airport.***

**DOCUMENT 00 61 13**

**PERFORMANCE BOND & PAYMENT (LABOR AND MATERIAL) BOND RIDER FORM**

**RIDER**

Attached to and forming part of the Performance and Payment Bonds Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

On behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In favor of: City and County of Anywhere / Anywhere International Airport Contract No. 11111.2. - Airport Wide Safety and Security Improvements - Phase 1

And in the amount of: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is understood and agreed that effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Bond amount for each bond as it appears on the original bond is being changed:

From: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All other conditions and terms remain as originally written.

***Signed, Sealed, and Dated:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above endorsement is hereby agreed to and accepted:

|  |  |
| --- | --- |
| Principal: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Surety: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Approved as to form:

David Chiu

City Attorney

|  |  |
| --- | --- |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Ed Edderton, Deputy City Attorney |

***Contractor must submit three original executed copies of this Bond Rider Form to the Airport.***

**END OF DOCUMENT**

## DOCUMENT 00 61 26 Irrevocable Standby Letter of Credit

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

Letter of Credit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Airport Commission

City and County of Anywhere

P.O. Box 8097

Anywhere International Airport

Anywhere, State 11111

Commissioners:

We hereby establish an irrevocable standby letter of credit in your favor in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) for the account of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, available by your draft at sight, when accompanied by the following document:

A statement signed by the Airport Director of the City and County of Anywhere to the effect that upon the award to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by the Airport Commission, City and County of Anywhere, of its Airport Contract No. 11111.2., Airport Wide Safety and Security Improvements - Phase 1,at Anywhere International Airport, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ failed to execute said Agreement, furnish the required performance bond and payment (labor and material) bond, or furnish the required insurance certificates within the time required by the Contract Documents.

Drafts drawn under and in compliance with the terms of this letter of credit will be duly honored by us upon presentation and delivery of the document specified above.

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

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

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

**END OF DOCUMENT**

## DOCUMENT 00 62 76.19 Escrow Agreement for Security Deposits in Lieu of Retention

This Escrow Agreement is made and entered into by and between the CITY AND COUNTY OF Anywhere, STATE OF State, whose address is P.O. Box 8097, Anywhere, State 11111, hereinafter called “City,”  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “Contractor,” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “Escrow Agent.”

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to State Public Contract Code Section 11111, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the construction contract entered into between the City and Contractor for Airport Wide Safety and Security Improvements - Phase 1 (Anywhere International Airport Contract No. 11111.2.) in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Contract”). Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of substitution shall be equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of the CITY AND COUNTY OF Anywhere, and shall designate Contractor as the beneficial owner.
2. The City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until such time as the escrow created under this Contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account, provided that such withdrawal is consistent with Paragraph 9.04 of Document 00 72 00 (General Conditions) and Section 6.22(j) of the Anywhere Administrative Code, only by written notice to Escrow Agent accompanied by written authorization from the City to Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days’ written notice to Escrow Agent from the City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and Contractor pursuant to Sections 5 to 8, inclusive, of this Escrow Agreement, and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of the securities and interest as set forth above.
10. The designated City Project Manager or the City Representative indicated below, whichever is current, shall be authorized to give written notice or to receive written notice on behalf of the City.

The name of the person who is authorized to give written notice or to receive written notice on behalf of Contractor in connection with the foregoing is as follows:

a. On behalf of the City:

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Title) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Name) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Signature) |
|  |  |
|  | Anywhere International Airport  P.O. Box 8097, Anywhere, State 11111 |

b. On behalf of Contractor:

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Title) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Name) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Signature) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Address) |

c. On behalf of Escrow Agent:

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Title) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Name) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Signature) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Address) |

At the time the Escrow Account is opened, the City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CITY AND COUNTY OF

Anywhere:

Recommended:

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

Ivan Ivanson, Airport Director

Approved as to form:

David Chiu

City Attorney

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

       Ed Edderton, Deputy City Attorney

CONTRACTOR:

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Title) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Name) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Signature) |

***Note: Contractor shall submit four original executed copies of this Document 00 62 76.19 (Escrow Agreement for Security Deposits in Lieu of Retention) to the Airport.***

**END OF DOCUMENT**

## DOCUMENT 00 62 76.21 Escrow Bid Documents Declaration

*The apparent low Bidder shall submit this declaration with its Escrow Bid Documents within 10 Working Days after the Bid opening date. Refer to Document 00 54 15 (Escrow Bid Documents) for details.*

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereby declare under penalty of perjury pursuant to the laws of the State of State that the Bid documentation contained herein constitutes all the information used in preparation of the Bid, that I have personally examined these contents and have found that this Bid documentation is complete and constitutes all written information used in the preparation of my Bid, and that no other documentation is known to me which is necessary to consider in resolving disputes or claims.

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

|  |
| --- |
| Signature of Bidder of Authorized Representative |

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

|  |
| --- |
| Title |

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

|  |
| --- |
| Bidder's Name |

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

|  |
| --- |
| Date |

**END OF DOCUMENT**

## DOCUMENT 00 62 93 Equipment Suppliers List

*Within 10 Working Days after the Bid opening date, the apparent low Bidder, and any other Bidder so requested, shall complete and submit this Equipment Suppliers List form to the Contract Administrator as specified in Document 00 21 13 (Instructions to Bidders). Bidder shall list equipment manufacturer(s) proposed for use on this Project as required by the Contract Documents for equipment or systems costing in excess of 5% of the Total Bid Price. Submission of this list shall not relieve Bidder from fully complying with the requirements of the Contract Documents, including substitution requests.*

|  |  |  |
| --- | --- | --- |
| 1. | Name of Equipment or System: |  |
| 2. | As specified in Specifications Section: |  |
| 3. | Cost of Equipment or System: |  |
| 4. | Name of Proposed Manufacturer: |  |
| 5. | Business Address (Street, City, State, Zip Code): |  |
| 6. | Telephone Number: |  |
| 7. | Fax: |  |
| 8. | Scope of Work or Equipment Supplied: |  |

|  |  |  |
| --- | --- | --- |
| 1. | Name of Equipment or System: |  |
| 2. | As specified in Specifications Section: |  |
| 3. | Cost of Equipment or System: |  |
| 4. | Name of Proposed Manufacturer: |  |
| 5. | Business Address (Street, City, State, Zip Code): |  |
| 6. | Telephone Number: |  |
| 7. | Fax: |  |
| 8. | Scope of Work or Equipment Supplied: |  |

|  |  |  |
| --- | --- | --- |
| 1. | Name of Equipment or System: |  |
| 2. | As specified in Specifications Section: |  |
| 3. | Cost of Equipment or System: |  |
| 4. | Name of Proposed Manufacturer: |  |
| 5. | Business Address (Street, City, State, Zip Code): |  |
| 6. | Telephone Number: |  |
| 7. | Fax: |  |
| 8. | Scope of Work or Equipment Supplied: |  |

*Copy this page as needed to provide a complete listing.*

**END OF DOCUMENT**

## DOCUMENT 00 62 96 Experience Statement

*Within 10 Working Days after the Bid opening date, the apparent low Bidder, and any other Bidder so requested, shall complete and submit this Experience Statement form to the Contract Administrator as specified in Document 00 21 13 (Instructions to Bidders). Bidder shall furnish the following information regarding the qualifications of each proposed key team member and person or entity proposed to perform Work as required by Article 1.10 of the Instructions to Bidders. Failure to provide and furnish complete information will render Bidder non-responsible for this Contract only and may cause the Bid to be rejected. RESUMES WILL NOT BE ACCEPTED IN LIEU OF THIS REQUIREMENT.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1. EXPERIENCE FOR (CHECK ONE): | | ⬜ Key Team Member ; ⬜ Subcontractor | | | |
| 2. PROJECT POSITION OR SUBCONTRACTOR WORK: | | | | | |
| 3. NAME OF PROPOSED PERSON OR SUBCONTRACTOR: | |  | | 4. TELEPHONE NUMBER: | |
| 5. BUSINESS ADDRESS: |  | | | | |
| 6. NUMBER OF YEARS WITH BIDDING CONTRACTOR: |  | | 7. TOTAL NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION INDUSTRY: | |  |
| 8. IS PROPOSED PERSON EMPLOYED BY BIDDER? ⬜ YES; ⬜ NO; IF “NO”, LIST NAME AND PHONE OF EMPLOYER: | | | | | |
| 9. NAME OF EMPLOYER: | | | | 10. TELEPHONE NUMBER: | |

**Project Experience:**

(a)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROJECT NAME: | |  | | | | | |
| POSITION OR SCOPE OF WORK: | |  | | | | | |
| DATES SPENT AT PROJECT: | |  | | PROJECT COST: | | $ | |
| DESCRIPTION OF POSITION OR SCOPE OF WORK: | | | | | | | |
|  | | | | | | | |
| NAME OF OWNER’S REPRESENTATIVE: | | |  | | | | |
| TITLE: |  | | | | TELEPHONE NUMBER: | |  |
| BUSINESS ADDRESS: | |  | | | | | |

(b)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROJECT NAME: | |  | | | | | |
| POSITION OR SCOPE OF WORK: | |  | | | | | |
| DATES SPENT AT PROJECT: | |  | | PROJECT COST: | | $ | |
| DESCRIPTION OF POSITION OR SCOPE OF WORK: | | | | | | | |
|  | | | | | | | |
| NAME OF OWNER’S REPRESENTATIVE: | | |  | | | | |
| TITLE: |  | | | | TELEPHONE NUMBER: | |  |
| BUSINESS ADDRESS: | |  | | | | | |

(c)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROJECT NAME: | |  | | | | | |
| POSITION OR SCOPE OF WORK: | |  | | | | | |
| DATES SPENT AT PROJECT: | |  | | PROJECT COST: | | $ | |
| DESCRIPTION OF POSITION OR SCOPE OF WORK: | | | | | | | |
|  | | | | | | | |
| NAME OF OWNER’S REPRESENTATIVE: | | |  | | | | |
| TITLE: |  | | | | TELEPHONE NUMBER: | |  |
| BUSINESS ADDRESS: | |  | | | | | |

(d)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROJECT NAME: | |  | | | | | |
| POSITION OR SCOPE OF WORK: | |  | | | | | |
| DATES SPENT AT PROJECT: | |  | | PROJECT COST: | | $ | |
| DESCRIPTION OF POSITION OR SCOPE OF WORK: | | | | | | | |
|  | | | | | | | |
| NAME OF OWNER’S REPRESENTATIVE: | | |  | | | | |
| TITLE: |  | | | | TELEPHONE NUMBER: | |  |
| BUSINESS ADDRESS: | |  | | | | | |

(e)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PROJECT NAME: | |  | | | | | |
| POSITION OR SCOPE OF WORK: | |  | | | | | |
| DATES SPENT AT PROJECT: | |  | | PROJECT COST: | | $ | |
| DESCRIPTION OF POSITION OR SCOPE OF WORK: | | | | | | | |
|  | | | | | | | |
| NAME OF OWNER’S REPRESENTATIVE: | | |  | | | | |
| TITLE: |  | | | | TELEPHONE NUMBER: | |  |
| BUSINESS ADDRESS: | |  | | | | | |

*Copy this page as needed to provide a complete listing.*

**END OF DOCUMENT**

## DOCUMENT 00 63 25 Requests for Product Substitution

In accordance with Document 00 21 13 (Instructions to Bidders), Bidder may submit this form to the Contract Administrator no later than 10 Working Days prior to the Bid opening date to obtain acceptance of unspecified products.

Refer to Document 01 62 00 (Product Options and Substitutions) for required supporting evidence and conditions for approval after Contract award.

|  |  |  |  |
| --- | --- | --- | --- |
| Contract No.: | 11111.2. | Request No.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Project Title: | Airport Wide Safety and Security Improvements - Phase 1 | | |
| Submitted By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Spec. Section: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Paragraph(s): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Drawing Sheet: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Detail(s): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| Proposed Substitution: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Manufacturer/Address/Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Trade Name/Model No.: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| On-Site Representative/Address/Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Installer/Address/Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product History: | \_\_ | New | \_\_ | 2-5 years old | \_\_ | 5-10 years old | \_\_ | More than 10 years old |

Differences between proposed substitution and specified product (Attach required point by point comparative data):

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| Reason for not providing specified item: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

Similar installation where proposed substitution has been used (Project/Address/Architect/Owner/Date Installed):

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Proposed substitution affecting other parts of Work:   \_\_\_ No \_\_\_ Yes: explain

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Changes or modifications needed to coordinate other parts of the Work that will be necessary to accommodate the proposed substitution:

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Savings to City for accepting substitution:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($                         )

Proposed substitution changes Contract Time: \_\_\_ No \_\_\_ Yes:

Add/Deduct \_\_\_\_\_\_\_\_\_\_\_\_ calendar days.

Supporting data attached:  \_\_\_ Product Data \_\_\_ Drawings   \_\_\_ Test Reports   \_\_\_ Samples \_\_\_ Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned certifies that:

1. The proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. The proposed substitution conforms in all respects to the requirements of the Contract Documents and is appropriate for the applications intended.
3. As stated in Specifications Section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the following warranty documentation will be furnished for proposed substitution(s) as provided for the specified product.
4. The same warranty will be furnished for proposed substitution as for specified product.
5. The cost data as stated above is complete. There shall be no claims to the City for additional costs related to an accepted substitution.
6. The proposed substitution does not affect dimensions and functional clearances.
7. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Submitted by: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Firm: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | Date: | \_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| Attachments | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CITY’S REVIEW AND ACTION** | | | | |
| ☐ Substitution accepted - Make submittals in accordance with Division 01  ☐ Substitution accepted as noted - Make corrections and submit in accordance with Division 01  ☐ Substitution rejected - Use specified materials and equipment  ☐ Substitution Request received too late - Use specified materials | | | | |
| Signed |  | | Date |  |
| Note: The City’s acceptance of Contractor’s submittal of Shop Drawings, product data, or Samples supporting this Substitution Request shall not constitute approval of submittals which do not conform to the requirements of the Contract Documents. | | | | |
| Additional Comments: | |  | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |

**END OF DOCUMENT**

## DOCUMENT 00 63 66 Subcontracting Request

Prior to starting Work to be subcontracted, Contractor shall submit for the City’s acceptance the following statement of the Work to be subcontracted, the names of Subcontractors, Suppliers, and Truckers and description and amount of Work to be subcontracted, and attesting that such subcontracting will conform to the requirements of the Contract Documents. Submit one completed Subcontracting Request for each Subcontractor under the Contract. Substitution or replacement of such Subcontractors shall be made only when approved in writing by the City as set forth in State Public Contract Code Section 4107.

Contract No.: 11111.2.  
Project Title:  Airport Wide Safety and Security Improvements - Phase 1

Contractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify that the following subcontracting conforms to the requirements of the Contract Documents and that executed subcontract(s) will incorporate applicable provisions of the Contract Documents in accordance with the requirements of Article 4 of Document 00 72 00 (General Conditions).

|  |  |  |
| --- | --- | --- |
| Signature of Contractor’s Authorized Representative: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

Subcontractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Portion of Work or Bid Item, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Percent of Portion or Bid Item Subcontracted:  \_\_\_\_\_\_\_\_\_%  Amount of Subcontract: $ \_\_\_\_\_\_\_\_\_\_\_\_\_

Percent of Portion or Bid Item performed by LBE joint venture partner, if applicable: \_\_\_\_\_\_\_\_\_%

Describe Work if less than 100% of Portion or Bid Item is Subcontracted:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Subcontracting Type (check applicable boxes):

☐ Specialty; State Specialty License:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_

☐ Listed on Document 00 43 36 (Contractor/Subcontractor List) in accordance with State Public Contract Code Section 4104 et seq.

☐ CMD-certified LBE; Date Certified as LBE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transmit to: ☐  City Representative; Date Transmitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                    ☐  CMD Contract Compliance Officer; Date Transmitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**END OF DOCUMENT**

## DOCUMENT 00 65 19 Final Settlement and Release of Claims

This Agreement and Release of Claims (“Agreement and Release”) made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by and between the CITY AND COUNTY OF Anywhere, STATE OF State (“City”), acting through its Airport Commission, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), whose place of business is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

RECITALS

1. City and Contractor entered into **Contract No. 11111.2., Airport Wide Safety and Security Improvements - Phase 1** (the “Contract”) for the Anywhere International Airport (“Airport”); and
2. Work under the Contract has been completed and the Airport has issued a Notice of Final Acceptance for the Work in accordance with Anywhere Administrative Code Section 6.22(k); and
3. Contractor has submitted its final Application for Payment.

Now, therefore, it is mutually agreed between the City and Contractor as follows:

AGREEMENT

* 1. Contract accounting:

|  |  |
| --- | --- |
| Original Contract Sum: | $ |
| Change Orders (\_\_\_through\_\_\_): | $ |
| Modified Contract Sum: | $ |
| Payments to Date (direct payments to Contractor: | $ |
| Amounts Due before Adjustments for Offsets and Stop Notices: | $ |
| Offsets (e.g., OLSE forfeiture, Non-conforming Work, liquidated damages, etc.): | ($                  ) |
| Outstanding Stop Notices (withheld at 125% of Stop Notice amounts): | ($                  ) |
|  |  |
| **FINAL PAYMENT DUE TO CONTRACTOR** | $ |
|  |  |
| If there is an Escrow Account for Retention: |  |
|  |  |
| Retention Remaining in Escrow Account1: | $ |
| Retention Release to Contractor from Escrow1: | $ |
| Return of Funds to City from Escrow1: | $ |

* 1. Subject to the provisions hereof, the City shall forthwith pay to Contractor the sum stated above as “Final Payment Due Contractor,” less any amounts represented by the Notice to Withhold Funds on file with the Controller of the City and County of Anywhere, as of the date of such payment. Subject to the provisions hereof, the City shall forthwith instruct the Escrow Agent to release the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_1 to Contractor from the Escrow Account.
  2. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the City arising from the performance of the Work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6, below. It is the intention of the City and Contractor in executing this Agreement and Release that, upon Contractor’s receipt of the final payment and escrow release amounts identified in Paragraph 1, above, this Agreement and Release shall be effective as a final accord and satisfaction and a full, final, and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses, and liabilities of Contractor against the City, its boards and commissions, and all of its officers, agents, members, employees, authorized representatives, assignees, and transferees, except for the Disputed Claims set forth in Paragraph 4 below, and continuing obligations described in Paragraph 6 below.
  3. The following claims are disputed (the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:  **Contract Claim No.Date SubmittedDescription of ClaimAmount of Claim**          
     Nothing herein shall operate to toll, waive, or excuse Contractor’s compliance with the Government Code Claim requirements under State Government Code Section 900, *et seq*., and Anywhere Administrative Code Chapter 10 as to the Disputed Claims. Refer to Article 13 of Document 00 72 00 (General Conditions).
  4. Consistent with State Public Contract Code Section 7100, Contractor hereby agrees that in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges the City, its boards and commissions, all of its officers, agents, members, employees, authorized representatives, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Disputed Claims.
  5. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
  6. Contractor shall immediately defend, indemnify, and hold harmless the City, its boards and commissions, and all of its officers, agents, members, employees, authorized representatives, assignees, and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses, and liabilities that may be asserted against them by any of Contractor’s Subcontractors and/or Suppliers of any tier and/or suppliers to them for any and all labor, materials, supplies, and equipment used, or contemplated to be used, in the performance of this Contract.
  7. Contractor hereby waives the provisions of State Civil Code Section 1542, which provides as follows:
     1. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
  8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any Federal, State, county, municipal or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
  9. All rights of the City shall survive the completion of the Work or termination of the Contract, and execution of this Release.

**\* \* \* CAUTION:  THIS IS A RELEASE - READ BEFORE EXECUTING \* \* \***

CITY AND COUNTY OF Anywhere CONTRACTOR

BY ITS AIRPORT COMMISSION

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Ivan Ivanson

 Airport Director    Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[INCLUDE THE FOLLOWING ONLY IF CONTRACTOR IDENTIFIES***

***ONE OR MORE DISPUTED CLAIMS IN PARAGRAPH 4, ABOVE]***

APPROVED AS TO FORM:

       David Chiu

City Attorney

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ed Edderton

  Deputy City Attorney

**END OF DOCUMENT**

## DOCUMENT 00 72 00 General Conditions

### ARTICLE 1. General

**1.01 DEFINITIONS**

1. Wherever a word or phrase defined below, or a pronoun used in place thereof, is used in the Contract Documents (as defined in Paragraph 1.02), it shall have the meaning set forth in this Paragraph 1.01. References to related Paragraphs or Documents are provided for convenience but not to exclude other Paragraphs or Documents where such terms may be used. The colon (“:”) is employed in this Paragraph as a symbol for “shall mean.” A colon also may be employed in these General Conditions or elsewhere in the Contract Documents to set off a paragraph title or heading from the text that follows or as a punctuation mark in a sentence to direct attention to the matter that follows.
   1. Accepted, Approved, Satisfactory: Accepted or approved, or satisfactory for the Work, as determined in writing by the City, unless otherwise specified. Where used in conjunction with the City’s response to schedules, submittals, requests, applications, inquiries, proposals and reports by Contractor, the terms “Accepted,” “Approved,” and “Satisfactory” shall be held to limitations of the City’s responsibilities and duties as specified in these General Conditions. In no case shall the City’s approval be interpreted as a release of Contractor from its responsibilities to fulfill the requirements of the Contract Documents or a waiver of the City’s right under the Contract.
   2. Addenda: Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the Bid Documents. Refer to Document 00 21 13 (Instructions to Bidders).
   3. Agreement: The Agreement or Contract between the City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made part thereof as provided herein. The Contract is fully executed upon certification by the Controller of the City and County of Anywhere as to the availability of construction funds. Refer to Document 00 52 00 (Agreement).
   4. Air Operations Area or “AOA”: The term “Air Operations Area” shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An Air Operations 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.
   5. Airport Commission: The Airport Commission of the City and County of Anywhere, representing the City and County of Anywhere, acting directly or through properly authorized agents limited by particular duties entrusted to them.
   6. Alternate Bid Item: A Bid Item that may be added to or deducted from the Total Bid Price to meet Project construction budget requirements.
   7. Application for Payment: Written request submitted by Contractor to the City for payment of Work completed in accordance with the Contract Documents and approved schedule of values. Refer to Article 9 of these General Conditions.
   8. Approved Equal: Approved in writing by the City as being of equivalent quality, utility, and appearance. Equivalent means equality in the opinion of the City Representative. The burden of proof of equality is the responsibility of Contractor. Refer to Division 01 for procedures for proposing substitutions.
   9. Bid, Bid Documents: Refer to Document 00 21 13 (Instructions to Bidders).
   10. Bidding Requirements: The Documents listed in Document 00 01 10 (Table of Contents) under the heading “Bidding and Contracting Requirements.”
   11. Bonds: Bid, performance and payment (labor and materials) bonds, and other instruments of security acceptable to the City. Refer to Paragraph 10.02 of these General Conditions, Document 00 61 00 (Bid Bond), and Document 00 61 13 (Performance Bond & Payment (Labor and Material) Bond) for Bond forms.
   12. Building Inspection and Code Enforcement (BICE): The Airport division with the responsibility to administer and enforce the applicable building codes, including but not limited to the following responsibilities: review and approve all Airport design and construction projects and tenant improvement proposals; issue Airport building permits; inspect all demolition activities and construction installed within Airport boundaries and in conjunction with ongoing Airport projects; enforce compliance with various building codes, construction standards and regulations; issue certificates of occupancy.
   13. By Others: Work on this Project that is outside the Scope of Work to be performed by Contractor under this Contract, but that will be performed by the City, other contractors, or other means and at other’s expense.
   14. Certificate of Substantial Completion: The written notice issued by the City to Contractor acknowledging that the Work is Substantially Complete as determined by the City. Said Certificate shall not be considered as Final Acceptance of any portion of the Work or relieve Contractor from completing the punch list items attached to said Certificate within the specified time and in full compliance with the Contract Documents.
   15. Change Order: A written instrument prepared by the City issued after the Effective Date of the Agreement and executed in writing by the City and Contractor, stating their agreement upon all of the following: (i) a change in the Work; (ii) the amount of the adjustment in the Contract Sum, if any; (iii) the extent of the adjustment in the Contract Time, if any; and (iv) an amendment to any other Contract term or condition. Refer to Article 6 of these General Conditions.
   16. Change Order Request: Refer to Paragraph 6.03.
   17. City: The City and County of Anywhere, State, identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term “Owner” means the City and its authorized agent or representative.
   18. City Representative: The authorized representative of the City, as identified at the pre-construction meeting convened by the City, in the performance of on-Site inspection and administration of the Contract. All liaisons between the City and Contractor shall be directed through the City Representative. City Representative is also known as “Project Manager,” “Airport Project Manager,” “Contract Manager,” “Airport Contract Manager,” “Owner,” “Construction Manager,” and “Resident Engineer” throughout the Contract Documents.
   19. Claim: A written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, an adjustment in the Contract Sum or Contract Time, or both, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and Contractor arising out of or related to the Contract Documents of the performance of the Work, which is submitted in accordance with the requirements of the Contract Documents. Refer to Article 13 of these General Conditions.
   20. Clarification: A document consisting of supplementary details, instructions, or information issued by the City which clarifies or supplements the Contract Documents. Clarifications do not constitute a change in Contract Work, Contract Sum, or an extension of Contract Time. For example, refer to “Field Memo.” Refer to Article 6 of these General Conditions Work.
   21. Code: The latest editions of the Anywhere Municipal Code, as well as any local, State of State, or federal law, statute, ordinance, rule, or regulation having jurisdiction or application to the Project.
   22. Commission: Refer to “Airport Commission.”
   23. Contract: All of the Contract Documents. Refer to Paragraph 1.02.
   24. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by the City to Contractor for the performance of the Work under the Contract Documents. Refer to Document 00 52 00 (Agreement).
   25. Contract Time(s): The number of consecutive days as stated in Document 00 52 00 (Agreement) and Document 00 54 39 (Contract Time and Liquidated Damages), from the start date specified in the Notice to Proceed to: (i) achieve Substantial Completion; (ii) achieve Final Completion so that it is ready for Final Acceptance as evidenced by the City’s issuance of Notice of Final Acceptance as required by Anywhere Administrative Code Section 6.22(k); and (iii) achieve any interim Milestones specified in the Contract Documents.
   26. Contracting Requirements: The Contracting Requirements establish the rights and responsibilities of the parties and include these General Conditions and the Documents as listed under Bidding and Contracting Requirements in Document 00 01 10 (Table of Contents).
   27. Contractor: The person or entity with whom the City has executed the Agreement and identified as such therein and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term “Contractor” means Contractor or its authorized representative.
   28. Controller: Controller of the City and County of Anywhere.
   29. Critical Path: A continuous chain of activities with zero float running from the start event to the finish event in the schedule.
   30. Critical Path Method: Refers to the critical path method scheduling technique.
   31. Day: References to “day” shall be construed to mean a calendar day of 24 hours, unless otherwise specified.
   32. Default: Refer to Paragraph 14.01 for cause.
   33. Delivery: In reference to an item specified or Indicated shall mean for Contractor and/or Supplier to have delivered and to unload and store with proper protection at the Site. Refer to Paragraph 9.10 for delivery to another (Off Site) location.
   34. Department Head: The contracting officer for the Contract (i.e., the General Manager of the Anywhere Public Utilities Commission, the Director of the Anywhere Public Works, the Executive Director of the Port of Anywhere, the General Manager of the Anywhere Recreation and Parks Department, the Director of Transportation of the Anywhere Municipal Transportation Agency, or the Director of the Anywhere International Airport, as appropriate), or his/her designee, acting directly or through properly authorized representatives, agents, and consultants, limited by the particular duties entrusted to them. Refer to Document 00 52 00 (Agreement).
   35. Designated, Determined, Directed: Required by the City, unless otherwise specified. Refer to Paragraph 2.01.
   36. Differing Site Conditions: Refer to Paragraph 3.03.
   37. Division: A grouping of Documents of the Specifications describing related construction products and activities. Refer to Document 00 01 10 (Table of Contents) for a listing of Division and Document numbers and titles.
   38. Drawings: The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
   39. Effective Date of the Agreement: The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed by the last of the two parties to sign, or when the Controller of the City and County of Anywhere certifies the availability of funds, whichever is later.
   40. Field Memo: A written memo issued by the City which provides instructions or requires minor changes in the Work but which does not involve a change in the Contract Sum or the Contract Time. Refer to Paragraph 6.02.
   41. Final Acceptance: The date of written acceptance of the Work by the Department Head, issued in accordance with Section 6.22(k) of the Anywhere Administrative Code, when all Work has been fully and satisfactorily completed in accordance with the Contract Documents, including all items on Punch Lists, and when all contractual and administrative requirements have been fulfilled.
   42. Final Completion: The completion by Contractor of all Work, including all items on Punch Lists.
   43. Force Account Work: Change Order Work to be paid for on the basis of direct costs plus markup on direct costs for overhead and profit as provided in Paragraph 6.07.
   44. Furnish: Purchase and deliver to the Site, including proper storage only; no installation is included. The term “Furnish” also means to Supply and Deliver to the Site.
   45. General Requirements: The General Requirements include all Documents in Division 01 and govern the execution of the Work of all sections of the Specifications.
   46. Guarantee to Repair Period: The period specified in Paragraph 8.03 of these General Conditions or Division 01 during which Contractor must correct Non-conforming Work.
   47. Indicated: Shown or noted on the Drawings or written in the Specifications.
   48. Inspector: Any inspector or inspectors of the Airport who is or are assigned by the City Representative for inspection of Work to be done under Contract, limited by particular duties entrusted by the City Representative.
   49. Install: Apply, connect, or erect items for incorporation into the Project; Furnishing or Supplying is not included. The term “Install” also describes operations at the Site, including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, and finishing, curing, protecting, cleaning, and similar operations.
   50. Installer: A person engaged by Contractor, its Subcontractor or Lower-Tier Subcontractor for performance of a particular element of construction at the Site, including installation, erection, application, and similar required operations.
   51. Item: A separate, distinct portion of the whole Work, which may comprise material, equipment, article, or process.
   52. Lower-Tier Subcontractor or Supplier: A person or entity who has a direct contract with a Subcontractor or Supplier, or with another Lower-Tier Subcontractor or Supplier, to perform a portion of the Work at the Site or to furnish Materials or equipment to be incorporated in the Work by Contractor, Subcontractor, or Lower-Tier Subcontractor, as applicable.
   53. Material or Materials: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished and/or installed in connection with the Contract, except where a more limited meaning is indicated by context.
   54. Milestone: A principal date or time specified in the Contract Documents relating to an intermediate event prior to Substantial Completion.
   55. Modification: A document incorporating one or more Change Orders approved by the City to comply with the Certification by Controller requirements of the City’s Charter as stated in Document 00 52 00 (Agreement).
   56. Non-conforming Work: Work that is unsatisfactory, faulty, defective, omitted, incomplete or deficient; Work that does not conform to the requirements of the Contract Documents; Work that does not meet the requirements of inspection, reference standards, tests, or approval referred to in the Contract Documents; or Work that has been damaged or disturbed by Contractor’s operations contrary to the Contract Documents prior to Final Completion.
   57. Notice of Default: Refer to Paragraph 14.01.
   58. Notice of Potential Claim: Refer to Paragraph 13.02.
   59. Notice to Proceedor “NTP”: The written notice issued by the City to Contractor authorizing Contractor to proceed with the Work and establishing the date of commencement of the Contract Time. The Contract Documents may specify more than one NTP applicable to different phases of the Work.
   60. Off Site: Outside geographical location of the Contract.
   61. Paragraph: A paragraph under an Article of these General Conditions. Refer to Document 00 01 10 (Table of Contents) for a listing of Article and Paragraph numbers and titles.
   62. Partial Utilization: The stage in the progress of Work, prior to Substantial Completion, when the City finds the Work, or designated portion thereof, sufficiently complete in accordance with the Contract Documents to occupy and utilize the Work for its intended use.
   63. Project: Refer to “Work.”
   64. Project Manual: The bound written portion of the Contract Documents prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which consists of the Documents and Specification sections and may include schedules, is contained in Document 00 01 10 (Table of Contents).
   65. Punch List/Final Completion: A punch list prepared by the City identifying deficient Items to be corrected by Contractor prior to Final Completion. Refer to Paragraph 9.09.
   66. Punch List**/**Substantial Completion: The list provided by the City identifying Items that shall be corrected or completed before the City considers the Work Substantially Complete. Refer to Paragraph 9.08.
   67. Quality Assurance: All those planned and systematic actions necessary to provide adequate confidence that a Quality Control Program has been applied.
   68. Quality Control: Those actions that control and measure the characteristics of an item, process, or facility against established requirements to ensure that a product or service will satisfy given requirements for quality.
   69. Reference Documents: Refer to Document 00 21 13 (Instructions to Bidders) and Document 00 31 00 (Reference Documents).
   70. Regular Working Hours: 7:00 AM to 3:30 PM, Monday through Friday, except City legal holidays.
   71. Request for Information: A document prepared by Contractor requesting information from the City regarding the Project or Contract Documents.
   72. Proposed Change Order: A document prepared by the City requesting a quotation of cost or time from Contractor for additions, deletions, or revisions in the Work, initiated by the City or Contractor.
   73. Request for Substitution: A request from Contractor in accordance with the conditions specified in Division 00 and Division 01 to substitute a Material, product, thing, or service specified in the Contract Documents with an equal material, product, thing, or service. Refer to Paragraph 3.11 of these General Conditions, Document 00 63 25 (Request for Product Substitution), and Document 01 62 00 (Product Options and Substitutions).
   74. Required: In accordance with the requirements of the Contract Documents.
   75. Samples: Physical examples of materials, equipment, or workmanship that are submitted for adjudication of their compliance with the Specifications.
   76. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are prepared or assembled by or for Contractor and submitted to the City.
   77. Site: Geographical location of the Project as indicated elsewhere in the Contract Documents.
   78. Special Provisions: The part of the Contract Documents that amends, modifies, or supplements these General Conditions. The Special Provisions include the 00 73-series, Document 00 54 39 (Contract Time and Liquidated Damages), and Document 01 35 91 (Archeological Conditions), as listed in Document 00 01 10 (Table of Contents).
   79. Specifications: The portion of the Project Manual comprising Division 01 through Division 48 and listed in Document 00 01 10 (Table of Contents), consisting of requirements and technical descriptions of materials, equipment, systems, standards, and workmanship for the Work, and performance of related administrative services.
   80. Specified: Written or indicated in the Contract Documents.
   81. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the Work. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor. The term “Subcontractor” shall also include contracts assigned to Contractor if so provided in Document 00 73 00 (Supplementary Conditions), or specified in the General Requirements (Division 01). Unless a Contract Document expressly states to the contrary, the term “Subcontractor” includes a person or entity who has a direct contract with Contractor to provide professional services in connection with the Work such as (but not limited to) engineering services, design professional services, and/or construction administration services.
   82. Substantial Completion: The stage in the progress of the Work, when the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents including receipt of a temporary certificate of occupancy, if applicable, issued by the agency having jurisdiction over the Work so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.
   83. Supplementary Conditions: The part of the Contract Documents that amends, deletes, or modifies these General Conditions. The Supplementary Conditions are set forth in Document 00 73 00 (Supplementary Conditions).
   84. Supplier: A manufacturer, fabricator, distributor, or vendor having a direct contract with Contractor or with a Subcontractor to furnish Materials or equipment to be incorporated in the Work.
   85. Supply: Refer to “Furnish.”
   86. Total Bid Price: Refer to Document 00 21 13 (Instructions to Bidders).
   87. Trucker: A business which provides trucking services for profit including sub-haulers, independent truckers, and brokers as these terms are commonly understood within the trucking industry.
   88. Unavoidable Delay: Refer to Paragraph 7.02.
   89. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
   90. Unilateral Change Order: A written Change Order to Contractor issued after the Effective Date of the Agreement in accordance with Paragraph 6.05.
   91. Unit Price Work: Work to be paid for on the basis of unit prices and actual quantities of Work. Refer to Paragraph 6.08.
   92. Work: The performance by Contractor of all its responsibilities and obligations set forth in the Contract Documents. Work shall include, but not be limited to, providing all labor, services, and documentation required by the Contract Documents. References in the Contract Documents to “Work” may be to Items of Work. Refer to Paragraph 1.03.
   93. Working Day: Any day of the week except Saturdays, Sundays, and statutory holidays.

**1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS**

1. The Contract Documents form the entire Contract for the construction of the Work and consist of the following:
2. The Drawings, Project Manual, and all Addenda thereto;
3. The Agreement and other documents listed in the Agreement;
4. Change Orders, Unilateral Change Orders, and Clarifications issued after execution of the Contract; and
5. All provisions of the Bid Documents, as defined in Document 00 21 13 (Instructions to Bidders), or Request for Qualifications and Request for Proposals, not in conflict with the foregoing.
6. Nothing in the Contract Documents shall be construed to create a contractual relationship between the City and a Subcontractor, Supplier, Lower-Tier Subcontractor, or Supplier or a person or entity other than the City and Contractor.
7. The Contracting Requirements and the General Requirements contain information necessary for completion of every part of the Project and are applicable to each Document of the Specifications. Where Items of Work are performed under subcontracts, each Item shall be subject to the Contracting Requirements and General Requirements.

**1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS**

1. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. The Contract Documents will be construed in accordance with the laws of the State of State, the City’s Charter and Administrative Code, and applicable building codes and statutes of the city and/or county where the Project is located.
2. The intent of the Contract Documents is to describe and provide for a functionally complete and operational Project (or part thereof) to be constructed in accordance with the Contract Documents. All Work, Materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be provided by Contractor with no change in the Contract Sum or Contract Time.
3. Arrangement and titles of Drawings, and organization of the Specifications into Divisions, Documents, parts and articles in the Contract Documents shall not be construed as segregating the various units of Material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Contractor may arrange and delegate its Work in conformance with trade practices, but Contractor shall be responsible for completion of all Work in accordance with the Contract Documents. The City assumes no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The City assumes no responsibility to act as arbiter to establish subcontract limits between portions of the Work.
4. In interpreting the Contract Documents, words describing Materials or Work with a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning.
5. A typical or representative detail on the Drawings shall constitute the standard for workmanship and Material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be submitted to the City for approval. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.
6. In the event of a conflict in the Contract Documents regarding the quality of a product, Contractor shall request Clarification from the City as provided in Paragraph 6.02 before procuring said product or proceeding with the Work affected thereby.
7. The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories on the Drawings is shown in diagrams and symbols to illustrate the relationships existing between the parts of the Work; all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. If rerouting, i.e. relocating a duct, pipe, conduit or similar utilities from the indicated room or space to another room or space to avoid structural interferences, results in a total linear footage which exceeds 125% of the indicated route if the structural interferences did not exist, then Contractor will be compensated for the amount in excess of 125% under the provisions for Change Orders of Article 6 of these General Conditions. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work; shall be performed in such sequence and manner as to avoid conflicts; shall provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment; shall obtain maximum headroom; and shall provide adequate clearances as required for operation and maintenance, and as required by the State Building Standards Code or Code of other public authority having jurisdiction.
8. Unless otherwise Indicated in the Contract Documents, the Drawings shall not be scaled for dimensions when figured dimensions are given, or when dimensions could be calculated or field measured. When a true dimension cannot be determined from the Drawings or field measurement, Contractor shall request promptly the same from the City and shall obtain a Clarification from the City before proceeding with the Work affected thereby.
9. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
10. When there is a conflict between existing on-Site conditions and information Indicated on the Drawings, other than Differing Site Conditions as defined in Paragraph 3.03, the existing condition shall govern. Contractor shall perform the Work and adjust to the existing condition at no additional cost to the City, provided Contractor should have known of such conflicts based on its reasonable investigation of the Site prior to submitting its Bid in accordance with the requirements of Document 00 21 13 (Instructions to Bidders).
11. All references in the Contract Documents to satisfactory, sufficient, reasonable, acceptable, suitable, proper, correct, or adjectives of like effect shall be construed to describe an action or determination of the City Representative for the sole purpose of evaluating the completed Work for compliance with the requirements of the Contract Documents and conformance with the intent as expressed in subparagraph 1.03B. Such determinations of the City Representative shall be final and conclusive.
12. All references to specific Contract Documents shall exclude extension numbers generated for different types of City contracts. For example, references to “Document 00 52 00” shall refer to Document 00 52 00, Document 00 52 00.01, 00 52 00.02, or 00 52 00.03, whichever is included in this Contract.

**1.04 AMENDMENT OF CONTRACT DOCUMENTS**

1. The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) Change Order, (ii) Modification, or (iii) Unilateral Change Order.
2. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways: (i) a Clarification, written interpretation, or other bulletin issued by the City; or (ii) the City’s review and acceptance of a Shop Drawing or Sample in accordance with Paragraph 2.01.

**1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS**

1. The Contract Documents are intended to be read together and integrated as a whole and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between Contractor and the City that should there be any conflict between the terms of the Contract Documents and the Bid submitted by Contractor, the Contract Documents shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with the Contract Documents.
2. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail (listed in order of highest to lowest precedence):
3. Modifications, Change Orders, and Unilateral Change Orders in inverse chronological order, and in same order as specific portions they are modifying
4. Written Clarifications
5. Certified Agreement
6. Addenda
7. Special Provisions
8. These General Conditions
9. General Requirements (Division 01)
10. Other Contracting Requirements
11. Divisions 2 through 48 of the Specifications
12. Drawings
13. Bid Documents
14. With reference to the Drawings, the order of precedence shall be as follows (listed in order of highest to lowest precedence):
15. Written numbers over figures, unless obviously incorrect
16. Figured dimensions over scaled dimensions
17. Large-scale Drawings over small-scale Drawings
18. Schedules on Drawings or in Project Manual over conflicting information on other portions of Drawings
19. Detail Drawings govern over general Drawings
20. Drawing with highest revision number prevails

**1.06 REUSE OF CONTRACT DOCUMENTS**

The Contract Documents were prepared for the Work of this Contract only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of the City. Any unauthorized use of the Contract Documents is at the sole liability of the user.

### ARTICLE 2. City's Responsibilities and Rights

**2.01 ADMINISTRATION OF THE CONTRACT**

1. The City shall administer the Contract as described in the Contract Documents. Reference is made to Division 01 for administrative requirements and procedures.
2. The Department Head will designate in writing an authorized representative with limited authority to act on behalf of the City. The City may at any time during the performance of this Contract make changes in the authority of any representative or may designate additional representatives in accordance with the City’s Charter and Codes. These changes will be communicated to Contractor in writing. Contractor assumes all risks and consequences of performing work pursuant to any order, including but not limited to instruction, direction, interpretation or determination, of anyone not authorized to issue such order.

**2.02 INFORMATION AND SERVICES**

1. The City’s survey information, such as monuments, property lines, and reports describing physical characteristics, legal limitations, and utility locations for the Site are available as Reference Documents.
2. The City shall apply and pay for the building permit if required for the Work and shall pay all permanent utility service connection fees. All other permits, easements, approvals, temporary utility charges, and other charges required for construction shall be secured and paid for by Contractor in accordance with Paragraph 3.06.
3. The City’s responsibility with respect to certain inspections, tests, and approvals is set forth in Article 8 of these General Conditions.

**2.03 RIGHT TO STOP THE WORK; CONTRACTOR’S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT**

1. The City may order Contractor to stop the Work, or a portion thereof, until the cause for such order has been eliminated. Any such order to stop the Work shall be in writing, provide Contractor with an effective date for stopping Work, and shall be signed by the City Representative. Unless otherwise agreed to by the City, Contractor shall not be entitled to an adjustment of the Contract Time or Contract Sum as a result of any such order to stop the Work.
2. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or other person or entity.
3. Reasons for ordering Contractor to stop the Work, or a portion thereof, include, but are not limited to, the following:
4. Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents; or
5. Contractor fails to carry out Work in accordance with the Contract Documents; or
6. Contractor disregards the authority of the authorized City Representative; or
7. Contractor disregards the laws and regulations of a public body having jurisdiction over the Project; or
8. Contractor violates in any substantial way any provisions of the Contract Documents; or
9. Contractor fails to maintain current certificates of insurance on file with the City; or
10. Original Contract Work is proceeding but will be modified by a pending Change Order.
11. In the event that Contractor (i) fails to maintain current certificates of insurance on file with the City; (ii) commits criminal or unlawful acts; (iii) creates safety hazards; or (iv) commits acts or creates conditions that would have an immediate adverse impact on the well-being of the Project, the City, the public, and/or Contractor’s employees, the City shall have the right to order Contractor to stop the Work immediately, without prior notice.

**2.04 RIGHT TO CARRY OUT THE WORK**

1. In the event that Contractor fails to carry out the Work in accordance with the Contract Documents and fails to promptly correct or prosecute the Work within a three-day period following a written notice of a deficiency from the City, or other such period as may be specified elsewhere in the Contract Documents, the City may, without prejudice to other remedies the City may have, correct such deficiencies.
2. In such case the City will deduct all costs of such corrections, including the costs of City staff and consultants, from amounts due Contractor. If funds remaining under the Contract are not sufficient to cover the costs of such corrections, Contractor shall reimburse the City.

**2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK**

By executing this Contract, Contractor agrees that the City has the right to do any or all of the following, which are reasonable and within the contemplation of the parties: (i) order changes, additions, deletions, and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) issue changes, additions, deletions, and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) issue changes due to unforeseen or Differing Site Conditions; (iv) suspend the Work, or parts thereof, or limit access to portions of or all of the Work, for the convenience of the City or in the interests of the Project as described in Paragraph 14.02; and (v) delay or disrupt the Work due to failure of the City to timely perform any contractual obligation. Delays or disruptions to the Work caused by the City may be compensable delays as described in Paragraph 7.02.

**2.06 EXAMINATION OF RECORDS; AUDIT**

1. The City shall have the right to examine, copy, and audit all documents (whether paper, electronic, or other media) and electronically stored information, including, but not limited to, any and all books, estimates, records, contracts, escrow bid documents, bid cost data, schedules, subcontracts, job cost reports, correspondence, and other data, including computations and projections, of Contractor, Subcontractors, Lower-Tier Subcontractors, and Suppliers related to bidding, negotiating, pricing, or performing the Work covered by: (i) a Change Order Request (COR); (ii) Force Account Work; or (iii) a Contract Claim. In the event that Contractor is a joint venture, said right to examine, copy, and audit shall apply collaterally and to the same extent to the records of the joint venture sponsor, and those of each individual joint venture member.
2. Upon written notice by the City, Contractor immediately shall make available at its office at all reasonable times the materials noted in subparagraph 2.06A for examination, audit, or reproduction. Notice shall be in writing, delivered by hand or by certified mail, and shall provide not fewer than five-days’ notice of the examination and/or audit. The City may take possession of the records and materials noted in subparagraph 2.06A by reproducing documents for off-site review or audit. When requested in the City’s written notice of examination and/or audit, Contractor shall provide the City with copies of electronic documents and electronically stored information in a reasonably usable format that allows the City to access and analyze all such documents and information. For documents and information that require proprietary software to access and analyze, Contractor shall provide the City with two licenses with maintenance agreements authorizing the City to access and analyze all such documents and information.
3. The City has sole discretion as to the selection of an examiner or auditor and the scope of the examination or audit.
4. The City may examine, audit, or reproduce the materials and records under this Paragraph 2.06 from the date of award until three years after final payment under this Contract.
5. Failure by Contractor to make available any of the records or materials noted in subparagraph 2.06A or refusal to cooperate with a notice of audit shall be deemed a material breach of the Contract and grounds for termination for cause.
6. Contractor shall insert a clause containing all the provisions of this Paragraph 2.06 in all subcontracts of Subcontractors and Lower-Tier Subcontractors and Suppliers for this Contract over $10,000.

**2.07 NO WAIVER OF RIGHTS**

None of the following shall operate as a waiver of any provision of this Contract or of any power herein reserved by the City or any right to damages herein provided:

1. Inspection by the City or its authorized agents or representatives; or
2. Any order or certificate for payment, or any payment for, or acceptance of the whole or any part of the Work by the City; or
3. Any extension of time; or
4. Any position taken by the City or its authorized agents or representatives.

**2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES**

The City, its boards and commissions, and all of their officers, agents, members, employees, and authorized representatives shall have no liability to Contractor for any type of special, consequential, or incidental damages arising out of or connected with Contractor’s Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or rescission of the Work or this Contract, negligence or strict liability by the City, its boards and commissions, and their representatives, consultants or agents.

### ARTICLE 3. Contractor's Responsibilities

**3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS**

1. The Contract Documents are not complete in every detail but show the purpose and intent only, and Contractor shall comply with their true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy or ambiguity that appear in the Contract Documents, instructions or work performed by others.
2. Contractor shall verify all dimensions and determine all existing conditions that may affect its Work adequately in advance of the Work to allow for resolution of questions without delaying said Work, and Contractor shall be responsible for the accuracy of such dimensions and determinations.
3. Contractor shall carefully review the appropriate portions of the Contract Documents a minimum of 30 days in advance of the Work to be executed for the express purposes of checking for any manifest errors, omissions, discrepancies, or ambiguities. Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies, or additional administrative effort caused by Contractor’s untimely review of the Contract Documents.
4. Contractor shall notify the City in writing promptly as specified in Paragraph 6.02 upon discovery of errors, omissions, discrepancies, or ambiguities, and the City will issue a Clarification or Request for Information (RFI) reply as to the procedure to be followed. If Contractor proceeds with any such Work without receiving such Clarification or RFI reply, it shall be responsible for correcting all resulting damage and Non-conforming Work.
5. Contractor shall be responsible for its costs and the costs of its Subcontractors to review Contract Documents and field conditions and to implement and administer an RFI system throughout the Contract Time in accordance with the requirements of Division 01. Contractor shall be responsible for costs incurred by the City for the work of the City’s consultants and City’s administrative efforts in answering Contractor’s RFIs where the answer could reasonably be found by reviewing the Contract Documents.
6. Prior to the start date established in the Notice to Proceed (NTP), Contractor and the City Representative shall visit the Site and adjacent properties as necessary to document readily observable existing conditions including photographs. Contractor shall document these conditions and shall submit prior to the start date a complete report of existing conditions determined by the Site survey as Indicated in Division 01.

**3.02 SUPERVISION OF THE WORK**

1. Unless there are specific provisions in the Contract Documents to the contrary, Contractor shall be solely responsible to fully and skillfully supervise and coordinate the Work and control the construction means, methods, techniques, sequences and procedures. Contractor shall be solely responsible for its failure to carry out the Work in accordance with the Contract Documents and for the acts or omissions of Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. Contractor is solely responsible for maintaining safe conditions on the Site at all times, in accordance with Article 12 of these General Conditions.
2. Contractor shall supervise and coordinate the Work of its Subcontractors so that information required by one will be furnished by others involved in time for incorporation into the Work in the proper sequence and without delay of materials, devices, or provisions for future Work.
3. Whenever the Work of a Subcontractor is dependent upon the work of other subcontractors or contractors, then Contractor shall require the Subcontractor to:
   1. Coordinate its Work with the dependent work;
   2. Provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
   3. Supply and install items to be built into dependent work of others;
   4. Make provisions for dependent work of others;
   5. Examine dependent drawings, specifications and submittals;
   6. Examine previously placed dependent work;
   7. Check and verify dependent dimensions of previously placed work;
   8. Notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and
   9. Not proceed with its Work until the unsatisfactory dependent conditions have been corrected.
4. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies, and Clarifications given by the City in accordance with the terms of this Contract, but nothing herein contained shall be taken to relieve Contractor of any of its obligations or liabilities under this Contract, or of performing its required detailed direction and supervision.
5. Contractor shall at all times permit the City, its agents and authorized representatives to: (i) visit and inspect the Work, the Materials and the manufacture and preparation of such Materials; (ii) subject them to inspection at all such places; and (iii) reject if the Work does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the City as set forth in Article 8 of these General Conditions.
6. Whenever Contractor desires to perform Work outside Regular Working Hours, Contractor shall give notice to the City of such desire and request and obtain the City’s written permission at least three Working Days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the City may make the necessary arrangement for testing and inspection.
7. If Contractor receives a written notice from the City that a Clarification is forthcoming from the City, all Work performed before the receipt of the Clarification shall be coordinated with the City to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the City’s written notice but before receipt of the Clarification and not so coordinated shall be at Contractor’s risk.
8. During all disputes or disagreements with the City, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and Contractor may otherwise agree in writing.

**3.03 DIFFERING SITE CONDITIONS**

1. Consistent with State Public Contract Code Section 7104, if any of the following conditions are encountered at the Site, Contractor shall promptly, and before such conditions are disturbed, notify the City in writing.
   1. Material that Contractor believes may be material that is hazardous waste, as defined in State Health and Safety Code Section 11111, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
   2. Subsurface or latent physical conditions at the Site differing materially from those Indicated by information about the Site made available to Bidders prior to the deadline for submitting Bids.
   3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents.
2. Contractor’s written notice shall include the following information concerning such conditions: (i) location; (ii) nature and extent; (iii) a description of how such conditions affect the Work; (iv) recommended methods to overcome such conditions; (v) the baseline conditions described in the Contract Documents that formed the basis of Contractor’s expectations regarding the conditions that would be encountered; and (vi) the results of any testing, sampling, or other investigation conducted by Contractor.
3. Differing Site Conditions shall **not** include:
   1. All that is Indicated in or reasonably interpreted from the Contract Documents or Reference Documents;
   2. All that could be seen on Site;
   3. Conditions that are materially similar or characteristically the same as those Indicated or described in the Contract Documents or Reference Documents;
   4. Conditions where the location of a building component is in the proximity where Indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
4. The City will promptly investigate the conditions reported in Contractor’s written notice and will issue a written report of findings to Contractor.
5. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the City’s investigation of potential Differing Site Conditions.
6. Only if the City determines, in its sole and reasonable discretion, that the conditions reported do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost or time required to perform all or part of the Work, will the City issue a Change Order as provided in Article 6 of these General Conditions. If the City determines that a differing condition exists, Contractor shall promptly submit a cost proposal and/or time adjustment proposal, as appropriate, per Article 6 to facilitate the timely negotiation and execution of a Change Order.
7. If Contractor disagrees with the City’s determination and wishes to pursue an adjustment to the Contract Sum and/or Contract Time, Contractor must timely submit a written Notice of Potential Claim to the City as provided in Paragraph 13.02. Contractor’s Notice of Potential Claim must include the information required by Paragraph 13.02 and must also identify the escrow bid documents that formed the basis of Contractor’s Bid to perform the Work affected by the alleged Differing Site Condition. In the event of such disagreement, Contractor shall proceed with all Work to be performed under the Contract Documents and shall not be excused from any scheduled completion date provided for by the Contract Documents.
8. Failure by Contractor to comply with the requirements of this Paragraph 3.03 concerning the timing and content of any notice of Differing Site Conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or Differing Site Conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

**3.04 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS**

1. Contractor shall at all times be represented at the Site by Contractor’s competent project manager or superintendent whom it has authorized in writing to make decisions and receive and carry out any instructions given by the City. Contractor shall be held liable for the faithful compliance with such instructions. Prior to the issuance of NTP, Contractor shall inform the City in writing of the names, addresses, and telephone numbers of its key personnel whom it has authorized to act as its representatives at the Site and who are to be contacted in case of emergencies at the Site during non-working hours, including Saturdays, Sundays, and holidays. If Contractor is a joint venture, it shall designate only one such representative.
2. The City reserves the right to reject Contractor’s project manager, general construction superintendents, project coordinators, and foremen at any time for cause as provided in subparagraph 3.05A. The City shall be given written notice of, and shall have the right to approve, replacement of Contractor’s project manager, superintendents, and foremen.
3. In the event that Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the City Representative, at least seven days prior to engaging the person, an Experience Statement form (see Document 00 62 96) for the City’s review and acceptance. Any proposed substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects as set forth in the Bid Documents for the Project. Failure to obtain the City’s acceptance shall not constitute a cause for delay. In addition, the City may issue an order to stop the Work under Paragraph 2.03 until such time as Contractor engages persons possessing skills and qualifications acceptable to the City.

**3.05 LABOR, MATERIALS, AND EQUIPMENT**

1. Contractor shall employ only competent and skillful persons to perform the Work and shall at all times maintain good discipline and order at the Site. Upon the City’s notification, Contractor shall discharge from the Work and replace at no additional cost to the City an employee, Subcontractor, or Supplier used on the Work who, in the City’s sole judgment: (i) is incompetent, obnoxious, or disorderly; or (ii) has intimidated or sexually harassed a City employee, agent, or member of the public; or (iii) is refusing to carry out the provisions of the Contract.
2. In order that the City can determine whether Contractor has complied or is complying with the requirements of the Contract which are not readily enforceable by inspection and test of the Work and Materials, Contractor shall upon request submit properly authenticated documents or other satisfactory proof of its compliance with such requirements.
3. Before ordering Materials, equipment, or performing Work, Contractor shall verify Indicated dimensions in a timely fashion by taking field measurements required for the proper fabrication and installation of the Work as specified in Paragraph 3.01. If a discrepancy exists, Contractor shall notify the City immediately and request the City to clarify the intended design. Upon commencement of a particular Item of Work, Contractor shall be responsible for dimensions related to such Item of Work.
4. All Materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers’ specifications and recommendations, and in accordance with the requirements of the Contract Documents. Contractor shall store packaged Materials and equipment to the Site in their original and sealed containers, marked with the brand and manufacturer’s name, until ready for use. Contractor shall deliver Materials and equipment in ample time to facilitate inspection and tests prior to installation.
5. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all Materials, equipment, labor, transportation, construction equipment, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, field offices, storage facilities, and incidentals necessary for the performance, testing, start-up and completion of the Work in accordance with Division 01.
6. In the event that Division 01 does not require a field office for the City Representative, Contractor shall provide adequate separate sanitary facilities at the Site for the City Representative.

**3.06 PERMITS, FEES, AND NOTICES**

1. Contractor shall pay all utility charges for temporary connections to the Work.
2. Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits (other than the building permit), governmental fees (other than permanent utility service connection fees), licenses, and inspections (other than inspections which are to be performed at the expense of the City as provided in Article 8 of these General Conditions) necessary for proper execution and completion of the Work. Refer to Document 00 73 00.03 (Permits and Agreements).
   1. Contractor shall coordinate and obtain all permits prior to starting Work for which permits are required.
   2. The City will reimburse Contractor for reasonable costs incurred for obtaining permits that are not specified in the Contract Documents to be obtained at Contractor’s expense.
3. Pursuant to State Civil Code Section 832, Contractor shall give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities that relate to performance of the Work.
4. Contractor shall secure all permits and pay all applicable permit fees prior to performing excavation in the public right of way. Contractor shall timely deliver, post, and maintain all notices required by such permits. Contractor shall be solely responsible for coordinating and performing its excavation and street restoration operations in accordance with the conditions of such excavation permits and applicable regulations. Should delays or damages be caused by Contractor’s failure to coordinate or comply with the conditions of such excavation permits, Contractor shall pay all costs, assessments, fines, and penalties resulting therefrom.
5. If Contractor observes that portions of the Contract Documents are at variance with the Code or other applicable laws, statutes, ordinances, rules and regulations, Contractor shall promptly notify the City in writing. If the City determines that changes to the Contract Documents are necessary to comply with such laws, statutes, ordinances, rules or regulations, the City will make necessary changes to the Contract Documents by appropriate amendment.
6. If Contractor performs Work it knows, or reasonably should have known, to be contrary to the Code or other applicable laws, statutes, ordinances, and rules and regulations without written notice to the City, Contractor shall assume responsibility for such Work and shall bear all costs of correction.
7. Contractor shall keep the permits, an approved set of Drawings and Specifications, and a copy of the Code at the Site readily available for inspection during Regular Working Hours throughout the Contract Time.
8. Contractor shall coordinate all required inspections and special inspections with the appropriate agency having jurisdiction. Contractor shall notify the City Representative in accordance with Article 8 of these General Conditions, so that the appropriate City representatives and inspectors will be present at these inspections.
9. Contractor shall be responsible for preparing and submitting for approval to the appropriate agency having jurisdiction all Shop Drawings, product data, and manufacturer’s certificates as may be required under the conditions of applicable permits.
10. Contractor shall submit to the City Representative, as a condition precedent to Final Completion, signed permit documents including, but not limited to, job cards, permit applications, permit drawings, and certificates of occupancy.

**3.07 RECORD DOCUMENTS**

1. Contractor shall maintain at the Site a current record copy of all Contract Documents including, but not limited to, Drawings, Specifications, Addenda, Change Orders, RFIs, Clarifications, and approved Shop Drawings, Samples, and other submittals, in good order and clearly red-marked to record accurately the Work as actually constructed (“as-built”), including changes, adjustments, and other information relative to the Work as actually constructed, all in accordance with the Specifications. Additionally, record documents shall conform to the requirements specified in Division 01.
2. Contractor shall furnish on a monthly basis the record documents referenced in this Paragraph 3.07 for the City to review and determine their sufficiency in conforming to the requirements set forth in subparagraph 3.07(A). The City shall have the right to withhold 25% of progress payments due Contractor until Contractor has complied with this Paragraph 3.07.
3. Record documents shall be available for inspection by the City at all times and shall be delivered to the City prior to Substantial Completion.

**3.08 CONTRACTOR’S REPORTS**

1. Contractor shall complete and submit to the City consecutively numbered construction reports in accordance with Division 01, including daily reports that will be submitted on the next day.
2. In addition, whenever Force Account Work is in progress, Contractor shall complete and submit to the City detailed written daily Force Account Work reports as provided under Paragraph 6.07.

**3.09 PROGRESS AND SUBMITTAL SCHEDULES**

1. At the pre-construction meeting, or as otherwise specified in Document 01 32 00 (Work Schedules and Reports), Contractor shall submit to the City for review the Initial Schedule.
2. Within 30 days after receipt of the NTP, or as otherwise specified in Division 01, Contractor shall submit to the City for review the following:
   1. Baseline Schedule. A cost-and-resource-loaded Baseline Schedule for the Work which shall use, unless otherwise specified in Division 01, the Critical Path Method (CPM), and shall indicate the times (number of days or dates) for starting and completing the various stages of the Work, including all Milestones and special constraints specified in the Contract Documents. Refer to Document 01 32 00 (Work Schedules and Reports).
   2. Submittal Log. A preliminary submittal log, coordinated with the Baseline Schedule in accordance with the requirements of Division 01, listing all submittals required by the Contract, the specific Contract Document reference, and indicating the times for submitting such submittals. Refer to Document 01 33 00 (Submittals).
3. Unless specified elsewhere in the Contract Documents, within 10 Working Days after submittal, the City and Contractor shall meet to review for acceptability to the City the schedules submitted under subparagraph 3.09A. Contractor shall have an additional five days to make corrections and adjustments and to complete and resubmit the schedules.
4. No progress payments will be made to Contractor unless and until the Baseline Schedule is submitted and accepted by the City.
5. Contractor shall adhere to the Baseline Schedule accepted by the City in accordance with subparagraph 3.09C and as may be adjusted during the performance of the Work in accordance with the Contract Documents. Contractor shall submit to the City for acceptance proposed revisions or adjustments in the Baseline Schedule. Proposed adjustments in the Baseline Schedule that will change the Contract Time(s) shall be submitted to the City in accordance with Paragraph 7.02.
6. Acceptance of Baseline Schedule and Submittal Log by the City will neither impose on the City responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from its full responsibility therefor.
7. Contractor shall submit a progress schedule update at least once a month as a condition precedent to making an Application for Payment as set forth in Paragraph 9.03 and Document 01 32 00 (Work Schedules and Reports). All updates shall be submitted to the City for the City’s acceptance; if rejected, Contractor shall correct and resubmit updates to the satisfaction of the City before a pending Application for Payment is approved.
   1. Each progress schedule update shall continue to show all Work activities including those already completed and those of changed Work.
   2. Each progress schedule update shall accurately reflect “as-built” information by accurately indicating the dates activities were actually started and completed and the actual percent complete of activities.
   3. Contractor’s submission of progress schedule updates, reports, curves or narratives, or the City’s acceptance of such progress schedule updates, reports, curves or narratives, shall not amend or modify, in any way, the Contract Time or Milestone dates or modify or limit, in any way, Contractor’s obligations under this Contract.
   4. Contractor waives its rights to time extensions based on changed Work if Contractor has failed to meet its obligations to provide progress schedule updates as specified herein.
8. Early Completion Schedule: If Contractor submits a Baseline Schedule that shows a completion time that is earlier than the Contract Time, the “float” shall belong to the Project and is an expiring resource available to the City or Contractor as needed to meet Milestones or complete the Work within the Contract Time. Contractor shall not be entitled to a compensable time extension for any Change Order or Unilateral Change Order that causes the early completion date to be extended within the “float.”

**3.10 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

1. Shop Drawings, product data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
2. Contractor shall review, approve, stamp, and submit to the City as specified in Division 01 Shop Drawings, product data, Samples, and similar submittals required by the Contract Documents in accordance with the accepted submittal schedule. Submittals made by Contractor that are not required by the Contract Documents may be returned without action.
3. By approving and submitting Shop Drawings, product data, Samples, and other submittals, Contractor represents that it has determined and verified Materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals for conformance to the Contract Documents and for coordination of the Work indicated in the submittal and with adjacent work.
4. Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, product data, Samples, and other submittals until the respective submittal has been received, reviewed, and approved or received, reviewed, and accepted by the City and returned to Contractor. Such Work shall be in accordance with Approved/Accepted submittals. Contractor is solely responsible for delays or disruptions to the Work caused by inadequate, uncoordinated, incorrect or late submittals.
5. Where a Shop Drawing or Sample is required by the Contract Documents, related Work performed prior to the City’s review and approval of the pertinent submittal shall be at the sole expense, risk, and responsibility of Contractor.
6. The review, acceptance, approval, or other action taken by the City upon Contractor’s submittals such as Shop Drawings, product data, Samples, and other submittals, shall apply to general design concepts only, and shall in no way relieve Contractor from its responsibility to notify the City of errors or omissions therein in accordance with Paragraph 3.01, nor from providing all labor, equipment, and Materials in accordance with the requirements of the Contract Documents necessary for the proper execution of the Work. The City’s action will be taken with such reasonable promptness provided that the City shall be provided a reasonable time, as set forth in Division 01, to permit adequate review. Approval/acceptance of submittals shall not affect the Contract Sum, and additional costs that may result therefrom shall be solely Contractor’s obligation. Contractor shall be responsible to provide engineering or other costs necessary to prepare the submittals and obtain approvals required by the Contract Documents from the City or other authorities having jurisdiction. The City is not precluded, by virtue of such approvals/acceptances, from obtaining a credit for construction cost resulting from allowed concessions in the Work or Materials therefor.
7. Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City’s approval of Shop Drawings, product data, Samples, and other submittals unless Contractor has specifically informed the City in writing, attached to the submittal, of such deviation at the time of submittal and the City has given written approval to the specific deviation.
   1. Deviations shall also be indicated clearly and boldly on such Shop Drawing, product data, Sample, or related submittal.
   2. For resubmitted Shop Drawings, product data, Samples, and other submittals, Contractor shall direct specific attention, by written attachment, to revisions other than those requested by the City on previous submittals.
8. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, Samples, or similar submittals by the City’s approval thereof.

**3.11 SUBSTITUTIONS**

1. Pursuant to State Public Contract Code Section 3400, Contractor shall submit for approval to the City a properly completed Request for Substitution (refer to Document 00 63 25) for each Material, product, thing, or service that it proposes to substitute in place of, and as the equal, of a Material, product, thing, or service specified in the Contract Documents by trade name or by the names of any particular patentee, manufacturer, or dealer. Failure to submit said Request for Substitution form within the period specified in Document 00 63 25 (Request for Product Substitution), will be deemed adequate and reasonable grounds for refusal by the City to consider any subsequent proposed substitutions.
2. The requirements for obtaining approval of substitutions shall be as specified in Division 01.

**3.12 USE OF SITE**

1. Contractor shall confine its operations at the Site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.
2. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the City to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with State Civil Code Section 832. Contractor shall obtain all such permits, rights-of-way, and easements at no cost to the City.
3. Pumping, draining, and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.
4. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part of the Work or adjacent property to stresses or pressures that will endanger it.
5. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

**3.13 ACCESS TO WORK**

During the performance of the Work, the City and its authorized representatives, including City consultants performing necessary project-related functions on behalf of the City (e.g., construction management personnel and design professionals), or other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, may at any time, and for any purpose, enter upon the Work, the shops where any part of such Work may be in preparation, the facilities where any part of the Work may be in storage, or the factories where any Materials for use in the Work are being, or are to be, manufactured. Contractor shall not require City personnel or City consultants performing necessary project-related functions on behalf of the City to sign visitor hold harmless agreements or similar agreements requiring the signatory to defend, hold harmless, and/or indemnify Contractor for claims arising out of or relating to the Work, the Project, or the Site.

**3.14 CUTTING AND PATCHING**

1. Contractor shall be responsible for performing, in accordance with the requirements of the Specifications, all cutting, fitting, and patching of the Work that may be required to make all parts fit together or to receive the work of other contractors shown on, or reasonably implied by, the Contract Documents for the completed Work.
2. Contractor shall not damage or endanger a portion of the Work, or fully or other partially completed construction of the City or separate contractors, by excavation or by cutting, patching or otherwise altering such construction. Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City. Contractor shall not withhold from the City Contractor’s consent to cut or otherwise alter the Work.

**3.15 CLEANING UP AND REMOVING DEBRIS**

1. Contractor shall keep the Site and surrounding area, including public areas immediately adjacent to the Site, such as temporary pedestrian walkways and sidewalks, free from accumulation of excess materials, rubbish, graffiti, and debris.
   1. Contractor shall perform such clean up and removal in accordance with the requirements of the Specifications.
   2. Prior to Substantial Completion, Contractor shall remove from and about the Site excess materials, rubbish, Contractor’s tools, construction equipment, and machinery and shall perform final cleaning as specified in accordance with the requirements of the Specifications.
   3. Removal and disposal of such excess materials, rubbish, and other debris shall conform to applicable laws and regulations.
2. If Contractor fails to comply with this Paragraph 3.15 or to clean up as provided in the Contract Documents, the City may do so and deduct the cost of such cleanup from the amount due Contractor under the Contract through a deductive Change Order.
3. Contractor shall salvage and deliver to the City removed equipment, appurtenances, and other materials that are not reused in the Work and indicated by the City to be salvaged. Contractor shall remove from the Site as its property and dispose of in a legal manner all other equipment, appurtenances, and other materials to be removed and not indicated to be salvaged or otherwise claimed by the City.

**3.16 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION**

1. Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.
2. Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.
3. To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the City and all its officers and employees connected with the Project, other parties designated in Document 00 73 16 (Insurance Requirements), and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney’s fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks, or other intellectual property claims by any person in consequence of the use by the City, or any of its officers, agents, members, employees, authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.
4. This indemnity provision is in addition to all other hold harmless and indemnity clauses in the Contract Documents and shall survive Final Completion and termination of the Contract. The notice, cooperation, and control of defense provisions set forth in Paragraph 3.19 shall apply to this intellectual property indemnity.
5. If the City is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the City, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor’s sole expense and at no cost to the City, (i) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual property right; or (ii) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.
6. Subparagraphs 3.16C and 3.16D shall not apply to any suit, claim, or proceeding based on infringement or violation of a patent right, copyright, trademark, and/or other intellectual property right (i) arising from any unauthorized modifications to the Work by the City or its agents; (ii) arising from the combination of Work with any products or services not provided or recommended by Contractor where the combination is the basis for infringement; or (iii) articles supplied to Contractor by the City.

**3.17 WARRANTY**

1. Contractor warrants and guarantees to the City that Materials and equipment provided under the Contract shall be at least of the quality specified and new unless otherwise required or permitted by the Contract Documents. If no quality is specified in the Contract Documents, then the Materials and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and complexity; that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Contractor additionally warrants manufacturers’ product warranties: (i) for the Guarantee to Repair Period; and (ii) for any duration that may be specified in the Contract Documents for any particular product.
2. Contractor’s warranty excludes damage or defects caused by abuse, modifications to equipment by the City and not authorized by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear. Testing shall not be construed as operation.
3. Contractor shall deliver product warranties and guarantees conforming to the requirements of the Specifications to the City Representative in the timeframes set forth in the Contract Documents, but no later than Final Completion.
4. The warranty provisions of this Paragraph 3.17 are separate and additional to the Guarantee to Repair Period and the provisions for correction of Non-conforming Work as specified in Article 8 of these General Conditions.

**3.18 TAXES**

Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening.

**3.19 INDEMNIFICATION**

1. Consistent with State Civil Code Section 2782, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Document 00 73 16 (Insurance Requirements), and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney’s fees, directly or indirectly arising out of, connected with or resulting from the performance of the Work. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or willful misconduct of the person indemnified herein. Contractor’s obligations under this Paragraph 3.19 apply regardless of whether or not such claim, suit, action, loss, or liability was caused in part or contributed to by an indemnitee. However, without affecting the rights of the City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between Contractor and the City or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City’s active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.
   1. Contractor’s defense, indemnity, and hold harmless obligations shall extend to City consultants (e.g., design professionals and construction managers) providing services under separate written agreement with the City covering any portion of the Project and designated as additional insured in Document 00 73 16 (Insurance Requirements).
   2. Contractor’s defense, indemnity, and hold harmless obligations shall not extend to the liability of a City consultant designated as additional insured in Document 00 73 16 (Insurance Requirements), or its agents, employees, or subconsultants arising out of, connected with or resulting from such indemnitee’s own active negligence, errors, or omissions, or from (i) such indemnitee’s preparation or approval of maps, plans, opinions, reports, surveys, Change Orders, designs, or Specifications; or (ii) such indemnitee’s issuance of or failure to issue directions or instructions provided that such issuance or failure to issue is the primary cause of the damage or injury.
2. Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the Work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney’s fees, disbursements, and other response costs are expressly within the scope of this indemnity.
3. The City and other indemnified parties specified in subparagraph 3.19A shall provide Contractor with prompt written notice after receipt of any claim, action, or demand (“claim”) made by a third party against the City and/or other indemnified party, provided, however, that no delay on the part of the City or other indemnified party shall relieve Contractor from any obligation hereunder. Contractor shall obtain the City’s and other indemnified parties’ consent for Contractor’s choice of counsel and such consent shall not be unreasonably withheld or delayed, such that any responsive pleadings may be timely filed, and in every instance, within 30 days after the City or other indemnified party has given notice of the claim, and provided further that the City and other indemnified parties may retain separate co-counsel at their expense and participate in the defense of the claim. If the interests of Contractor and the City and/or other indemnified party conflict and counsel chosen by Contractor cannot, in the City’s or other indemnified parties’ reasonable opinion, adequately represent Contractor, the City and/or other indemnified party, then the cost and expense associated with the City and/or other indemnified party retaining separate co-counsel shall be borne by Contractor, otherwise, the cost and expense of separate co-counsel retained by the City and/or other indemnified party shall be borne by the City or other indemnified party, as applicable. Subject to Contractor’s obligation to reimburse the City’s and other indemnified parties’ costs of same, the City and other indemnified parties will assist Contractor in the defense of the claim by providing cooperation, information, and witnesses as needed to the extent there is no material conflict of interest.
   1. So long as Contractor has assumed and is conducting the defense of a claim in accordance with the preceding subparagraph, (i) Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of the City or other indemnified party, as applicable, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon the City and/or other indemnified party in connection with such judgment or settlement and Contractor obtains the full and complete release of the City and/or other indemnified parties; and (ii) the City and/or other indemnified parties will not consent to the entry of judgment or enter into any settlement without the prior written consent of Contractor.
   2. If Contractor does not assume and conduct the defense of claim as required above, (i) the City or other indemnified party may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to the claim in any manner it reasonably may deem appropriate, and the City or other indemnified party need not consult with, or obtain any consent from, Contractor; and (ii) Contractor will remain responsible for any losses the City and/or other indemnified party may suffer resulting from, arising out of, relating to, in the nature of, of caused by the claim to the fullest extent provided in this Paragraph 3.19.
4. Contractor’s liability shall not be limited to the amount of insurance coverages required under the Contract Documents.
5. In the event that Contractor and its insurance carrier(s) in bad faith refuse to negotiate and compensate a third party or parties for property damage or personal injuries which arise out of Contractor’s performance of the Work, the City shall have the right to estimate the amount of damages and to pay the same, and the amount so paid shall be deducted from the amount due Contractor under this Contract, or an appropriate amount shall be retained by the City until all suits or claims for said damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect shall have been furnished to the City.
6. The defense and indemnity obligations of this Paragraph 3.19 shall survive Final Completion and termination of this Contract. Contractor’s defense and indemnity obligations shall extend to claims arising after the Work is completed and accepted if the claims are directly related to alleged acts or omissions by Contractor that occurred during the course of the Work.

**3.20 COMPLIANCE WITH LAWS; INDEMNIFICATION**

1. Contractor shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the City and other local agencies having jurisdiction over the Work, and all state and federal laws, regulations, orders or decrees in any manner affecting or applicable to the Contract Documents, the performance of the Work, or those persons engaged therein.
2. All construction and Materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, Cal/OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of State, the State Fire Marshal, the National Fire Protection Association, the Anywhere Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by Contractor and any and all persons, firms, and corporations employed by or under it.
3. As required by and in accordance with the procedures specified in Paragraph 3.19, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Document 00 73 16 (Insurance Requirements), and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims or liability arising from the violation of law, regulation, order or decree by Contractor or its Subcontractors or Suppliers of all tiers in connection with or resulting from performance of the Work.
4. If the City incurs any fines or penalties because of Contractor’s (or a Subcontractor’s or Supplier’s) failure to comply with a law, regulation, order, or decree, the City may deduct the amount of the fine or penalty from the Contract Sum.
5. Authorized persons may at any time enter upon any part of the Work to ascertain whether applicable laws, regulations, orders, or decrees are being complied with. Contractor shall promptly notify the City Representative if a regulatory agency requests access to the job site or to records. Contractor shall provide the City Representative with a list of documents provided to the regulatory agency and enforcement actions issued against Contractor.
6. No additional costs will be paid or extensions of time granted as a result of Contractor’s compliance with this Paragraph 3.20.

**3.21 LIABILITY OF CONTRACTOR - CONSEQUENTIAL DAMAGES**

Contractor shall have no liability to City for any type of special, consequential, or incidental damages arising out of or connected with Contractor’s performance of the Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the services under this Contract, and negligence or strict liability of Contractor. This limit of liability shall NOT, however, apply to, limit or preclude: (i) Contractor’s obligation to pay Liquidated Damages as set forth in the Contract Documents; (ii) damages caused by Contractor’s gross negligence, reckless conduct, willful acts or omissions, fraud or illegal or unlawful acts; (iii) Contractor’s obligations to indemnify and defend the City and other indemnified parties as set forth in these General Conditions; (iv) Contractor’s liability for any type of damage, including, but not limited to, business interruption and extra expense, to the extent such damage is required to be covered by insurance as specified in the Contract Documents; (v) wrongful death or personal injuries caused by Contractor; (vi) punitive or treble damages; (vii) Contractor’s liability for damages expressly provided for in the Contract Documents, including without limitation statutory damages imposed by the City upon Contractor under the City Ordinances and Municipal Codes specified in the Contract Documents; and (viii) Contractor’s warranties and guarantees under the Contract Documents.

### ARTICLE 4. SUBCONTRACTORS

**4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

1. Under State Labor Code Section 1725.5, all Subcontractors who bid or work on a public works project must register and pay an annual fee to the State Department of Industrial Relations (“DIR”). No unregistered Subcontractor, regardless of the dollar amount of subcontract work, may be awarded a contract for public work on a public works project. Contractor shall not employ a Subcontractor who does not maintain a current registration with the DIR.
2. Unless otherwise specifically provided by the Contract Documents, subcontracting shall be in accordance with the governing regulations regarding subcontracts and Anywhere Administrative Code Section 6.21 and State Labor Code Section 1771.1. Section 6.21 and Section 1771.1 shall govern the designation of, failure to specify, and substitution of Subcontractors and the assignment, transfer, and performance of subcontracts.
3. Contractor shall not employ a Subcontractor, Supplier, or other person or entity that the City has determined unqualified or non-responsible. The City may give written notice of such determination prior to award of the Contract or at any time during the Contract Time, and upon receipt thereof Contractor shall provide replacement with a qualified person or entity. The City shall have the right of approval and shall not be responsible for added costs to Contractor, if any, of employing such replacement person or entity.

**4.02 SUBCONTRACTUAL RELATIONS**

Contractor shall have an appropriate written agreement specifically binding each Subcontractor or Supplier to Contractor by the applicable terms and conditions of the Contract Documents, in the same manner Contractor is bound to the City. Each subcontract agreement shall preserve all rights of the City with regards to the Work to be performed by the Subcontractor or Supplier. All Subcontractors and Suppliers shall have similar agreements with Lower-Tier Subcontractor and Lower-Tier Suppliers. All Subcontractors and Suppliers shall be given copies of the Contract Documents to which the Subcontractor or Supplier will be bound, and upon written request of the Subcontractor or Supplier, shall have identified written terms and conditions of their proposed subcontract agreement that vary from the Contract Documents. Subcontractors and Suppliers shall fulfill the same requirements toward their respective proposed Lower-Tier Subcontractors and Lower-Tier Suppliers.

**4.03 ASSIGNABILITY OF SUBCONTRACTS**

1. All subcontracts of Subcontractors and Lower-Tier Subcontractors and purchase agreements of Suppliers and Lower-Tier Suppliers shall provide that they are freely assignable to the City under the following conditions:
   1. The City terminates the Contract for cause under provisions of Article 14 of these General Conditions;
   2. The City requests such assignment; and
   3. The surety providing the performance bond for the Project fails to timely fulfill its obligations under the performance bond.
2. The City will notify the Subcontractors, Lower-Tier Subcontractors, and Suppliers in writing of those agreements the City wishes to accept.

**4.04 SUCCESSORS AND ASSIGNS**

1. Contractor shall constantly give its personal attention to the faithful prosecution of the Work. Contractor shall keep the Work under its personal control and shall not assign by power of attorney or otherwise, nor subcontract the whole or any part thereof, except as herein provided.
2. All transactions with Subcontractors will be made through Contractor, and no Subcontractor shall relieve Contractor of any of its liabilities or obligations under the Contract.
3. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, Contractor shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with Anywhere Administrative Code Section 6.21(a)(9) and the Subletting and Subcontracting Fair Practices Act, State Public Contract Code Section 4100 et seq., at no added cost to the City.
4. The Contract shall not be assigned except upon the approval of the City in accordance with Anywhere Administrative Code Section 6.22(d).

### ARTICLE 5. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

**5.01 CITY’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

1. Should the Contract Documents indicate that construction work, or work of any other nature, be performed by other contractors or other forces within or adjacent to the limits of Work, or be underway at the time the Work was advertised for Bids, Contractor shall cooperate with all such contractors or forces to the end so as to avoid delay or hindrance to their work. The cost of such cooperation shall be considered as included in Contractor’s Bid Price and no direct or additional payment will be made therefor.
2. The City reserves the right to perform other or additional work within or adjacent to the limits of Work at any time during the Contract by the use of other forces or contractors. If the performance of such other or additional work not indicated in the Contract Documents or underway at the time of advertising for Bids materially increases or decreases Contractor’s costs, Contractor may submit a COR therefor in accordance with Paragraph 6.03 and the Work and the amount to be paid therefore will be appropriately adjusted as determined by the City Representative.
3. If the City gives Contractor written notice to vacate a location so that other work may be performed by other forces or contractors at the location(s) where Contractor is already performing Work, Contractor shall promptly suspend Work at that location and clean up and demobilize its operations from the location to the extent necessary as determined by the City to allow the other forces or contractors to perform their work. Contractor shall provide the City Representative written notice when cleanup and demobilization has been completed. The City Representative will issue to the other forces or contractors a notice to proceed with their work. After the date of said notice to proceed, Contractor shall allow proper and safe access to the Work at the subject location and shall schedule and coordinate its Work with the other contractors’ work.
4. If Contractor requires access to a location where another contractor is performing work, Contractor shall request such access in writing from the City Representative. The City Representative will provide written notice to Contractor when the work of other forces or contractors at the subject location is completed, and upon receipt of such notification, Contractor shall have full access and shall commence or resume its operations in that location.
5. If Contractor believes it is entitled to a time extension caused by its obligations under subparagraphs 5.01C or 5.01D, it shall comply with the notification requirements of Paragraph 7.02.
6. When it is necessary for Contractor and another contractor or utility owner to work in the same location at the Site, each party shall assume the following mutual responsibilities for the benefit of the other party at no additional cost to the City:
   1. Both parties shall execute identical agreements mutually indemnifying each other from any loss, damage, or injury that may be incurred as a result of the performance of work by the other while both are performing work in the same location;
   2. Both parties shall add the other party as an additional insured under their respective liability policies;
   3. The party seeking to use portions of the construction site of the other party to perform its work shall pay all direct costs incurred by the other party to accommodate its operations; and
   4. If Contractor contends that delay or additional cost is involved because of such action by the City, Contractor shall make such Claim by the procedures as provided in Article 13 of these General Conditions.
7. The City shall not be a party to any of the agreements between multiple contractors and shall have no liability to any party with regard to the lack of coordination and cooperation or the inability of a party to execute specific work requirements. Contractor agrees to indemnify and hold the City harmless for all claims or losses that Contractor or the other contractors may incur as a result of their inability to successfully obtain work areas under the control of one of the parties.

**5.02 COORDINATION**

1. Contractor shall afford other contractors and the City reasonable opportunity for storage of materials at the Site, shall ensure that the execution of the Work properly coordinates with work of such contractors, and shall cooperate with such other contractors to facilitate the progress of the Work in such a manner as the City may direct.
2. Notice of Conflicting Conditions: Where Contractor’s Work is adjacent to or placed on top of that of another contractor, Contractor shall examine the adjacent work and substrate and report in writing to the City any visible defect or condition preventing the proper execution or increased cost of its Contract. If Contractor proceeds without giving notice, it shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.  
     
   The foregoing does not apply to latent defects. Contractor shall report to the City latent defects in another contractor’s work promptly upon discovery.
3. Contractor shall notify the City promptly in writing when another contractor working at the Site fails to coordinate its work with the Work of this Contract as directed.
4. Any difference or conflict that may arise between Contractor and the other contractors or City forces in regard to their work shall be adjusted as determined by the City.
5. If so directed by the City, Contractor shall prepare coordination drawings as necessary to satisfactorily coordinate and interface the Work of its Contract with the work of all other contracts thereby avoiding conflicts that may otherwise arise. If such coordination drawings are not required elsewhere in the Contract Documents, then Contractor may submit a COR as provided under Paragraph 6.03 for additional costs incurred by it in preparation of such coordination drawings.
6. At any time during the progress of the Work, the City may, by providing reasonable notice, require Contractor to attend any meeting of any or all contractors engaged in the Work.
7. If the City determines that Contractor is failing to coordinate its Work with the work of other contractors as directed, the City may, upon 72-hour written notice:
   1. Withhold any payment otherwise owed under the Contract until Contractor complies with the City’s directions; or
   2. Direct others to perform portions of the Contract and charge the cost of Work against the Contract Sum; or
   3. Terminate any and all portions of the Contract for Contractor’s failure to perform in accordance with the Contract.

**CLEAN UP RESPONSIBILITIES**

1. Contractor and other contractors shall each bear responsibility for maintaining their respective work areas on the premises and adjoining areas free of waste, rubbish, graffiti, debris, or excess materials and equipment at all times.
2. In the event of conflicts, the City, after issuing a 24-hour written notice to the contractors involved, will clean up the premises and deduct from the amount due Contractor under the Contract the cost of said clean up as the City determines equitable.

### ARTICLE 6. CLARIFICATIONS AND CHANGES IN THE WORK

**6.01 GENERALLY**

1. The City may, at any time between the NTP and Final Completion, and without notice to Contractor’s surety, order additions, deletions, or revisions in the Work by Change Order, Unilateral Change Order, or Field Memo. Contractor shall promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.
2. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time if Contractor performs work that is not required by the Contract Documents as amended, modified, or supplemented in writing.
3. The procedures set forth in this Article 6 are intended to ensure that when Clarifications and changes in the Work are proposed, Contractor provides the City with its best estimate of the costs and impacts associated with each Clarification and/or change, so that the City may evaluate each potential change and proceed on an informed basis. The City also intends that the Clarification and Change Order procedures (including the use of Directive Change Orders, Unilateral Change Orders, and Force Account) facilitate payment to Contractor of additional, undisputed amounts.
4. Failure by Contractor to comply with the procedures of this Article 6, including the failure to provide timely, sufficient information, and/or documentation to the City at the time of any Clarification or COR, shall constitute a waiver of any subsequent claim by Contractor arising out of such Clarification or Change Order.

**6.02 REQUESTS FOR INFORMATION AND CLARIFICATIONS**

1. Should there appear to Contractor to be a discrepancy in the Contract Documents, should questions arise as to the meaning or intent of the Contract Documents, or should the City’s comments on submittals returned to Contractor appear to Contractor to change the requirements or scope of the Contract Documents, Contractor shall submit an RFI to the City promptly in accordance with Division 01. Contractor shall coordinate and schedule its Work to provide the City sufficient time to issue a written reply to the RFI before proceeding with Work affected thereby.
2. The City shall issue a reply to the RFI within 10 Working Days of receipt of the same. The reply may include written Clarifications as deemed by the City to be necessary and consistent with the Contract Documents. A Field Memo may require minor no cost/no time changes in the Work. If additional time is needed for the City to issue the reply, the City will, within the 10-Working-Day reply period, notify Contractor of the longer reply period.
3. Clarifications of the Contract Documents issued by the City shall be binding on Contractor and shall be promptly executed by Contractor. The City’s right to clarify any element of the Contract Documents shall not be construed to entitle Contractor to a modification of the Contract Sum or a change in the Contract Time. Clarifications may include Field Memos, replies to RFIs, bulletins, or any other supplemental information provided in writing by the City.

**6.03 CHANGE ORDER REQUESTS AND PROPOSED CHANGE ORDERS**

1. COR Initiation: Should the City’s Clarification, in the opinion of Contractor, materially exceed or change the requirements of the Contract Documents, Contractor shall submit to the City a written COR within five Working Days of receipt of the Clarification or other written directive or determination. A COR shall reference the Clarification, Directive Change Order, or other written directive or determination and the relevant Specification and Drawings. A COR shall also include a cost proposal and/or a time adjustment proposal, as a good faith estimate of any additional compensation or time associated with the affected Work, documented in accordance with subparagraphs 6.03E and 6.03F, and a narrative describing the scope of the COR including means and methods, sequence of Work, and other information necessary to fully understand the scope of the COR. The COR shall also include, as a minimum standard, quantity take offs and extensions identifying equipment and Material against a specific Work task within the scope. Failure to submit a timely, fully documented COR shall constitute a waiver of any future claim for additional compensation or time relating to such Work.
2. COR Review: The City will review the COR. Within 10 Working Days after receipt of the COR and all required supporting documentation, the City will issue a written determination accepting or rejecting the COR in whole or in part. If the City requires additional time to issue a determination, it shall notify Contractor of the same in writing, within the initial 10-Working-Day period. A final determination is any determination on a COR which states that it is final. If the City accepts the COR in whole, the City will issue a Final Change Order in accordance with Paragraph 6.04. If the City issues a final determination denying a COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim in accordance with Article 13 of these General Conditions. If the City does not issue a determination within the 10-Working-Day period, or such other period as set forth in a written notice, then the COR is deemed rejected and the City’s failure to issue a determination shall be treated as the issuance, on the last day of the applicable period, of a final decision denying the COR in its entirety.
3. PCO Initiation: The City may initiate a change in the Work by issuing a Proposed Change Order (PCO). A PCO will include a detailed description of the proposed additions, deletions, or revisions to the Work with supplementary or revised Drawings and Specifications, if any,  and will request from Contractor a cost proposal and time adjustment proposal for completing the proposed changes. After the City issues a PCO, Contractor shall not submit a COR for the same Work addressed in the City’s PCO.
4. PCO Quotation Time Period: Contractor shall submit a PCO proposal for cost and/or time adjustment to the City within 10 Working Days after receipt of a PCO. If the City accepts the proposal in full, the City will issue a Final Change Order in accordance with Paragraph 6.04. If Contractor fails to submit a PCO cost proposal and/or time adjustment proposal within the 10-Working-Day period, or if the price or time adjustment cannot be agreed upon, the City may issue a Directive Change Order or a Unilateral Change Order instructing Contractor to proceed with the PCO Work based on the City’s estimate of the cost and/or time adjustment.
5. COR and PCO Cost Proposal Requirements: The cost proposal shall include a complete itemized breakdown of labor, material, equipment, and markup as described in Paragraph 6.06 for both additions and deletions on a form supplied by the City. The same shall be required for Subcontractor and Lower-Tier Subcontractor cost proposals, which shall be furnished on the same form as required for Contractor.  
     
   At a minimum, Contractor shall provide the following documentation to the City in support of Contractor and Subcontractor cost proposals:
   1. Material quantities and type of products;
   2. Labor breakdown by trade classification, wage rates, and estimated hours;
   3. Equipment breakdown by make, type, size, rental rates, and equipment hours; and
   4. Taxes.
6. COR and PCO Time Adjustment Proposal Requirements: If Contractor asserts it is entitled to an adjustment in Contract Time due to the proposed Change Order Work, whether by COR or PCO, Contractor shall provide the following documentation to the City in support of any Contractor and Subcontractor time adjustment proposals:
   1. Contractor shall submit to the City a CPM time impact evaluation using sub-network or fragmentary network and include a written narrative and a schedule diagram or other written documentation acceptable to the City, showing the detailed work activities involved in a change that may affect the Critical Path and increase the Contract Time. The analysis shall also show the impact of the change on other Work and activities of the proposed schedule adjustment. This sub-network shall be tied to the complete and most current City-accepted progress schedule network, with appropriate logic so that a true analysis of critical path can be made.
   2. Failure to comply with the requirements set forth in this subparagraph 6.03F shall constitute a waiver of any claim for delay, disruption, extended overhead, and other associated costs or damages.

**6.04 CHANGE ORDERS**

1. Execution of Change Orders: When the City and Contractor agree on the total cost and time of a COR or PCO, the City will prepare for signatures of parties a Final Change Order to implement the changed Work. No oral instructions of any person shall in any manner or degree modify or otherwise affect the terms of this Contract. Change Orders that result in an increase to the amount certified by the Controller for the Project are subject to the Certification by Controller requirements of the City’s Charter. Refer to Document 00 52 00 (Agreement).
2. Release of Claims: The parties agree to make good faith efforts to settle all Change Orders full and final at the time of Change Order execution. Accordingly, City and Contractor acknowledge and agree that Final Change Orders shall contain the following provision, unless and only if the City determines that good cause exists to use different release language for a specific Change Order:  
     
   “The compensation (time and cost) set forth in this Change Order comprises the total compensation due to Contractor, all Subcontractors and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged Work. By executing this Change Order, Contractor acknowledges and agrees on behalf of itself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended field and home overhead costs (if any), delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The execution of this Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed Contractor, all Subcontractors, and all Suppliers as a result of the change. Contractor, on behalf of itself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract.”
3. When time does not allow for a Final Change Order to be negotiated, the City may issue a Directive Change Order instructing Contractor to proceed with a change in the Work based on the City’s estimate of cost and time to perform the change in the Work or upon Force Account with a not-to-exceed amount. Upon receipt of a Directive Change Order, Contractor shall proceed with the ordered Work.
4. Protest: If Contractor disagrees with any terms or conditions set forth in a Directive Change Order and wishes to protest the Directive Change Order, Contractor shall submit, within five Working Days of receipt of the Directive Change Order, a complete COR in accordance with the requirements of Paragraph 6.03 (including a complete cost and/or time adjustment proposal, as applicable).
   1. The City will review the COR and issue a determination in accordance with Paragraph 6.03. If the City denies the COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim in accordance with Article 13 of these General Conditions.
   2. If a COR is not timely submitted as required, the City may issue a Unilateral Change Order.
5. Change Orders issued under this Article 6 or extensions of Contract Time made necessary by reason thereof shall not in any way release any guarantees or warranties given by Contractor under the provisions of the Contract Documents, nor shall they relieve or release Contractor’s sureties of Bonds executed under such provisions. The sureties, in executing such Bonds, shall be deemed to have expressly agreed to any such Change Orders and to any extension of time made by reason thereof. Contractor shall be responsible for giving notice of any change affecting the Work, Contract Sum, or Contract Times that is required to be given to its sureties by the provisions of any bond.

**6.05 UNILATERAL CHANGE ORDERS**

1. General: When the City and Contractor are unable to agree on the cost or time required to complete the change in the Work, or Contractor has failed to protest any Directive Change Order, the City may issue a Unilateral Change Order instructing Contractor to proceed or continue with a change in the Work based on the City’s estimate of cost and time to perform the change in the Work and/or upon Force Account. Upon receipt of a Unilateral Change Order, Contractor shall execute the ordered Work.
2. Protest: If Contractor disagrees with any terms or conditions set forth in a Unilateral Change Order and wishes to protest the Unilateral Change Order, Contractor may contest the decision by filing a timely Notice of Potential Claim in accordance with subparagraph 6.05C.
3. Claim Notification: Contractor waives all costs exceeding the authorized amount stated in the Unilateral Change Order Work unless Contractor submits a written Notice of Potential Claim in accordance with the requirements of Article 13 of these General Conditions. Said Notice shall be submitted no later than 10 Working Days after occurrence of one of the following potential claim events, whichever occurs first:
   1. Contractor submits an invoice for completion of the Unilateral Change Order Work; or
   2. Upon Contractor’s receipt of written notice from the City that the City considers the Unilateral Change Order Work completed.

**6.06 COST OF CHANGE ORDER WORK**

1. For Change Order Work and Change Order Work proposal pricing, Contractor will be paid the sum of the direct costs for labor, materials and equipment used in performing the Work as determined by the procedures set forth in this subparagraph 6.06A.
   1. Labor. Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Change Order Work. Working foremen will be considered a direct cost of the Change Order Work only if the individual is on Site physically installing the Work. The costs for all supervision, including general superintendents, will not be considered a direct cost and shall be included in the markup defined in subparagraph 6.06B, below. All labor costs associated with Change Order Work-related revisions to construction engineering plans, shop drawings, detailing, and other submittals will be paid on actual costs, including overhead and profit. The cost of labor, whether the employer is Contractor, a Subcontractor, or other forces, will be the sum of the following:
      1. Actual Wages. The actual wages paid shall include any actual payments by the employer for its workers’ health and welfare, pension, vacation, training, and similar purposes.
      2. Actual Labor Surcharge. The actual labor surcharge paid shall include any actual payment by the employer for its workers’ workers’ compensation insurance, City and County of Anywhere Payroll Expense Tax, Social Security, Medicare, subsistence and travel allowance paid to workers. No other fixed labor burdens will be considered, unless approved in writing by the City.
         1. To the actual wages, as defined above, will be added a labor surcharge as set forth in the version of the State Department of Transportation (CALTRANS) publication entitled Labor Surcharge and Equipment Rental Rates in effect on the date upon which the extra work is accomplished and which is incorporated by reference as though set forth in full. That labor surcharge shall constitute full compensation to Contractor for all of its costs for worker’s compensation insurance, City and County of Anywhere Payroll Expense Tax, Social Security, Medicare, federal unemployment insurance, state unemployment insurance, state training taxes and actual subsistence and travel allowance paid to workers. No other fixed labor burdens will be considered, unless approved in writing by the City.
         2. In lieu of using the Caltrans Labor Surcharge and Equipment Rental Rates, Contractor may request payment based on actual costs incurred, subject to review and approval of supporting documentation submitted to the City.
   2. Materials: The City will pay Contractor on Change Orders only for those materials furnished by Contractor and directly required for performing the Change Order Work. The cost of such material shall be the direct cost to the purchaser, whether Contractor, Subcontractor or Lower-Tier Subcontractor, from the Supplier thereof and may include the cost of transportation, including sales tax, but delivery charges will not be allowed unless the delivery is specifically required for the Change Order Work. If a trade discount by an actual Supplier is available to Contractor, such discount shall be credited to the City notwithstanding the fact that such discount may not have been taken. If the materials are obtained from a Supplier or source owned wholly or in part by Contractor, payment thereof shall not exceed the current wholesale price for the materials as determined by the City. The term “trade discount” includes, but is not limited to, the concept of cash discounting.
   3. Equipment: Payment for equipment costs on Change Orders will be made at the rental rates listed for such equipment as specified in the current edition, at the time of the Change Order, of the Labor Surcharge & Equipment Rental Rate Book (including its supplement Miscellaneous Equipment Rental Rates) published by the State Department of Transportation and available for download at [http://example.com](http://example.com/).
      1. Such rental rates shall be adjusted as appropriate and will be used to compute payments for equipment, regardless of whether the equipment is under Contractor’s control through direct ownership, leasing, renting, or other method of acquisition; provided, however, for equipment rented or leased in arm’s length transactions with outside vendors, Contractor will be reimbursed at the actual rental or leased invoice rates when such rates are reasonably in line with the applicable rates specified in the publication identified above as determined by the City. Arm’s length rental or lease transactions are those in which the firm involved in the rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Contractor has the burden of proof to demonstrate that a rental or lease transaction was an arm’s length transaction. Contractor shall submit copies of all rental or lease invoices, and other information as requested by the City, if any, as supporting documentation with each PCO cost proposal.
      2. Daily, weekly, or monthly rates shall be used, whichever are lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer’s ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. If, however, equipment of unwarranted size or type and cost is used, the cost shall be calculated at the rental rate for equipment of proper size and type.
      3. The actual time to be paid for equipment shall be the time the equipment is in productive operation on the Work under the Change Order. No payment will be made for time while equipment is inoperative due to breakdown or for non-work days. In addition, the rental time shall not include the time required to move the equipment to and from the Site. Loading and transportation costs will be paid, in lieu of rental time, only if the equipment does not move under its own power and is utilized solely for the Work of the Change Order. No mobilization or demobilization will be allowed for equipment already on the Site. Equipment that is idle, non-operating or in standby mode shall be reimbursed at the CALTRANS rate, as adjusted by CALTRANS Delay Factor, unless such equipment is rented or leased as provided above.
      4. Equipment transportation costs includes the cost of vehicles used to transport large or heavy equipment that cannot be transported by on-site vehicles and could not reasonably have been expected to be needed in the performance of the base Contract Work. The actual time to be paid for any such transportation vehicles shall be the time of the round-trip travel to the Site related directly to delivery or pick up and loading or unloading of the large equipment. No payment will be made for time while the transportation vehicle is inoperative.
      5. Individual pieces of equipment having a replacement value of $1,000 or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment are included as part of Contractor’s markup for overhead and profit as defined in subparagraph 6.06B.
      6. Payment to Contractor for the use of equipment as set forth herein shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to Contractor incidental to the use of the equipment.
2. Costs Included as Part of Construction Markup for Overhead and Profit: To the total of the direct costs computed as provided in subparagraph 6.06A there will be added a markup for overhead and profit and other costs as specified in subparagraph 6.06C. The markup shall constitute full compensation for all direct and indirect overhead costs and profit, which shall be deemed to include all items of expense not specifically listed in subparagraph 6.06A as direct costs. No separate allowance or itemization for overhead costs shall be allowed. The following is a list, not intended to be comprehensive, of the types of costs that are included in the markup for overhead and profit for all Change Orders including Force Account Work:
   1. Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, schedulers, consultants, watchpersons, payroll clerks, administrative assistants, and secretaries.
   2. All field and home office expenses including, but not limited to, field trailers, staff vehicles and fuel, on-site vehicles used in the routine execution of the Work such as for the transport of workers and ordinary construction equipment, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, internet and email services, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1,000 each, portable scaffolding, blocking, shores, appliances, conformance to all regulatory requirements including compliance with safety regulations, safety programs and meetings, cartage, warranties, record documents, and all related maintenance costs.
   3. Administrative functions including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, preparing record drawings, carting, cleaning, protecting the Work, and other incidental Work related to the Change Order.
   4. Bond and insurance costs.
   5. All other costs and taxes required to be paid, but not included under direct costs as defined in subparagraph 6.06A.
3. Contractor’s Construction Markup for Overhead and Profit: The following maximum percentage markups shall be applied to the total direct costs for each direct cost category. These markups provide for all indirect and overhead costs and profit.
   1. For Work performed by a Subcontractor or Supplier, Contractor shall receive a maximum 5% markup on the Subcontractor’s total cost (total cost includes Subcontractor’s direct costs plus applicable markups specified above). Such additional markup shall reimburse Contractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor or Supplier.
   2. For Work performed by a Lower-Tier Subcontractor or Supplier, Contractor and Subcontractor shall each receive a 5% markup on the total cost of their respective Lower-Tier Subcontractors. Such additional markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower Subcontractor or Supplier.
   3. In no case shall the sum of the individual markups specified in subparagraphs 6.06C(1) and 6.06C(2), above, exceed 25%, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.
4. For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following: (i) Unit Prices stated in the Contract Documents; (ii) where Unit Prices are not applicable, a lump sum based upon the costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Paragraph 6.06, supported by a Cost Proposal as required by Paragraph 6.03. Neither Contractor nor the Subcontractor shall receive a markup on their respective Lower-Tier Subcontractors to administer the credit Change Order.
   1. When both additions and credits are involved in any one Change Order, Contractor’s markup shall be computed on the basis of its direct costs and labor productivity for the net change in the quantity of the Work. For example, if a Change Order adds 14 units on one Drawing and deletes 5 units on another Drawing, the markup shall be based on the net addition of 9 units. No markup will be allowed if the deductive cost exceeds the additive cost.
   2. If the City issues written notice of deletion of a portion of Work after the commencement of such Work or after Contractor has ordered acceptable materials for such Work which cannot be cancelled, or if part or all of such Work is not performed by Contractor because it is unnecessary due to actual Site conditions, payment will be made to Contractor for direct costs of such Work actually performed or acceptable materials ordered plus markup for overhead and profit as provided in subparagraph 6.06C.
   3. Materials ordered by Contractor and paid for by the City prior to the City’s issuance of a notice of deletion shall become the property of the City, and the City will pay for the actual cost of any further handling of such material. If the material is returnable to the vendor, and if the City so directs, the material shall be returned and Contractor will give the City a credit for the amount paid by the City for these materials less the actual charges made by the vendor for returning the material including restocking charges.
   4. Contractor shall not be compensated for costs incurred after receipt of the City’s written notice deleting the portion of Work.
5. Costs Not Included in the Work: Contractor shall be solely responsible for determining which of its Subcontractors receive Change Orders. No additional compensation will be provided Contractor for the cost of its Subcontractors to review, post, coordinate, and perform related tasks to administer Change Orders which do not result in direct cost charges from such Subcontractors. Such costs shall be considered normal business costs, which are contractually determined between Contractor and its Subcontractors prior to Bid, and such costs shall be included in Contractor’s Total Bid Price.
6. Records: Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Change Orders and the cost of original Contract Work. This requirement pertains to all types of Change Orders, as well as the additions, deletions, revisions, CORs, and Claims initiated by Contractor.

**6.07 FORCE ACCOUNT WORK**

1. General: When additions or revisions in the Work are to be paid for on a Force Account basis, all direct costs itemized in subparagraph 6.06A shall be subject to the approval of the City and compensation will be determined as set forth herein.
   1. The City will direct Contractor to proceed with the Work on a Force Account basis, and the City will establish a “not to exceed” budget.
   2. All requirements regarding direct costs and markup for overhead and profit provided in subparagraph 6.06B shall apply to Force Account Work. However, the City will pay only the actual necessary costs verified in the field by the City on a daily basis.
   3. Contractor shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work. Compensation for such costs shall be fully covered by the markup for overhead and profit markup as provided in subparagraph 6.06C.
2. Notification and Verification: Contractor shall notify the City in writing at least 24 hours in advance of its schedule before proceeding with the Force Account Work. All Force Account Work shall be witnessed, documented, and approved in writing by the City on the day that the Work is performed. Contractor will not be compensated for Force Account Work if Contractor fails to provide timely notice to the City before commencing the Force Account Work. In addition, Contractor shall notify the City when the cumulative costs incurred by Contractor for the Force Account Work equal 80% of the budget pre-established by the City. Contractor will not be compensated for Force Account Work exceeding the “not to exceed” budget amount if Contractor fails to provide the required notice before exceeding 80% of the Force Account budget.
3. Reports:
   1. Contractor shall diligently proceed with the approved Force Account Work and shall submit to the City no later than 12:00 PM of the day following performance of Force Account Work a daily Force Account Work report. The report shall provide an itemized, detailed account of the daily Force Account labor, material, and equipment, including names of the individuals and the specific pieces of equipment identified by manufacturer’s model type and serial number. Contractor’s authorized representative shall complete and sign the report. Contractor will not be compensated for Force Account Work for which said timely report is not completed and submitted to the City.
   2. Contractor shall also provide a weekly Force Account summary of the daily Force Account Work reports for that week. The Force Account summary shall include the percent of any Force Account allowance used and the estimated percentage complete of the anticipated Force Account Work.
4. Records: Contractor shall maintain detailed records of all Work done on a Force Account basis.
5. Agreement: If Contractor and the City reach a negotiated, signed agreement on the cost of a Change Order while the Work is proceeding on a Force Account basis, Contractor’s signed written reports shall be discontinued and all previously signed reports shall become invalid.

**6.08 UNIT PRICE WORK**

1. General: Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Sum will be deemed to include for all Unit Price Work an amount equal to the product of the established unit price bid for each Item of Unit Price Work multiplied by the estimated quantity of each Item as indicated in the Schedule of Bid Prices. The estimated quantities of unit price Items are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Total Bid Price. Determination of the actual quantities and classifications of Unit Price Work will be made in accordance with Division 01, and the Contract Sum will be adjusted based on the actual quantities of Work performed.   
   Each unit price on the Schedule of Bid Prices shall include an amount considered by Contractor to cover Contractor’s markup for overhead and profit as defined in Paragraph 6.06.
2. Quantity Increases: Should the total quantity of any Item of Unit Price Work performed exceed the estimated quantity indicated on the Schedule of Bid Prices by more than 125%, the Work in excess of 125% of such estimated quantity will be paid for by adjusting the unit price bid therefor as follows:
   1. The unit price will be adjusted by the difference between the unit price bid for the Item and the actual unit cost, determined as follows, of the total quantity of Work performed under said Item. The actual unit cost will be determined based on the direct costs per unit less fixed costs, which will be deemed to have been recovered by Contractor with the payments made for 125% of the quantity indicated on the Schedule of Bid Prices, and markup for overhead and profit as provided in Paragraph 6.06.
   2. When the compensation payable for the number of units of an Item of Unit Price Work performed in excess of 125% of the quantity as indicated on the Schedule of Bid Price is less than $5,000 at the unit price bid therefor, the City reserves the right to make no adjustment in said unit price if the City so elects, except that an adjustment will be made if Contractor submits a COR in accordance with the requirements of Paragraph 6.03.
   3. At the City’s option, payment for Unit Price Work in such excess will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08B(1) or 6.08B(2).
3. Quantity Decreases: Should the total quantity of any Item of Unit Price Work performed be less than 75% of the estimated quantity indicated on the Schedule of Bid Prices, an adjustment in compensation will not be made unless Contractor submits a COR in accordance with Paragraph 6.03. If Contractor so requests, the quantity of said Item performed will be paid for by adjusting the unit price bid therefor as follows:
   1. The unit price will be adjusted by the difference between the unit price bid for the Item and the actual unit cost, determined based on the direct costs per unit, including fixed costs described under subparagraph 6.08B(1), and markup for overhead and profit as provided in Paragraph 6.06, of the total quantity of Work performed under said Item, provided however, that in no case shall the payment for such Work be less than that which would be made at the unit price bid therefor.
   2. The payment for the total pay quantity of such Item of Unit Price Work will in no case exceed the payment which would be made for the performance of 75% of the estimated quantity as indicated on the Schedule of Bid Prices at the unit price bid therefor.
   3. At the City’s option, payment for the Work involved in such deficiency will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08C(1) and 6.08C(2).

### ARTICLE 7. TIME

**7.01 PROGRESS AND COMPLETION**

1. Contractor shall commence the Work of the Contract within five days from the start date established in the NTP issued by the City and shall diligently and continuously prosecute the Work to its completion.
2. No demolition, removal, or reconstruction Work at the Site shall be started until Contractor has presented evidence satisfactory to the City Representative that it can, upon commencement, prosecute the Work continuously and expeditiously, and a NTP has been issued by the City for such Work establishing the start date.
3. The continuous prosecution of the Work by Contractor shall be subject only to the delays defined in Paragraph 7.02. The start of Work shall include attendance at pre-construction meetings; joint survey and documentation of existing conditions, if required by the Contract Documents; preparation and submittal of Shop Drawings, equipment lists, schedule of values, progress schedule, submittal schedule, and requests for substitutions; and other similar activities.
4. The Work of this Contract shall be brought to Substantial Completion and Final Completion, as determined by the City, in the manner provided for in the Contract Documents within the limits of Contract Time set forth in Document 00 54 39 (Contract Time and Liquidated Damages), from and after the effective date established in the written NTP.
5. Issuance of a Certificate of Substantial Completion may not precede the issuance of a temporary certificate of occupancy, if such temporary certificate of occupancy is required by the authority having jurisdiction over the Work.
6. During the time between Substantial Completion and Final Completion, Contractor shall complete the punch list work, but Contractor shall not disrupt the City’s Partial Utilization of the Project or any public use of the Work.
7. Final Completion is a condition precedent to final payment. The City will issue final payment to Contractor after acknowledging that the Project is complete and the Work is acceptable to the City.
8. The limits of Contract Time as specified in Document 00 54 39 (Contract Time and Liquidated Damages) shall not be affected by the acceptance of any of the Alternate Bid Items included in the Contract Documents provided that said Alternate Bid Items were incorporated into the Contract within the number of months after the date of the Order of Award of the Contract specified on Document 00 41 00 (Bid Form).
9. The specified limits of Contract Time may be changed only by a Change Order. Claims for compensation because of adjustment of the limits of Contract Time shall be made in accordance with the requirements of Paragraph 13.03.
10. Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to reach completion of the Project within the specified limits of Contract Time required by the Contract Documents. Contractor shall not start the Work unless it has sufficient equipment and materials available for the Project to allow diligent and continuous prosecution of the Work.
11. Contractor shall be responsible to maintain its schedule so as not to delay the progress of the Project or the schedules of other contractors. Contractor is required by virtue of this Contract to cooperate in every way possible with other contractors in order to maintain its schedule and complete the Work within the specified limits of Contract Time. No additional compensation will be paid for such cooperation.
12. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor’s most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit operational plans to the City to demonstrate the manner in which the desired rate of progress will be regained:
13. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work;
14. Increase, when permitted in writing by the City, the number of working hours per shift, shifts per Working Day, Working Days per week, or the amount of construction equipment or any combination of the foregoing, sufficiently to substantially eliminate the backlog of Work;
15. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities;
16. Expedite delivery of Materials and equipment such as by airfreight;
17. Accelerate the priority of manufacture, fabrication and shipment preparation of Work on order with the Supplier should such priority lists exist as a normal course of its business; and
18. Any other means deemed appropriate by the City.
19. The City may direct Contractor to take steps enumerated in subparagraph 7.01G for the convenience of the City and if Contractor is not at fault. Should the City Representative direct Contractor to take measures previously described, the City will reimburse Contractor for reasonable costs of complying.
20. Should Contractor at any time during the progress of Work, refuse, neglect, or be unable for avoidable reasons to supply sufficient resources to prosecute the Work continuously and at the rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted progress schedule update, the City shall have the right to enter Default and terminate the Contract for cause as set forth in Paragraph 14.01.

**7.02 DELAYS AND EXTENSIONS OF TIME**

1. Unavoidable Delays: Pursuant to Anywhere Administrative Code Section 6.22(h)(2)(C), and for the purposes of the Contract Documents, the term Unavoidable Delay shall mean an interruption of the Work beyond the control of Contractor that could not have been avoided by Contractor’s exercising care, prudence, foresight, and diligence. Moreover, in accordance with the progress schedule requirements of Paragraph 3.09, Contractor shall demonstrate that the Unavoidable Delay actually extends the most current Contract Substantial Completion date. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor (i.e., Avoidable Delays).
   1. Non-compensable Delay/Time Extension. Contractor will be entitled to only a non-compensable time extension for the following types of Unavoidable Delay: Acts of God (as used herein, includes only earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves); acts of the public enemy; adverse weather conditions (in excess of the number of days specified in subparagraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; Material shortages; inability of Contractor to procure Material; fuel shortages; freight embargoes; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of Materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the Project; the prevention by the City of Contractor from commencing or prosecuting the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor’s Subcontractors and Suppliers of all tiers; the prevention of Contractor from commencing or prosecuting the Work because of failure of the City to furnish the necessary Materials, when required by the Contract Documents and when requested by Contractor in the manner provided in the Contract Documents; and inability to procure or failure of public utility service.
      1. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the City.
      2. In addition, Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the current, City-approved progress schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized as deemed by the City to limit or eliminate the effect of the labor dispute on the Work. To the extent Contractor fails to initiate appropriate measures, it is not entitled to an extension of Contract Time. In addition, any delay impact caused by said failure on the progress schedule will be considered a Contractor-caused delay under any and all applicable provisions of the Contract Documents.
   2. Compensable Delay/Time Extension. Contractor shall be entitled to a compensable time extension for an Unavoidable Delay caused solely by (i) the failure of the City to furnish necessary rights-of-way in accordance with the schedule set forth in the Contract Documents; (ii) failure by the City to deliver Materials or equipment shown in the Contract Documents to be furnished by the City in accordance with the schedule specified in the Contract Documents where such failure is not the result of any default or misconduct of Contractor; (iii) the failure of the City to perform some other contract obligation where such failure is not the result of any default or misconduct of Contractor; (iv) the suspension of the Work by the City for its own convenience or benefit where such decision is not the result of any default or misconduct of Contractor; or (v) a materially Differing Site Condition per Paragraph 3.03, provided such City-caused Unavoidable Delay is critical, extends the most current Contract Substantial Completion date, and is not concurrent with a Contractor-caused delay (Avoidable Delay) or other type of Unavoidable Delay as previously defined (not caused by the City). If for any reason one or more of the conditions prescribed above is held legally unenforceable, the remaining conditions must be met as a condition to obtaining a compensable time extension. All other types of Unavoidable Delay shall not entitle Contractor to a compensable time extension. Refer to Paragraph 7.03 for more information regarding compensable delay.
      1. Float or slack time within the Baseline Schedule belongs to the Project and is an expiring resource available to the City or Contractor as needed to meet Milestones or complete the Work within the Contract Time. Accordingly, Contractor acknowledges and agrees that any City-caused delays on the Project may be offset by City-caused time savings (including, but not limited to, the return of Critical Path submittals is less time than allowed under the Contract Documents, approval of substitution or value engineering requests which result in savings of time along the Critical Path). In such event Contractor shall not be entitled to receive a compensable time extension until all City-caused time savings are exceeded and the Contract Time is also exceeded.
      2. Early Completion Schedule: If Contractor submits a Baseline Schedule that shows a completion time that is earlier than the Contract Time, the float shall belong to the Project. Contractor shall not be entitled to a compensable time extension for any Change Order, Unilateral Change Order, or City-caused delay that causes the early completion date to be extended within the float.
   3. Concurrent Delay. Contractor shall be entitled to a non-compensable time extension in the event that a City-caused (otherwise compensable) delay is concurrent with either a Contractor-caused delay or a non-compensable Unavoidable Delay.
2. Avoidable Delays: The term Avoidable Delay shall include, but is not limited to, the following:
   1. Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor or its Subcontractors or Suppliers of any tier; or
   2. Any delay in the prosecution of parts of the Work, which may in itself be Unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor delay the date of Substantial Completion based on the specified limits of Contract Time; or
   3. Any delay caused by the untimely review by Contractor of the Drawings and Specifications pursuant to subparagraph 3.01C; or
   4. Any delay resulting from the City responding to Contractor-generated RFIs in accordance with subparagraph 6.02B; or
   5. Any delay arising from an interruption in the prosecution of the Work resulting from a reasonable interference from other contractors employed by the City but does not delay the date of Substantial Completion based on the specified limit of Contract Time.
   6. Contractor shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs or damages for delay, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess of extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of an Avoidable Delay.
3. Adverse Weather Delays:
   1. Adverse weather shall not be a prima facie reason for the granting of a non-compensable time extension, and Contractor shall make every effort to continue Work under prevailing conditions. Such efforts by Contractor shall include, but are not limited to, providing temporary gravel roads; installing a rain dewatering system; protecting interior and exterior areas exposed to rain, wind, and extreme temperatures; and providing temporary heat where required for Work to proceed without delay.
   2. The City may classify an adverse weather day as a non-compensable Unavoidable Delay, provided Contractor made efforts to work during adverse weather and to avoid the impacts of adverse weather to its schedule. If such an event occurs, and Contractor is prevented by adverse weather or conditions from proceeding with at least 75% of the scheduled labor, material, and equipment resources for at least five hours per work day on activities shown as critical on the most current and City-approved progress schedule update, the delay will be classified as an Unavoidable Delay, and Contractor will be granted a non-compensable time extension.
   3. Regardless of the type and severity of the adverse weather, Contractor shall be responsible for all costs of its efforts to mitigate the impacts of adverse weather to its schedule during the Contract Time.
   4. Adverse weather shall mean rain, windstorm, flood, or other natural phenomenon occurring at the Site which exceed the anticipated number of days of inclement weather as provided herein and which are proven by Contractor to be detrimental to the progress of the Work. Contractor shall plan the Work to allow for the following number of days of inclement weather during Regular Working Hours:MonthRain Days MonthRain DaysJanuary3 July0February3 August0March2 September0April1 October1May0 November1June0 December3
      1. Contractor’s progress schedule shall incorporate prudent allowance for the anticipated number of days of inclement weather specified herein.
      2. The Contract Time allowed for completion of Work specified in Document 00 54 39 (Contract Time and Liquidated Damages) is predicated on the anticipated number of days of inclement weather specified herein.
      3. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event has been exceeded.
      4. In the event that there are months with less than the anticipated number of inclement weather days specified herein, the City reserves the right to transfer the unused inclement weather days to other months of the Contract Time for which Contractor has requested a time extension because of adverse weather.
      5. In the event that there is a month with more than the anticipated number of inclement weather days specified herein, and Contractor has requested a time extension because of adverse weather, the City reserves the right to transfer unused inclement weather days from other months of the Contract Time to the month in question. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event, plus any inclement weather days transferred by the City from other months of the Contract Time, has been exceeded.
4. Notice of Delay:
   1. Pursuant to Anywhere Administrative Code Section 6.22(h)(2)(D), Contractor shall notify the City in writing promptly of all anticipated delays in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay. The City may take steps to prevent the occurrence or continuance of the delay, and the City may determine to what extent Substantial Completion is delayed thereby.
   2. Said notice shall constitute an application for an extension of time and payment for a compensable time extension, if applicable, only if the notice requests such time extension, specifies whether Contractor believes the time extension is compensable or non-compensable, sets forth Contractor’s estimate of the additional time required together with a full recital of the causes of Unavoidable Delays relied upon, and meets all requirements for a Notice of Potential Claim as set forth in Article 13 of these General Conditions, including the requirement that such Notice be submitted to the City within seven days of the event which Contractor contends affected the performance of the Work.
   3. The City’s determination of whether an extension of time will be granted and whether the extension is compensable or non-compensable will be based on Contractor’s demonstration to the City’s satisfaction that such Unavoidable Delays will extend Contractor’s current Critical Path on the current, City-approved updated progress schedule or require the formulation of a new extended Critical Path.
   4. If Contractor does not submit a notice as set forth in subparagraph 7.02D(2), Contractor thereby admits the occurrence had no effect on the length of its duration of Work and no extension of time is necessary, and Contractor understands and agrees that no extension of time or adjustment of the Contract Sum will be granted by the City.
5. Extensions of Time:
   1. In the event it is deemed necessary by the City to extend the time for completion of the Work to be performed under these Contract Documents beyond the specified limits of Contract Time specified in the Contract Documents, such extensions shall in no way release any guarantees or warranties given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the Bonds executed pursuant to said provision.
   2. The sureties in executing such Bonds shall be deemed to have expressly agreed to any such extension of time.
   3. The length of any extension of time shall be limited to the extent that the commencement, prosecution, and completion of the Work are delayed by the event as determined by the City in accordance with Anywhere Administrative Code Section 6.22(h)(2)(D).
   4. Adjustments to the Contract Sum for compensable time extensions shall be in accordance with Paragraph 7.03.
   5. Extensions of time that cumulatively extend the Contract Time in excess of 10% of the original Contract duration as specified in Document 00 54 39 (Contract Time and Liquidated Damages) shall be subject to the approval of the Airport Commission (or the Commission’s designee), as appropriate.
   6. In no event shall such extensions of time be granted subsequent to the date of Final Completion.
   7. Granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or to collect other damages or to pursue other rights and interests which the City is entitled.
   8. Should Contractor, any Subcontractor of any tier, or any Supplier of any tier, seek an extension of time for the completion of the Work under the provisions of this Paragraph 7.02, Contractor and its Subcontractor or Supplier shall submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.
   9. Neither this provision, nor any other provision of the Contract Documents, are intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge, and warrant that neither this provision nor any other provision of the Contract Documents has for its object, directly or indirectly, the exemption of the City, the City Representative, the City’s consultants, and their respective directors, officers, members, employees, and authorized representatives from responsibility of their own sole negligence, violation of law, or other willful injury to the person or property of another.

**7.03 ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/COMPENSABLE TIME EXTENSION**

1. The Contract Sum will be adjusted for a compensable delay as specified in this Paragraph 7.03 if, and only if, Contractor demonstrates that it is entitled to a compensable time extension per subparagraph 7.02A(2) and timely complies with the Notice of Delay requirements of these General Conditions.
2. The provisions of this Paragraph 7.03 and subparagraph 7.02A(2) do not apply to Change Order Work paid under Paragraph 6.06 or Paragraph 6.08, or to Force Account Work performed under Paragraph 6.07. Contractor’s right to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance, and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and home office overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work shall be limited to the adjustment of the Contract Sum (including without limitation the mark-ups specified) as set forth in Paragraph 6.06 or Paragraph 6.08. Those Paragraphs include markups to cover field and home office overhead costs. Overhead claims in excess of the markups specified are not allowed for Change Order Work, Force Account Work, or Unit Price Work. The Contract Sum adjustment provisions set forth in Paragraph 6.06 and Paragraph 6.08 constitute the sole, exclusive, and complete compensation that the City is obligated to pay Contractor for all costs, expenses, and damages incurred by Contractor and its Subcontractors and Suppliers of all tiers associated with Change Order Work, Force Account Work, or Unit Price Work.
3. Field Office Overhead – Daily Rate. If Contractor meets the conditions for a compensable time extension specified in this subparagraph 7.03C, then the City shall pay Contractor such amount as the City may find to be fair and reasonable compensation for such part of Contractor’s actual loss that was unavoidable. Fair and reasonable compensation shall be calculated as follows:
   1. Within the time and in the format specified by the City, Contractor shall submit a detailed listing of daily field office overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the compensable time extension. This listing may include without limitation onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance, safety and security expenses.
   2. The listing of the daily field office overhead cost components described above must be based on Contractor’s actual field office overhead costs. This listing must be submitted with the first Notice of Delay that includes a request for a compensable time extension. If Contractor’s time-related daily field office overhead cost changes for subsequent compensable delays, then Contractor shall submit a new overhead rate based on Contractor’s overhead costs at the time of the subsequent delay.
   3. The daily field office overhead rate shall be multiplied by the number of days the Contract is to be extended. No markup for overhead and profit shall be allowed on the extended daily field office overhead cost.
   4. The information submitted as required above shall be submitted in sufficient detail to allow review and shall be prepared in accordance with generally accepted accounting principles. The City shall have the right to audit Contractor’s costs under Paragraph 2.06.
4. Extended Home Office Overhead. Absent extraordinary circumstances, extended home office overhead is not allowable. Extended home office overhead and its application to a compensable time extension will not be allowed unless Contractor demonstrates to the satisfaction of the City that each and every of the following conditions apply to the delay period: (i) the delay was caused by the City and meets the conditions of subparagraph 7.02A(2); (ii) such City-caused delay was of an indefinite (unknown) duration; (iii) the City-caused delay suspended most, if not all, Work; (iv) the City-caused delay resulted in a substantial disruption or decrease in the income stream from the Project; (v) during the City-caused delay, Contractor was required to remain ready to resume Work immediately; and (vi) Contractor was unable to secure comparable replacement work due solely to the said delay from this Project during the impacted period to replace the reduced cash flow from this Project. If Contractor believes that it may be entitled to extended home office overhead, it must notify the City through the Notice of Delay process specified in subparagraph 7.02D. Within the time and in the format specified by the City, Contractor shall submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the City may make a determination (including an audit by a State-licensed Certified Public Accountant (CPA) if the City so requests). Supporting evidence shall be prepared in accordance with generally accepted accounting principles, and the City shall have the right to audit Contractor’s submittal under Paragraph 2.06. If the City determines that extended home office overhead is available, then the City shall have the discretion to determine the methodology for calculation of the rate.
5. E. Credit for Change Order and Force Account Markups. In order to avoid double payment of overhead and if Contractor timely requests additional compensation for a compensable delay in accordance with the Contract, and the City determines Contractor entitlement to additional compensation for such delay, then the City will adjust the amount payable to Contractor for the compensable delay by deducting a fair and reasonable credit to account for additional overhead paid to Contractor under the markups specified in Paragraph 6.06 for Change Order Work and Force Account Work, including markups from changes performed and paid under Bid Items (i.e. unit priced and contingency allowance Bid Items). The baseline credit amount will be 5% of the value of all Change Order Work and Force Account Work performed by Contractor under the Contract during the compensable delay period (but excluding any future Change Order Work and Force Account Work). If the City seeks a credit in excess of 5%, then the City will provide Contractor with supporting documentation. Such supporting documentation may include, at the City’s discretion, the results of an audit or examination of documents performed under Paragraph 2.06. If Contractor seeks either a credit of less than 5% or objects to the credit amount proposed by the City, then Contractor shall timely provide the City with supporting documentation. Such supporting documentation shall include the results of an audit performed by a CPA at Contractor’s cost if so requested by the City.

**7.04 LIQUIDATED DAMAGES**

1. Determination of Damages:
   1. The actual fact of the occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified limits of Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
   2. Damages which the City would suffer in the event of delay include, but are not limited to, costs of renting equivalent space, impact on adjacent use and operations, expenses of prolonged employment of an architectural, engineering and construction management staff comprised of both City Representatives and consultants; costs of administration, inspection and supervision; and the loss suffered by the public within the City and County of Anywhere by reasons of the delay in the construction of the Project to serve the public at the earliest possible time.
2. B. Agreed Amount of Damages: It is understood and agreed by Contractor and City that if all the Work specified or indicated in the Contract Documents is not completed within the specified limits of Contract Time, or within such time limits as extended in accordance with Paragraph 7.02, actual damages will be sustained by the City in the event of and by reason of such delay.
   1. Contractor and City agree that the amount of liquidated damages set forth in Document 00 54 39 (Contract Time and Liquidated Damages) represents the Parties’ reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Document 00 54 39 (Contract Time and Liquidated Damages) for Substantial Completion, as such date may be modified in accordance with the Contract Documents.
   2. Contractor and City agree that the amount of liquidated damages set forth in Document 00 54 39 (Contract Time and Liquidated Damages) represents the Parties’ reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Document 00 54 39 (Contract Time and Liquidated Damages) for completing the punch list of remedial Work and achieving Final Completion, as such date may be modified in accordance with the Contract Documents.
   3. Contractor and City agree that the amount of liquidated damages set forth in Document 00 54 39 (Contract Time and Liquidated Damages) represents the Parties’ reasonable estimate of the approximate damages which the City will sustain for each and every day (or other measure) of delay beyond the number of days (or other measure) specified in Document 00 54 39 (Contract Time and Liquidated Damages) for completing the specified critical, independent Milestone Work (e.g., shutdown Work), if any, as such date may be modified in accordance with the Contract Documents.
   4. It is therefore agreed that Contractor shall pay such amount of liquidated damages as specified in Document 00 54 39 (Contract Time and Liquidated Damages) and, in case such amount is not paid, Contractor agrees that the City may deduct the amount therefor from any money due or that may become due Contractor under the Contract.
3. Payment of Damages:
   1. Should Contractor become liable for liquidated damages, the City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments as provided in Paragraph 9.06 which would otherwise be due or become due Contractor until the liability of Contractor has finally been determined.
   2. The City shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. Any remaining balance of such retained percentages shall be paid to Contractor only after discharge in full of all liability incurred by Contractor.
   3. If the retained percentage is not sufficient to discharge all such liabilities of Contractor, Contractor and its sureties shall continue to remain liable to the City until all such liabilities are satisfied in full.
   4. Should the retention of moneys due or to become due to Contractor be insufficient to cover such damages, Contractor shall pay forthwith the remainder to the City.

### ARTICLE 8. INSPECTION AND CORRECTION OF WORK

**8.01 UNCOVERING OF WORK**

1. No Work or portion of Work shall be covered until inspected by the City or other public authorities having jurisdiction as required by the Contract Documents.
2. If any part of the Work is covered contrary to the request or direction of the City Representative or other public authority having jurisdiction, or contrary to the requirements of the Contract Documents, Contractor must, upon written request, uncover it for inspection by the City or other public authorities having jurisdiction and subsequently cover the Work in accordance with the requirements of the Contract Documents without adjustment to the Contract Time or Contract Sum. The provisions and obligations set forth in this subparagraph 8.01B shall apply even if the City or other public authorities having jurisdiction ultimately determine (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.
3. Should the City or other public authorities having jurisdiction wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with subparagraph 8.01A, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City or other public authorities having jurisdiction did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the City or other public authorities having jurisdiction determine that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City or other public authority having jurisdiction determine that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

**8.02 TESTS AND INSPECTIONS**

1. All testing and inspection of the Work required by the Contract Documents (other than special inspections as set forth in subparagraph 8.02B) shall be arranged and paid for by Contractor through an independent testing laboratory, unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction.
2. Special inspections to be performed by the City as specified in the Contract Documents or as required to comply with the Code or other agency having jurisdiction shall be performed at the City’s expense. Contractor shall give the City Representative, the City’s independent testing laboratory, special inspectors, and representatives from other authorities having jurisdiction a minimum of two Working Days’ notice, excluding weekends and City holidays, of when and where such special inspections are required so the City may arrange for the appropriate City representatives and inspectors, and representatives from other public authorities having jurisdiction, to be present to perform the necessary inspections or tests.

The City reserves the right to modify the scope of, or to reassign, any of the testing and inspection services specified in the Contract Documents to be performed by a testing agency or consultant retained by the City in connection with the Work.

1. If the City or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included in subparagraph 8.02A, the City will order the performance of such services by qualified independent testing agencies or consultants as may reasonably be required. The City shall bear such costs except as otherwise provided in subparagraph 8.02D.
2. If such testing, inspection, or approval reveal failure of the portion of the Work to comply with requirements of the Contract Documents, Contractor shall bear all costs made necessary by such failure including costs of repeated procedures and compensation for the City’s additional testing and inspection services and expenses.
3. If the City’s observation of any inspection or testing undertaken pursuant to this Paragraph 8.02 reveals a failure in any one of a number of identical or similar Items or elements incorporated in the Work to comply: (i) with the requirements of the Contract Documents or (ii) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction with respect to the performance of the Work, then the City will have the authority to order inspection and testing of all such Items or elements of the Work, or of a representative number of such Items or elements of the Work, as it may consider necessary or advisable.
4. Contractor shall bear all costs thereof, including reimbursement to the City for the City’s additional testing and inspection services if any are required, made necessary thereby. However, neither the City’s authority to act under this Paragraph 8.02 nor any decision made by the City Representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the City to Contractor, any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.
5. Neither observation by the City nor inspections, tests, or approvals by the City’s inspectors or testing agencies and consultants, or by other public authorities having jurisdiction, shall relieve Contractor from Contractor’s obligation to perform and provide Quality Control services to assure that the Work conforms to the requirements of the Contract Documents.
6. Failure or neglect on the part of the City or any of its authorized agents or representatives to condemn or reject Non-conforming Work or defective Materials shall not be construed:
7. To imply acceptance of such Non-conforming Work or Materials; or
8. As barring the City at any subsequent time from the recovery of money needed to build anew all portions of such Non-conforming Work; or
9. To relieve Contractor from the responsibility of correcting Non-conforming Work or Materials.
10. Unless otherwise required by the Contract Documents, required certificates of testing, inspection, or approval shall be secured by Contractor and furnished to the City in accordance with the Specifications.
11. Contractor shall provide promptly all facilities, labor, equipment, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the City. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.

The City reserves the right to charge Contractor any additional cost of inspection, including travel, transportation, lodging, etc., or test when the Work, Material, or workmanship is not ready for testing or inspection at the specified time.

**8.03 CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD**

1. Contractor shall (i) correct Non-conforming Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (ii) replace, repair, or restore to the City’s satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Non-conforming Work or correction of Non-conforming Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from the City Representative, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all damages resulting from such Non-conforming Work, including without limitation additional testing, inspection, engineering, and compensation for City Representative’s services and expenses (including the City’s expenses at the labor rates included in the contracts between the City and the City’s testing and inspection services). This subparagraph 8.03A shall not be interpreted to provide for recovery of attorney’s fees.
2. The term “Guarantee to Repair Period” means a period of two years, unless a longer period of time is specified in the General Requirements or other Contract Documents or prescribed by applicable laws and regulations, commencing as follows:
   1. For any Work not described as incomplete in the Punch List/Final Completion, on the date of Substantial Completion.
   2. For space used or for separate systems fully utilized prior to Substantial Completion per Paragraph 9.07, as established in a Notice of Partial Utilization.
   3. For all Work other than subparagraphs 8.03B(1) and 8.03B(2), from the date of Final Completion.
3. The requirement to correct Non-conforming Work shall continue until one year after the date of correction of repaired or replaced Items, or such longer period as may be specified in the Contract Documents or mutually agreed to by Contractor and City.
4. If Contractor fails to commence correction of Non-conforming Work or fails to diligently prosecute such correction within 10 Working Days of the date of written notification from the City, the City may correct the Non-conforming Work in accordance with Paragraph 2.04 or may remove it and store the salvageable Materials or equipment at Contractor’s expense. If Contractor does not pay the costs of such removal and storage within five Working Days after written notice, the City may sell, auction, or discard such Materials and equipment. The City will credit Contractor’s account for the excess proceeds of such sale, if any. The City will deduct from Contractor’s account the costs of damages to the Work, rectifying the Non-conforming Work, removing and storing such salvageable Materials and equipment, and discarding the Materials and equipment, if any. If the proceeds fail to cover said costs and damages, the Contract Sum shall be reduced by the deficit. If the current Contract unpaid balance and retention is insufficient to cover such amount, Contractor shall reimburse the City.
5. If immediate correction of Non-conforming Work is required for life safety or the protection of property and is performed by the City or a separate contractor, Contractor shall pay to the City all reasonable costs of correcting such Non-conforming Work. Contractor shall replace, repair, or restore to the City’s satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Non-conforming Work or the correction of such Non-conforming Work.
6. This requirement to correct Non-conforming Work and all similar requirements applicable to equipment of Subcontractors of any tier or Suppliers used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the City without necessity of separate transfer or assignment thereof.
7. Contractor’s obligations under this Paragraph 8.03 are in addition to and not in limitation of its warranty obligations under Paragraph 3.17 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor’s express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Non-conforming Work. Nothing contained in this Paragraph 8.03 shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of correction periods for Non-conforming Work relate only to the specific obligations of Contractor to correct the Work and in no way limits either Contractor’s liability for Non-conforming Work or the time within which proceedings may be commenced to enforce Contractor’s obligations under the Contract Documents.

**8.04 ACCEPTANCE OF NON-CONFORMING WORK**

If, in the sole and unfettered judgment of the City, it is undesirable or impractical to repair or replace any Non-conforming Work, the City may accept such Non-conforming Work in exchange for a reduction in the Contract Sum by such amount as the City or its authorized representatives deem equitable, or Contractor shall rebate moneys previously paid by the City.

### ARTICLE 9. PAYMENTS AND COMPLETION

**9.01 CONTRACT SUM**

1. Payment to Contractor at the Contract Sum shall be full compensation for furnishing all labor, Materials, equipment and tools necessary to the Work; for performing and completing all Work in accordance with the requirements of the Contract Documents; and for all expenses incurred by Contractor for any purpose incidental to performing and completing the Work.
2. Whenever the Contract Documents specify that Contractor is to perform Work or furnish Materials of any class for which no price is fixed in the Contract, it shall be understood that such Work is to be performed or such Materials furnished without extra charge, allowance, or direct payment of any sort, and that the cost of performing such Work or furnishing such Materials is included in Contractor’s Total Bid Price.

**9.02 SCHEDULE OF VALUES FOR LUMP SUM WORK**

1. Within 30 days after receipt of the NTP, or as otherwise specified in Division 01, Contractor shall submit a detailed cost breakdown of each of the lump sum Items in the Schedule of Bid Prices, including Alternate Bid Items selected by the City, by Work that will be performed by Contractor and first-tier Subcontractors. This breakdown shall be referred to as the schedule of values and shall serve as the basis for progress payments for lump sum Items. No progress payments will be made on account of lump sum Items until the City has reviewed and accepted Contractor’s schedule of values.
2. The specific format, detail, and submittal requirements for the schedule of values shall be as specified in Division 01 or as directed by the City to facilitate and clarify progress payments to Contractor for completed Work.
3. The sum of the individual costs listed in the schedule of values for each lump sum Item shall equal the lump sum price bid therefor under the Bid Item named in Document 00 41 00 (Bid Form).
4. Unless otherwise provided in the Contract Documents, Contractor’s overhead, profit, insurance, bonds, and other similar costs, shall be prorated through all Items so that the sum of the cost for all Items shall equal Contractor’s Total Bid Price.
5. The City will review and return Contractor’s schedule of values with comments. Contractor shall make all corrections requested by the City and resubmit for approval.
6. The City shall be the sole judge of the sufficiency in detail and proper proportioning of Contractor’s schedule of values.
7. Contractor’s schedule of values will be acceptable to the City as to form and substance if it provides a reasonable allocation of Contractor’s Bid Price to component parts of the Work.
8. Upon concurrence by the City, a written formal approval of Contractor’s schedule of values will be issued. If the City later determines that the schedule of values is insufficient or incorrect, an adjustment shall be made as specified in subparagraph 9.02B.

**9.03 PROGRESS PAYMENTS**

1. Subject to the conditions set forth in these General Conditions, and to the authorization of the City or the authorized representatives of the City, payment shall be made upon monthly demand of Contractor and pursuant to the Contract Documents.
2. On the 25th day of each month, Contractor may submit to the City for review a draft Application for Payment, on a form approved by the City, covering the Work completed by Contractor as of the date of the draft Application and estimating the Work that will be completed for the remainder of the calendar month. If submitted, the draft Application for Payment shall be accompanied by such supporting documentation as specified in Division 01.
3. On the 1st day of each month, Contractor shall submit to the City for review a final Application for Payment for the preceding calendar month, on a form approved by the City and signed by Contractor, covering the Work completed by Contractor as of the last day of the preceding calendar month. The final Application for Payment shall be accompanied by such supporting documentation as specified in Division 01. Late Applications for Payment shall only include days within completed calendar months.
4. The Application for Payment shall identify the amount of Contractor’s total earnings to date and shall include the following:
5. Lump Sum. The monthly value of lump sum Work shall be estimated by Contractor pursuant to the schedule of values prepared in accordance with Paragraph 9.02. Contractor’s estimates need not be based on strict measurements but shall consist of good-faith approximations and shall be proportional to the total amount, considering payments previously made, that becomes due for such Work satisfactorily completed in accordance with the requirements of the Contract Documents.
6. Unit Prices. Progress payments on account of Unit Price Work shall be based on the number of units of Work satisfactorily completed as determined by the City and the unit prices bid by Contractor, adjusted as specified in Paragraph 6.08 for the actual quantities of Work performed.
7. Allowances. Progress payments on account of allowances named in Document 00 41 00 (Bid Form) shall be made for such sums as may be acceptable to the City. Prior to payment of any allowance Item, an appropriate Change Order will be issued as directed by the City Representative to reflect actual amounts due Contractor on account of Work covered by the allowance(s). The Application for Payment shall identify the amount of Contractor’s total charges to date.
8. Monthly progress payment amounts to Contractor shall be based upon completed Work or percentages of Work completed prior to the end of the payment period. Except as provided in Paragraph 9.10, no payments will be made for Materials or equipment not incorporated into the Work as of the last day of the payment period.
9. Monthly Applications for Payment shall be based on information developed at monthly progress meetings and shall be prepared by Contractor as specified in Division 01. Submission of approved monthly progress schedule updates for same period as the Application for Payment shall be a condition precedent to making progress payment Applications. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.
10. In addition to other requirements specified in Division 01, consistent with Anywhere Mayor’s Executive Directive 12-01, Contractor shall include its Subcontractors’ acceptable invoices with the monthly Application for Payment that it submits no later than 30 days after receipt of such invoices from its Subcontractors.
11. Contractor may be required to submit all required payment information in up to three systems, such as SOLIS, Unifier, and PeopleSoft. This will enable the Airport to monitor Contractor’s compliance with the Local Business Enterprise (LBE) subcontracting commitments in the Agreement. Contractor shall pay its LBE Subcontractors and Suppliers within three Working Days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of all required Contract Monitoring Division (CMD) payment information. Failure to submit all required payment information with each payment request may result in the Controller withholding 20% of the requested payment due pursuant to that invoice until the required payment information is provided.
12. As soon as practical after estimating the progress of the Work, the City will pay to Contractor in a manner provided by law an amount based upon Contract prices, of labor and Materials incorporated in the Work at the Site, until midnight of the last day of the last calendar month included in the payment period, less the aggregate of the amount of previous payments. Payments, however, may be withheld at any time that the Work, in the City’s estimation, is not proceeding in accordance with the Contract, or as otherwise provided in Paragraph 9.06.

The City shall endeavor to make progress payments for undisputed amounts within 15 business days, but no later than 45 business days, of receiving an acceptable payment request and the required documentation including, without limitation, certified payrolls, and Contract Monitoring Division program participation forms. In no event shall the City become liable for interest or other charges for late payment except as set forth in Anywhere Administrative Code Section 6.22(j)(7).

1. No inaccuracy or error in said monthly estimates shall operate to release Contractor or its sureties from damages arising from such Work or from the enforcement of each and every provision of the Contract Documents, and the City shall have the right to correct any error made in any estimate for payment.
2. In accordance with the provisions of State Public Contract Code Section 11111, Contractor will be permitted to substitute securities for any moneys withheld by the City to ensure performance under the Contract under the following conditions:
3. At the request and expense of Contractor, securities listed in State Government Code Section 11111, bank or savings and loan certificate of deposits, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the City and Contractor which are equivalent to the amount withheld under the retention provisions of the Contract Documents shall be deposited with the City Controller who shall then pay such moneys to Contractor. Upon satisfactory completion of the Project and all Work under the Contract, the securities shall be returned to Contractor.
4. Contractor shall be the beneficial owner of the securities substituted for moneys withheld and shall receive any interest thereon.
5. Contractor shall enter into an escrow agreement with the City Controller according to Document 00 62 76.19 (Escrow Agreement for Security Deposits in Lieu of Retention), specifying the amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of the Contract.
6. The granting of any progress payment, or the receipt thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way lessen the liability of Contractor to replace unsatisfactory Work or Material, though the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made.
7. It is mutually understood and agreed that the City may withhold from any payment otherwise due Contractor such amounts as may be necessary to protect the City to ensure completion of the Project pursuant to the requirements of this Contract. The failure or refusal of the City to withhold any moneys from Contractor shall in no way impair the obligations of any surety or sureties under any Bonds furnished under this Contract.

If any payment or portion of payment is withheld by the City, Contractor will be notified in writing of the cause(s) of such action.

1. Only Directive or Final Change Orders and undisputed portions of Unilateral Change Orders completely approved and executed by the City shall be included on the payment authorization, and only that portion of the Change Order Work actually performed shall be submitted for payment. Contractor shall submit a breakdown for each Change Order by Change Order number on its Application for Payment.
2. Submission of Electronic Certified Payrolls. Contractor shall submit certified payrolls within seven days of Contractor’s regular payment date for any payroll period. The City will not issue a monthly progress payment until Contractor has submitted weekly payrolls to the City through the second Friday of the last calendar month included in the applicable progress payment period. No monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the DIR (in addition to the City) for the applicable progress payment period.
3. Certified payrolls shall be prepared pursuant to State Labor Code Section 1770, et seq. for the period involved for all employees and owner-operators, including those of Subcontractors and Suppliers of all tiers, for all labor and Materials incorporated into the Work.
4. Contractor shall submit certified payrolls to the City electronically via the project reporting system selected by the City (“LCPtracker”), an Internet-based system accessible on-line through a web browser. Contractor and each Subcontractor and Supplier will be assigned a log-on identification and password to access LCPtracker.
5. Contractor shall submit certified payrolls to the DIR in the manner specified by the DIR.
6. Use of LCPtracker may require Contractor, Subcontractors, and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this Project, and wage and benefit rates paid. Contractor’s payroll and accounting software may be capable of generating a “comma delimited file” that will interface with LCPtracker software.
7. The City will provide basic training in the use of LCPtracker at a scheduled training session. Contractor and all Subcontractors and Suppliers and/or their designated representatives must attend an LCPtracker training session.
8. Contractor shall comply with the requirements of this subparagraph 9.03O at no additional cost to the City.
9. The City will not be liable for interest, charges, or costs arising out of or relating to any delay in making progress payments due to Contractor’s failure to make a timely and accurate submittal of certified payrolls.
10. Final payment will not be processed until Contractor has submitted all weekly certified payrolls.
11. Contractor Prompt Payment. Except as otherwise required by Anywhere Administrative Code Chapter 14B, and consistent with the provisions of Anywhere Administrative Code Section 6.22(q), Contractor shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the Subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a Subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.22(q), then Contractor shall pay to the Subcontractor directly the penalty specified in Section 6.22(q).

**9.04 RETENTION**

1. As required by and in conformance with the procedures set forth in Anywhere Administrative Code Section 6.22(j), the City shall hold 5% in retention from each progress payment.
2. When the City determines that the Work is 98% or more complete, the City may reduce retention funds to an amount equal to 200% of the estimated value of Work yet to be completed, plus any amounts necessary to cover offsets by the City for liquidated damages, defective Work, stop notices, forfeitures, and other charges.
3. The City shall release the balance of retention only upon the following conditions: (i) Contractor has reached Final Completion as provided in Paragraph 9.09; and (ii) the Contract is free of offsets by the City for liquidated damages and defective Work and is free of stop notices, forfeitures, and other charges.
4. Contractor may apply for early release of retention for Work performed by (i) any Subcontractor certified by the City as an LBE or (ii) any Subcontractor under a contract with a construction duration of more than two years. Contractor shall make such application in writing and shall certify the following:
5. That the Work by the Subcontractor is completed and satisfactory in accordance with the Contract Documents;
6. The total amount paid to the Subcontractor by Contractor as of the date of the written request; and
7. The amount of retention associated with the Work performed by the Subcontractor.

Contractor acknowledges and agrees that the release of retention under this subparagraph 9.04D shall not reduce the responsibilities or liabilities of Contractor or its surety(ies) under the Contract or applicable law.

**9.05 PAYMENT AUTHORIZATION**

1. The City will, after receipt of Contractor’s Application for Payment, approve such amount as the City determines is properly due.
2. Payment will be issued by the City based on the City’s determination that the Work has progressed satisfactorily to the point stated in the Application for Payment. Payment will not be a representation that the City has:
3. Inspected the Work exhaustively to check that the quality or quantity are in conformance to the requirements of the Contract Documents; or
4. Reviewed Contractor’s means, methods, techniques, sequences, or procedures of construction; or
5. Ascertained how or for what purpose Contractor has used money paid, or determined that title to any of the Work, Materials, or equipment has passed to the City free and clear of any liens.

**9.06 WITHHOLDING PAYMENT**

1. The City may decide not to authorize payment, in whole or in part, to the extent reasonably necessary to protect itself, as determined by the City, up to a maximum of 125% of the estimated cost to cure or otherwise correct or account for Contractor’s failure if, in the City’s judgment, the determination required by subparagraph 9.05B cannot be made. If the City does not authorize payment in the amount of the application, the City will notify Contractor of the reasons for withholding payment. The City may also decline to authorize payment based on subsequently discovered evidence, and the City may nullify the whole or a part of a payment previously issued 125% of the estimated cost to cure or otherwise correct or account for Contractor’s failure, for one or more of the following reasons:
2. The City determines the existence of Non-conforming Work or completed Work that has been damaged, requiring correction or replacement.
3. Third party claims have been filed, or there is reasonable evidence indicating probable filing of such claims.
4. The City determines that the Work cannot be completed for the unpaid balance of the Contract Sum.
5. The Contract Sum has been reduced by Change Orders.
6. Damage has occurred to the City or another contractor.
7. The City determines that the Work will not be completed within the Contract Time and that the current unpaid balance and retention will not be adequate to cover actual or liquidated damages for the anticipated delay.
8. The City determines that Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, any of the causes enumerated under subparagraph 14.01A).
9. The City determines that Contractor fails to submit timely PCO cost proposal breakdowns in accordance with the Contract Documents.
10. The City determines that Contractor fails to comply with any other requirements of the Contract Documents.
11. The City determines that Contractor fails to submit record documents in accordance with the requirements under Document 01 78 39 (Project Record Documents).

**9.07 PARTIAL UTILIZATION**

1. Whenever the Work, or any part thereof, is in a condition suitable for use in the opinion of the City, and the best interest of the City requires such use, the City may make a written request for Contractor to permit the City to take possession of and use the Work, or a part thereof, at no additional cost to the City. When so used, maintenance and repair due to ordinary wear and tear caused by the City will be made at the City’s expense. The use by the City of the Work or part thereof shall in no case be construed as constituting completion or acceptance of Non-conforming Work. Unless otherwise provided elsewhere in the Contract Documents, such use shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the City of any of the conditions thereof.
2. Such Partial Utilization may commence at any time as determined by the City, except that the insurers providing property insurance shall have acknowledged notice thereof and in writing effected any changes in insurance coverage necessitated thereby.
3. If, in response to the City’s written request(s) to take possession of and use part of the Work, Contractor believes that a specified part of the Work is sufficiently complete and ready for Partial Utilization, Contractor shall notify the City in writing and request a joint inspection of that part of the Work in accordance with the procedures described in Paragraph 9.08. When the City determines that the Work is ready for Partial Utilization, the City will issue a Notice of Partial Utilization, which shall establish the Partial Utilization date. The City will also issue a punch list for the Work identifying deficient Items to be corrected by Contractor prior to Final Completion.
4. Partial Utilization of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
5. Contractor shall perform final cleaning of such partially utilized Work as specified in Division 01 when directed to do so by the City.
6. The Guarantee to Repair Period, as defined in Paragraph 8.03, will commence upon the date specified in the Notice of Partial Utilization except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which the City has not taken Partial Utilization or issued a Notice of Partial Utilization shall not commence until the City has taken Partial Utilization for that portion of the Work or has issued a Certificate of Substantial Completion for the entire Project.
7. Except as provided in this Paragraph 9.07, there shall be no additional cost to the City due to Partial Utilization.

**9.08 SUBSTANTIAL COMPLETION**

1. Contractor shall notify the City in writing when Contractor considers that the Work is Substantially Complete and request that the City inspect the Work and prepare a Certificate of Substantial Completion. Attached to Contractor’s request for a Substantial Completion inspection shall be a preliminary list of Items to be completed or corrected before Final Completion.
2. Within 10 Working Days from receipt of Contractor’s written notification, the City will make an inspection to determine whether the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will provide Contractor with a Punch List/Substantial Completion within 15 Working Days from Contractor’s notice, that lists all Items that shall be corrected or completed before the City considers the Work Substantially Complete.
3. Once Contractor has completed all Items on the Punch List/Substantial Completion, Contractor shall request a second inspection by the City to verify that the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will follow the same procedure as for the first inspection as described in subparagraph 9.08B. Contractor shall reimburse the City for costs incurred by the City and its consultants related to all additional inspections necessary to achieve Substantial Completion.
4. As a condition precedent to Substantial Completion, Contractor shall obtain a temporary certificate of occupancy from BICE or other equivalent agency having jurisdiction over the Work in the event that such temporary occupancy permit or equivalent permit is necessary for the City to utilize the Work for the purposes for which it is intended.
5. When the City determines that the Work is Substantially Complete, the City will issue a Certificate of Substantial Completion, which shall establish the Substantial Completion date.
6. At the time of delivery of the Certificate of Substantial Completion, the City will deliver to Contractor (i) a Punch List/Final Completion identifying deficient Items to be corrected by Contractor prior to Final Completion; and (ii) a written determination as to the division of responsibilities regarding closeout requirements including, but not limited to, security, operation, safety, maintenance, heat, utilities, insurance, and warranties.

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

1. When Contractor considers all Work complete, including all Items of Work on the Punch List/Final Completion and all closeout requirements, Contractor shall notify the City in writing and request that the City issue a Notice of Completion.
2. Within 10 Working Days of receipt of Contractor’s written notice, the City will verify whether all Punch List/Final Completion Items are completed. If the City finds that any of the Punch List/Final Completion Items are not complete, the City will notify Contractor in writing within 15 Working Days from Contractor’s notice. Contractor shall promptly take actions necessary to complete such Punch List/Final Completion Items. The City will add to or modify the Punch List if it discovers additional non-compliant Work prior to Final Completion.
3. Once Contractor considers all deficient Punch List/Final Completion Items complete, Contractor shall notify the City in writing and request a second inspection. If the City finds the Punch List/Final Completion Items are still not complete, Contractor shall be responsible for all costs for conducting such additional inspections incurred by the City and its consultants before Final Completion. The cost of such inspections shall not be considered a delay cost and shall be charged in addition to any liquidated damages which may become due as a result of Contractor’s failure to achieve Final Completion within the time prescribed in Document 00 54 39 (Contract Time and Liquidated Damages). All such costs of the City and its consultants shall be deducted from amounts which are due or become due to Contractor.
4. While deficient Punch List/Final Completion Work is outstanding, the City may, at its option, pay Contractor any earned Contract funds, including retention, subject to offset for the following: (i) funds subject to a certification of forfeiture by the Office of Labor Standards Enforcement and/or stop notice claims and/or funds to be withheld as otherwise required by law or court order; (ii) an amount not to exceed 200% of the total estimated cost of labor and materials to correct any Non-conforming, unacceptable, or incomplete Work; and (iii) amounts assessed for liquidated damages.
5. After Contractor has completed to the satisfaction of the City all Punch List/Final Completion Items and closeout requirements in accordance with the Contract Documents, the City will issue a written Notice of Completion as required by Anywhere Administrative Code Section 6.22(k) stating that the Work is acceptable, and Contractor may submit the final Application for Payment.
6. Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the City, execute and deliver at the time of final payment, as a condition precedent to final payment, a release in the form specified in Division 00 and containing such exemptions as may be found appropriate by the City, discharging the City and the City’s consultants, and their directors, officers, members, employees, agents, and authorized representatives, of all liabilities, obligations, and Claims arising under this Contract.

**9.11 PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENT FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE**

1. Long Lead Items Not Delivered to Contractor. In general, the City will not make payments for undelivered equipment or Materials. Notwithstanding that general rule, the Contract Documents may, in limited circumstances, authorize partial payment for undelivered equipment or Materials which require lengthy fabrication periods. Payment will be made according to and limited to the specific authorization and process set forth in Document 00 52 00 (Agreement). The City will not make partial payment for undelivered Items unless the Agreement specifically authorizes such payment.
2. Items Delivered and Stored On or Off the Site. In general, the City will not make partial payment to Contractor for Material or equipment procured by Contractor but stored on or off the Site and not incorporated into the Project. Notwithstanding that general rule, the following exception applies in limited circumstances:
3. The City will, upon written request by Contractor, make partial payment for Material or equipment procured by Contractor and not incorporated into the Project subject to the following conditions:
   1. Partial payment will not be made for any Materials or equipment unless each individual piece of the Material or equipment will become a permanent part of the Work, the Materials and/or equipment are required by the Contract Documents, and the Materials and/or equipment are specially manufactured for the Project and could not readily be used for or diverted to another job.
   2. No partial payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.
   3. Applicable Materials and/or equipment are either stored on the Site or at an Off Site location approved in advance and in writing by the City and in compliance with the requirements set forth in this subparagraph 9.10B.
   4. Partial payment for Materials or equipment stored off the Site shall be limited to the lessor of 75% of the invoice cost or the Bid Item amount less an estimate by the City for installation. Partial payment for Materials or equipment stored on the Site shall be limited to the lessor of 95% of the invoice cost or the Bid Item amount less an estimate by the City for installation. Contractor shall provide all documentation necessary to establish the cost of the Materials or equipment. The City shall be sole judge of installation costs. The actual percentage paid (subject to the 75% or 95% limit, as applicable) shall be at the discretion of the City.
   5. The General Requirements may set forth additional conditions applicable to partial payment for Materials and equipment.
4. The City will not approve a request for partial payment for Material or equipment not incorporated into the Project unless Contractor complies with each of the applicable requirements set forth below. No partial payment will be made until Contractor submits sufficient and satisfactory documentation to the City as required below.
   1. Contractor shall submit to the City Representative proof of Off Site Material or equipment purchases, including bills of sale, invoices, unconditional releases, and/or other documentation as requested by the City warranting that Contractor has received the Material or equipment free and clear of all liens, charges, security interests, and encumbrances.
   2. Contractor shall submit to the City Representative proof that title to stored Items vested in the City at time of delivery to the Site or Off Site warehouse. Contractor shall be responsible for all costs associated with storage of the Items.
   3. Contractor shall store the Materials and/or equipment in a bonded warehouse or facility approved by the City Representative. The Materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the “PROPERTY OF THE CITY AND COUNTY OF Anywhere.” Contractor shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such Materials or equipment and shall perform the manufacturers’ recommended maintenance of the Materials or equipment. Contractor shall inspect the Materials and equipment and shall submit regular reports to the City Representative as specified in the General Requirements, listing all of the equipment stored, results of its inspection, and the maintenance performed.
   4. Contractor, at no additional cost to the City, shall insure stored Material and/or equipment against theft, fire, loss, vandalism, and malicious mischief, and shall deliver the policy or certificate of such insurance to the City Representative naming the City as additional insured. Insurance shall not be cancelable for at least 30 days and cancellation shall not be effective until certificate thereof is provided to the City. The insurance shall cover the Material or equipment while stored at the approved location, while in transit to the Site, while being off-loaded at the Site, and until the Material or equipment is incorporated into the Work and the Work is accepted by the City.
   5. Contractor shall submit to the City Representative written consent from Contractor’s sureties approving the partial payment for Items stored on or off Site. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.
   6. Stored Material or equipment shall be available for inspection by the City at all times. Contractor shall, upon request, assist the City Representative in conducting a full view, piece-by-piece, inventory or all such Material or equipment.
   7. Contractor shall protect stored Material and equipment from damage. Damaged Material and/or equipment, even though paid for, shall not be incorporated into the Work. In the event of loss or damage to paid Material and/or equipment, Contractor shall be responsible for replacing such lost or damaged Material and/or equipment at its own cost and shall be responsible for all delays incurred to the Project as a result of such loss or damage. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to replace lost or damaged Material and/or equipment at its own cost.
   8. Contractor shall deliver stored Material and equipment to the Site. After delivery, if any inherent or acquired defects are discovered in such Material and/or equipment, Contractor shall remove and replace any defective Items with suitable Items at no additional cost to the City. Contractor shall be responsible for all delays incurred to the Project resulting from the removal and replacement of defective Material and/or equipment. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to remove and replace defective Items.
5. Nothing in this Paragraph 9.10 shall relieve Contractor of its responsibility for incorporating Material and equipment into the Work that conform to the requirements of the Contract Documents.
6. Contractor shall absorb any and all costs incurred to meet the requirements of this Paragraph 9.10 without modification to the Contract Sum.

### ARTICLE 10. INSURANCE AND BONDS

**10.01 INSURANCE REQUIREMENTS**

Contractor shall purchase and maintain in force throughout the Contract Time such liability and other insurance as provided in Document 00 73 16 (Insurance Requirements).

**10.02 PERFORMANCE BOND AND PAYMENT BOND**

1. At the time Contractor executes the Contract, Contractor shall file with the City the following Bonds using the form provided in Document 00 61 13 (Performance Bond & Payment (Labor and Material) Bond):
2. A corporate surety bond, in a sum as required by Document 00 52 00 (Agreement), to guarantee the faithful performance of the Contract (“Performance Bond”); and
3. A corporate surety bond, in a sum as required by Document 00 52 00 (Agreement), to guarantee the payment of labor, Materials, supplies, and equipment used in the performance of the Contract (“Payment Bond”).
4. Said Performance Bond shall cover all corrective Work required during the Guarantee to Repair Period, all warranty and maintenance Work required by the Contract Documents, and any and all Work required to correct latent defects.
5. Corporate sureties issuing these Bonds and Bid Bonds as specified in Document 00 21 13 (Instructions to Bidders) shall be legally authorized to engage in the business of furnishing surety bonds in the State of State. All sureties shall have either a current A.M. Best Rating not less than “A-, VIII” or shall be listed in the current version of the United States Department of the Treasury’s Listing of Approved Sureties (Department Circular 570) and shall be satisfactory to the City.

### ARTICLE 11. LABOR STANDARDS

**11.01 PREVAILING WAGES**

1. It is hereby understood and agreed that all provisions of State Labor Code Section 1770, et seq., are required to be incorporated into every contract for any public work or improvement and are provisions of this Contract.
2. It is hereby understood and agreed that all provisions of Anywhere Administrative Code Sections 6.22(e) and 6.22(f) are incorporated as provisions of the Contract Documents including, but not limited to, the following:
3. Contractor shall pay to all persons performing labor in and about the Work not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.
4. Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of any Work or labor on the Work, a provision that said Subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.
5. Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing labor in or about the Work. Such records shall include the name, address, and social security number of each worker who provided labor, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. Every Subcontractor who shall undertake the performance of any part of the Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.
6. Should Contractor, or any Subcontractor who shall undertake the performance of any part of the Work herein required, fail or neglect to pay to the persons who shall perform labor under this Contract, subcontract, or other arrangement for the Work, the highest general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any Subcontractor so failing or neglecting to pay said wage, Contractor and the Subcontractor shall jointly and severally forfeit back wages due plus the penalties set forth in Anywhere Administrative Code Section 6.22(e) and/or State Labor Code Section 1775, but not less than $50 per worker per day. The City, when certifying any payment which may become due under the terms of the Contract, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.
7. No person performing labor or rendering service in the performance of the Contract or a subcontract for the Work herein required shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. Contractor or any Subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in State Labor Code Section 1775, but not less than $50 per worker per day.
8. The most current highest prevailing wage rate determinations made at the time of the advertisement for Bids are hereby incorporated as part of the Contract Documents. No adjustments in the Contract Sum will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.
9. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at [http://example.com](http://example.com/).
10. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the State Division of Labor Statistics and Research, Prevailing Wage Unit, by telephone at 123 456 7890 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.
11. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and/or the Anywhere Office of Labor Standards Enforcement.

**11.02 PAYROLLS**

1. Certification of Payroll Records: In addition to the submission requirements of subparagraph 9.03O, Contractor shall comply with the requirements of State Labor Code Section 1776, or as amended from time to time, regarding the preparation, keeping, filing, and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.
2. The payroll records shall be certified under penalty of perjury and shall be submitted electronically to the City and, where required, to the DIR as set forth in subparagraph 9.03O. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor on the following basis:
3. A certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.
4. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.
5. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Contractor.
6. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.
7. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under State Labor Code Section 1776(e), as that section may be amended from time to time.
8. Contractor shall inform the City of the location of the payroll records, including the street address, city, and county, and shall, within five Working Days, provide a notice of a change of location and address.
9. In the event that Contractor receives a written notification of noncompliance with State Labor Code Section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in State Labor Code Section 1776, but not less than $50 per worker per day. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the Contract Sum.
10. Contractor is solely responsible for compliance with State Labor Code Section 1776. The City shall not be liable for Contractor’s failure to make timely or accurate submittals of certified payrolls.

**11.03 APPRENTICES**

1. Contractor and its Subcontractors of every tier shall, as a material term of the Contract, comply with the requirements of the State Apprenticeship Program (as set forth in the State Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5) and Anywhere Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with State Labor Code Section 1777.5 for all apprenticeable occupations.
2. Contractor shall comply with all requests by the City to provide proof that Contractor and all of its Subcontractors at every tier are in compliance with the State Apprenticeship Program.
3. Contractor shall include in all of its subcontracts the obligation for Subcontractors to comply with the requirements of the State Apprenticeship Program.
4. Section 1777.5 does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than $30,000.
5. Should Contractor fail to comply with the apprenticeship requirements of Section 1777.5, Contractor shall be subject to the penalties prescribed in Section 1777.7 of the State Labor Code. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the State Apprenticeship Council.
6. Contractor, if not signatory to a recognized apprenticeship training program under State Labor Code Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its Subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.

**11.04 LABOR STANDARDS ENFORCEMENT**

1. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and/or the Anywhere Office of Labor Standards Enforcement.
2. In accordance with Anywhere Administrative Code Section 6.22(e)(7) and Section 6.24, and the applicable sections of the State Labor Code, Contractor further acknowledges and agrees as follows:
3. Contractor will cooperate fully with the DIR and the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on public works contractors by the Anywhere Charter, Anywhere Administrative Code Chapter 6, and the applicable sections of the State Labor Code.
4. Contractor agrees that the DIR and the Labor Standards Enforcement Officer and his or

her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of Contractor, employee time sheets, inspection logs, payroll records, and employee paychecks.

1. Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.
2. Contractor shall post job site notices pre-scribed by the DIR at all job sites where Work is to be performed.
3. The DIR and the Labor Standards Enforcement Officer may audit such records of Contractor as is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the Anywhere Charter, Anywhere Administrative Code Chapter 6, and the applicable sections of the State Labor Code.
4. Under State Public Contract Code Section 6109, Contractor or Subcontractors who are ineligible to bid or work on, or be awarded, a public works project under State Labor Code Sections 1777.1 or 1777.7 are prohibited from performing Work on the Project.
5. Any contract for the Project entered into between Contractor and a debarred Subcontractor is void as a matter of law.
6. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Contractor shall return to the City any public money that may have been paid to a debarred Subcontractor by Contractor.
7. Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor that has been allowed to work on the Project.

### ARTICLE 12. SAFETY

**12.01 PRECAUTIONS AND PROGRAMS**

1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall be solely responsible for any and all fines, penalties, or damages which result from Contractor’s failure to comply with applicable health and safety laws and regulations during performance of the Work.
2. Contractor shall designate in writing a responsible competent person of Contractor’s organization at the Site as Project safety representative whose principal duties shall be the prevention of accidents and the maintenance and supervision of safety precautions and programs in accordance with the requirements of applicable laws and regulations. This person shall be available 24 hours a day, seven days a week by telephone or other approved means.
3. Contractor shall perform all Work relating to hazardous materials as required by the Contract Documents. Contractor and its Subcontractors shall comply with all local, state, and federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that Contractor or its Subcontractors introduces and/or discharges, spills, or releases a hazardous material onto the Site in a manner not specified by the Contract Documents; and/or (ii) disturbs a hazardous material identified in the Contract Documents or Reference Documents, Contractor shall immediately notify the City Representative and any required agencies of the spill, release, or discharge and Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if deemed necessary by the City, will, at the discretion of the City, be performed either by the City at Contractor’s expense or by Contractor, through a qualified remediation Subcontractor, at Contractor’s expense. Under no circumstance shall Contractor perform remediation Work for which it is not qualified.
4. Should Contractor or any of its Subcontractors, while performing Work on the Site, unexpectedly encounter any hazardous material not shown in the Contract Documents or Reference Documents, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City Representative. Removal and disposal of the hazardous material not shown in the Contract Documents or Reference Documents, if deemed necessary by the City, will be performed as directed by the City at the City’s expense. In the event that Contractor is delayed in the completion of the Work solely because of such hazardous materials or conditions not previously identified in the Contract Documents or Reference Documents, Contractor shall be entitled to an extension of time in accordance with Article 7 of these General Conditions.

**12.02 PERSONS AND PROPERTY**

1. Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:
2. All persons on the Site or others who may be affected by the Work;
3. The Work and the Materials and equipment to be incorporated therein, whether in storage on or off the Site; and
4. Other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not Indicated to be removed, relocated, or replaced on the Contract Documents.
5. Contractor shall give notices pursuant to State Civil Code Section 832 and shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
6. Contractor shall notify owners of adjacent property, underground facilities and utilities, such as PG&E, AT&T, Municipal Railway, BART, Hetch Hetchy Water and Power, and the Anywhere Public Utilities Commission, of Contractor’s operations a reasonable time in advance thereof so as to permit the owners to make suitable markings on the street surface of the locations of such facilities. After such markings have been satisfactorily made, Contractor shall maintain them as long as necessary for the proper conduct of the Work.
7. Contractor shall not hinder or interfere with an owner or agency having underground facilities and utilities when removing, relocating, or otherwise protecting such facilities.
8. Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, such as posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying owners and users of adjacent sites, underground facilities and utilities of Contractor’s operations.
9. Contractor shall perform all Work in such manner as to avoid damage to existing underground facilities and other utilities in the process of their removal or adjustment and to avoid damage to such facilities lying outside of or below a required excavation or trench area which are intended to remain in place.
10. Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable laws and regulations.
11. In the event of damage or loss to property referred to in the previous subparagraphs, whether caused by Contractor, its Subcontractors, or Lower-Tier Subcontractors, Contractor shall promptly remedy such damage or loss, except such damage or loss attributable to the sole negligent acts or omissions of the City. The foregoing obligations of Contractor are in addition to Contractor’s obligations under Paragraph 3.19.
12. Pursuant to State Labor Code Section 6705, excavation for trenches 5 feet or more in depth shall not begin until Contractor has received acceptance from the City of Contractor’s detailed plan for worker protection from the hazards of caving ground during excavation of such trenches. Contractor’s shoring plan shall be submitted in accordance with the requirements of the Specifications and shall show the details and supporting calculations of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. No plan shall allow the use of shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If Contractor’s shoring plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and sealed by an engineer retained by Contractor who is registered as a civil or structural engineer in the State of State. The City’s acceptance of Contractor’s shoring plan shall not be construed to relieve Contractor of its sole responsibility for damage or injuries related to the excavation resulting from unsafe shoring.
13. Contractor shall be responsible for each operation and all Work, both permanent and temporary. Contractor shall protect its Work and materials and fully or partially completed work of the City or separate contractors from damage due to construction operations, the action of the elements, the carelessness of its Subcontractors, vandalism, graffiti, or any other cause whatsoever, until Final Completion of the Work. Should improper Work of any trade be covered by another contractor and damage or defects result, Contractor shall make the whole Work affected good to the satisfaction of the City and without expense to the City.

**12.03 SAFETY PERMITS**

1. A State industrial safety permit shall be obtained and paid for by Contractor if the following occurs:
   1. The construction of a building, structure, false work, or scaffolding more than three stories or the equivalent of 35 feet height; or
   2. The demolition of a building, structure, false work, or scaffolding more than three stories or the equivalent of 35 feet height; or
   3. The excavation of a trench 5 feet deep or deeper into which a person must descend.
2. Contractor shall obtain and pay for all other required safety permits.

**12.04 EMERGENCIES**

In emergencies affecting the safety or protection of persons or property at the Site, Contractor shall act promptly to prevent threatened damage, injury, or loss. Contractor shall give prompt written notice to the City if Contractor believes that, due to the nature of the emergency or circumstances related thereto, any significant changes in the Work or variations in the Contract Documents have been caused thereby or are required as a result thereof. If the City determines that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order or Unilateral Change Order will be issued as provided in Article 6 of these General Conditions.

### ARTICLE 13. CONTRACT AND GOVERNMENT CODE CLAIMS

**13.01 CLAIMS GENERALLY**

1. The City and Contractor acknowledge and agree that early identification and resolution of potential Claims or disputes benefits all parties and advances the success of the Project.
2. The notice requirements and procedures set forth under this Article 13 are necessary for the City to address potential Claims and disputes. Having knowledge of potential Claims prior to Contractor performing disputed Work and having documentation from Contractor concerning a dispute as Work is being performed is critical for the City to make informed decisions which could impact the budget and schedule for the Project.
3. Compliance with the Notice of Potential Claim and Contract Claim submission procedures prescribed in this Article 13 are condition precedents to the right to file a Government Code Claim under State Government Code Section 900, et seq., and Anywhere Administrative Code Chapter 10. As set forth in Paragraph 13.02, Contractor’s submittal of timely and proper Notices of Potential Claims and Contract Claims may, in some circumstances, toll Contractor’s compliance with the Government Code Claim requirements until the Contract Claim process is finally completed. Refer to Paragraph 13.02. The timely submittal of both a properly completed Contract Claim and a Government Code Claim are conditions precedent to commencing litigation against the City for disputes arising out of or related to this Contract and not expressly excluded from the Contract Claim process per subparagraph 13.01D. Disputed issues not timely raised and properly documented in conformance with this Article 13 shall be deemed waived by Contractor and may not be asserted in a Government Code Claim, subsequent litigation, or legal action. Furthermore, by executing this Contract, Contractor waives any and all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of non-compliance with the Contract Claim submission requirements.
4. The Contract Claim procedures specified in this Article 13 do not apply to the following: (i) claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine; (ii) claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from personal injury or death; (iii) claims by the City; or (iv) Claims respecting stop notices.
5. The requirements of this Article 13 shall survive expiration or termination of this Contract.

**13.02 NOTICE OF POTENTIAL CLAIM**

1. If, during the course of the Project, Contractor seeks an adjustment of the terms of the Contract Documents, an adjustment to the Contract Sum and/or Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and Contractor arising out of or related to the Contract Documents or the performance of Work (including without limitation determination of delay, assessment of liquidated damages, PCOs, Unilateral Change Orders, denial of CORs, payment, nonpayment, termination for cause, termination for convenience, or other act by the City impacting or potentially impacting payment, nonpayment, withholding, or the performance of the Work), then Contractor must submit to the City a timely Notice of Potential Claim to preserve its right to seek such additional compensation and/or time.
2. Contractor must submit a Notice of Potential Claim to the City within seven days of the event, activity, occurrence, or other cause giving rise to the potential Claim.
3. A Notice of Potential Claim shall describe the nature and circumstances of the potential Claim event, set forth the reason(s) for which Contractor believes additional compensation and/or time will or may be due, and provide a good faith estimate of the cost and/or time impact to which Contractor believes it may be entitled. Notices of Potential Claims submitted in accordance with Paragraph 3.03 must also identify the escrow bid documents that formed the basis of Contractor’s Bid to perform the Work affected by the alleged Differing Site Condition.
4. The Notice of Potential Claim provides early notice to the City of a disputed issue and provides the City with the opportunity to mitigate associated costs, allowing for early resolution. Failure by Contractor to submit a timely Notice of Potential Claim shall constitute a waiver of any claim arising out of the event, activity, occurrence, or other cause giving rise to the potential Claim.
5. The requirements of subparagraph 13.01A apply regardless of whether or not the disputed issue underlying a potential Claim event has been or will be submitted to an issue resolution/escalation ladder, Dispute Review Board, or similar dispute resolution process that may be required by the Contract Documents.

**13.03 CONTRACT CLAIM**

1. General. The Contract Claim shall be Contractor’s sole and exclusive administrative remedy for additional compensation or time associated with its performance of the Work under the Contract. Failure to submit a timely, certified, and documented Contract Claim in conformance with this Article 13 shall constitute a waiver by Contractor as to any claims relating to its performance of the Work under the Contract and a failure to exhaust its administrative remedies.
2. Deadline to Submit Contract Claim. The time requirement for submitting a Contract Claim will depend on the dispute resolution process(es) that are incorporated into the Contract Documents. If the Contract Documents require the establishment of an issue resolution/ escalation ladder, Dispute Review Board, or similar supplemental dispute resolution process(es) and Contractor timely refers a disputed issue to the applicable process then the time to submit a Contract Claim shall be extended as set forth in the Contract Document that implements the supplemental dispute resolution process(es). Contractor’s timely referral of a disputed issue to any mandatory supplemental dispute resolution process(es) set forth in the Contract Documents is a prerequisite to filing a Contract Claim under this Article 13. By failing to timely refer a disputed issue to the applicable mandatory supplemental dispute resolution process specified in the Contract Documents, Contractor waives future Contract Claims relating to the disputed issue.
3. The following Contract Claim submittal requirements apply (i) if the Contract Documents do not establish a supplemental dispute resolution process or (ii) the Contract Documents establish an optional supplemental dispute resolution process(es) and Contractor elects to not refer the disputed issue to an optional supplemental dispute resolution process. In such cases, Contractor may file a Contract Claim only as to disputed issues presented to and rejected by the City Representative through the Notice of Potential Claim process set forth in Paragraph 13.02. The City Representative will respond, in writing, to Contractor’s Notice of Potential Claim, submitted per Paragraph 13.02, within 30 days of receipt of the Notice. If the City Representative requires additional time to issue a determination, he or she will notify Contractor of the same in writing, within the initial 30-day review period. Contractor shall submit a Contract Claim within 15 days of receipt of the City Representative’s written determination on the Notice of Potential Claim if Contractor disputes the City Representative’s written determination and wishes to preserve its right to pursue the disputed issue. In the event that the City Representative does not issue a written determination on Contractor’s Notice of Potential Claim within the prescribed period, Contractor must submit a Contract Claim either within 15 days of the expiration of the prescribed period, or 45 days of submitting its Notice of Potential Claim, whichever is later, if Contractor wishes to preserve its right to pursue the disputed issue.
4. Contract Claim Certification Requirement:
5. Contractor, under penalty of perjury, shall submit with the Contract Claim certification by Contractor and its Subcontractor(s), as applicable, that:
6. The Claim is made in good faith;
7. Supporting data are accurate and complete to the best of Contractor’s and/or Subcontractor’s knowledge and belief; and
8. The amount requested accurately reflects the Contract adjustment for which Contractor believes the City is liable.
9. An individual or officer who is authorized to act on Contractor’s behalf shall execute the certification. Failure to certify a Claim under penalty of perjury shall render the Contract Claim a nullity and the underlying Claim waived by Contractor.
10. In regard to a claim or portion of a claim by a Subcontractor, Contractor shall fully review the Subcontractor’s claim and shall certify the Subcontractor’s claim or such relevant portion(s) of the Subcontractor’s claim, under penalty of perjury, in the same manner Contractor would certify its own Claim under the foregoing subparagraph 13.03B(1). The City will not consider a direct claim by any Subcontractor. Subcontractors at any tier are not third-party beneficiaries of this Contract.
11. Contractor hereby agrees that failure to furnish certification as required in this Article 13 shall constitute a waiver by Contractor as to the subject Claim.
12. Contractor further acknowledges and agrees that if it submits a false Claim, on behalf of itself or a Subcontractor, Contractor may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.
13. Format of a Contract Claim:
14. Contractor shall document its Contract Claim in the following format:
    1. Cover letter and certification.
    2. Narrative Summary of Claim merit and amount, and clause under which the Claim is made.
    3. List of documents relating to Claim:
15. Specifications
16. Drawings
17. Clarifications/RFIs
18. Correspondence
19. Schedules
20. Other
21. Chronology of events and correspondence.
22. Analysis of Claim merit.
23. Analysis of Claim cost (money and time).
24. Attachments:
25. Specifications
26. Drawings
27. Clarifications/RFIs
28. Correspondence
29. Schedules
30. Other
31. Additional Requirements for Contract Claims Seeking Time Extensions or Contesting the Assessment of Delay:
    1. All Contract Claims seeking time extensions challenging the assessment of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 13, a written analysis of all changes and all delays impacting the as-built Critical Path (the “As-Built Schedule Analysis”). Contractor shall base its As-Built Schedule Analysis on an as-built schedule that incorporate all actual start and finish dates, actual durations of activities, and actual sequences of construction. Contractor shall obtain the as-built schedule from the most recent Baseline Schedule or progress schedule update as of the time of the activity, occurrence or other cause giving rise to the Claim. Contractor shall create the as-built schedule as an early start schedule, and the schedule shall use the original activity durations for all incomplete Work and the actual logic driving all activities. The As-Built Schedule Analysis shall incorporate all delays (including City, Contractor, and third party Unavoidable Delay without exception) in the time frame that they occurred with actual logic ties. As part of its review of Contractor’s As-Built Schedule Analysis, the City will determine the Critical Path and identify any City-caused and/or third party-caused delays (if any) on the Critical Path. The City will not review or consider any Contract Claim seeking time extensions or contesting the assessment of delay (including liquidated damages) that does not include an As-Built Schedule Analysis that meets the requirements of this subparagraph 13.03E.
    2. The City will not review or consider any Contract Claim regarding time extensions based upon an impacted as-planned CPM, collapsed as-built schedule, time impact analysis, or similar method that does not take into account actual events on the Project.
32. Procedure for Review of a Contract Claim:
33. The City shall review only a timely, certified, and properly documented Contract Claim.
34. The City shall respond to a Contract Claim in writing within 45 days of receipt of such Claim. In its response, the City shall either grant or deny the Claim in whole or in part. If the City does not respond to a Claim within the 45-day period, the Claim is deemed denied in its entirety.
35. Within 10 days of the date of the City’s response or expiration of the 45-day period, whichever is earlier, Contractor may request review of the Contract Claim and the City’s response by the Department Head. The request must be in writing, directed to the Department Head, and copied to the City Representative. Failure by Contractor to make a timely request to the Department Head, copied to the City Representative, shall constitute acceptance by Contractor of the City’s original response.
36. Upon a timely and proper request, the Department Head, or his/her designee (other than personnel assigned to the Project), shall review the relevant documents, meet with Contractor and City personnel assigned to the Project, and confirm or revise the City’s response to the Contract Claim. The Department Head, or his/her designee, shall issue such determination within 60 days of the date of the request for review. The determination by the Department Head, or his/her designee, shall constitute the final administrative determination of the City. If the Department Head takes no action on a request for review within the 60-day period, the City’s original response shall constitute the final administrative determination by the City.

**13.04 GOVERNMENT CODE CLAIM**

For the purposes of this Contract, the City and Contractor hereby agree that any action at law against the City arising out of or relating to Contractor’s performance of the Work shall accrue either on the effective date of termination (under Article 14 of these General Conditions) or on the date of Substantial Completion, whichever is earlier. Notwithstanding the foregoing, the timely submittal of a complete and proper Notice of Potential Claim and Contract Claim under the administrative procedure specified in this Article 13 shall operate to toll Contractor’s compliance with the Government Code Claim requirements under State Government Code Section 900, et seq., and Anywhere Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 13.03F(4).

### ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

**14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE**

1. Grounds for Default. Contractor is in Default of the Contract if Contractor:
   1. Refuses or fails to supply enough properly skilled workers, adequate and proper materials, or supervision to prosecute the Work at a rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted updated progress schedule; or
   2. Is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
   3. Refuses or fails in a material way to replace or correct Work not in conformance with the Contract Documents; or
   4. Repeatedly fails to make prompt payment due to Subcontractors or for labor; or
   5. Materially disregards or fails to comply with any law, ordinance, rule, regulation, or order of any public authority having jurisdiction; or
   6. Intimidates or sexually harasses a City employee, agent, or member of the public; or
   7. Is otherwise in material breach of any provision of the Contract Documents.
2. Notice of Default. When any of the above grounds for Default exist, the City may, without prejudice to any other rights or remedies that the City may have, issue a written Notice of Default to Contractor. The City shall provide a copy of any Notice of Default to Contractor’s surety.
   1. The Notice of Default shall identify the ground(s) for Default and provide Contractor with a 14-day cure period to complete necessary corrective Work and/or actions.
   2. In the event that necessary corrective Work and/or actions cannot be completed within the 14-day cure period through no fault of Contractor or its Subcontractors/Suppliers, Contractor shall, within the 14-day cure period, (i) provide the City with a schedule, acceptable to the City, for completing the corrective Work and/or actions; and (ii) commence diligently the corrective Work and/or actions. The City, after accepting Contractor’s proposed schedule, will amend the Notice of Default in writing to set forth the agreed-upon cure period. The City will provide a copy of the amended Notice of Default to Contractor’s surety.
3. Termination for Cause. If Contractor fails to completely cure the Default either (i) within the 14-day cure period set forth in the Notice of Default; or (ii) within the agreed-upon cure period set forth in an amended Notice of Default, the City may, without prejudice to any other rights or remedies that the City may have, immediately terminate employment of Contractor and, subject to the prior rights and duties of the surety under any Bond provided in accordance with the Contract Documents:
   1. Take possession of the Site and use any materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to complete the Project;
   2. Accept assignment of subcontracts and agreements pursuant to Paragraph 4.03; and
   3. Finish the Work by whatever reasonable method the City may deem expedient.
4. When the City terminates the Contract for one of the grounds set forth in subparagraph 14.01A, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including all liquidated damages for delays, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the City. The amount to be paid to Contractor or City, as the case may be, upon application, shall be an obligation for payment that shall survive termination of the Contract.
   1. Upon completion of all Work, Contractor shall be entitled to the return of all its materials which have not been used in the Work, its plant, tools, equipment and other property provided, however, that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear, and tear.
5. If, after termination of Contractor’s right to proceed, it is determined that Contractor was not in Default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Sum, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 14.03.

**14.02 SUSPENSION BY THE CITY FOR CONVENIENCE**

1. The City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine.
2. An adjustment shall be made as specified in subparagraph 7.02A for increases in the cost of performance of the Contract caused by suspension, delay, or interruption. No adjustment shall be made to the extent:
   1. That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible; or
   2. That an equitable adjustment is denied under another provision of this Contract.

**14.03 TERMINATION BY THE CITY FOR CONVENIENCE**

1. Pursuant to Anywhere Administrative Code Section 6.22(l), the City may terminate the performance of Work under this Contract in accordance with this Paragraph 14.03 in whole or, from time to time, in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
2. After receipt of a notice of termination, and except as otherwise directed by the City, Contractor shall comply with all of the following requirements:
3. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
4. Place no further orders or subcontracts for Materials, services, or facilities except as necessary to complete the portion of the Work under the Contract that is not terminated.
5. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination.
6. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subcontracts.
7. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts with the approval or ratification of the City, in writing, to the extent it may require. The City’s approval or ratification shall be final for all the purposes of this Paragraph 14.03.
8. Transfer title to the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City, (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other Material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (ii) the completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City.
9. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the City directs or authorizes, any property of the types previously referred to herein, but Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the City. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the City may direct.
10. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
11. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor and in which the City has or may acquire an interest.
12. After receipt of a notice of termination, Contractor shall submit to the City its termination Claim in the form and with the certification the City prescribes. Such termination Claim shall be submitted promptly, but in no event later than three months from the effective date of termination, unless one or more extensions in writing are granted by the City upon written request of Contractor within such three-month period or an authorized extension period. However, if the City determines that the facts justify such action, it may receive and act upon any such termination Claim at any time after such three-month period or extension period. If Contractor fails to submit its termination Claim within the time allowed, the City may determine, on the basis of information available to the City, the amount, if any, due to Contractor because of the termination. The City shall then pay to Contractor the amount so determined.
13. Subject to the previous provisions of this Paragraph 14.03, Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to Contractor because of the total or partial termination of Work. The amount or amounts may include a reasonable allowance for profit on Work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Sum of Work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount. Nothing following, prescribing the amount to be paid to Contractor in the event of failure of Contractor and the City to agree upon the whole amount to be paid to Contractor because of the termination of Work under this Paragraph 14.03, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to Contractor pursuant to this Paragraph 14.03.
14. If Contractor and the City fail to agree, as subparagraph 14.03D provides, on the whole amount to be paid to Contractor because of the termination of Work under this Paragraph 14.03, the City shall determine, on the basis of information available to the City, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor the amounts determined as follows:
15. For all Work performed before effective date of the notice of termination, the total (without duplication of any items) of the following items:
16. The cost of such Work.
17. The cost of settling and paying Claims arising out of the termination of Work under subcontracts or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or Materials delivered or services furnished by Contractor before the effective date of the notice of termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided.
18. A sum, as profit on the cost of the Work as provided in subparagraph 14.03D, that the City determines to be fair and reasonable. But, if it appears that Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated loss.
19. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to Contractor shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to Contractor the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the City, or to a buyer as previously provided.
20. Contractor shall have the right to dispute in a court of competent jurisdiction within the State of State any determination the City makes under subparagraph 14.03E. But, if Contractor has failed to submit its termination Claim within the time provided and has failed to request extension of such time, it shall have no such right to dispute the City’s determination. In any case where the City has determined the amount owed, the City shall pay to Contractor the following:
21. If there is no right to dispute hereunder or if a right to dispute has not been timely exercised, the amount so determined by the City; or
22. If a proceeding is initiated in a court of competent jurisdiction within the State of State, the amount finally determined in said proceeding.
23. In arriving at the amount due Contractor under this clause there shall be deducted:
24. All unliquidated advance or other payments on account theretofore made to Contractor, applicable to the terminated portion of this Contract;
25. Any Claim which the City may have against Contractor in connection with this Contract; and
26. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold, under the provisions of this Paragraph 14.03, and not otherwise recovered by or credited to the City.
27. If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the specified price or prices. Nothing contained herein shall limit the right of the City and Contractor to agree upon the amount or amounts to be paid to the continued portion of the Contract when the Contract does not contain an established Contract price for the continued portion.
28. Contractor understands and agrees that the foregoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

### ARTICLE 15. MISCELLANEOUS PROVISIONS

**15.01 GOVERNING LAW AND VENUE**

1. The Contract Documents shall be interpreted in accordance with the laws of the State of State and the provisions of the City’s Charter and Administrative Code, including but not limited to Anywhere Administrative Code Chapter 6, which is incorporated by this reference as if set forth herein in full.
2. All litigation relative to the formation, interpretation, and performance of the Contract Documents will be decided by a court of competent jurisdiction within the State of State.

**15.02 RIGHTS AND REMEDIES**

1. All of City’s rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of City under the Contract Documents or otherwise available at law or in equity.
2. No action or failure to act by the City or the City Representative will constitute a waiver of a right afforded them under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by City or the City Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

**15.03 COMPLETE AGREEMENT**

The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified or amended only as specified in Paragraph 1.04.

**15.04 SEVERABILITY OF PROVISIONS**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**END OF DOCUMENT**

## DOCUMENT 00 73 00 Supplementary Conditions

### 1. General

This Document amends, deletes, and/or modifies provisions of Document 00 72 00 (General Conditions) as specified herein. All provisions that are not so modified shall remain in full force and effect.

### 1.01. Supplementary Condition

N/A

**END OF DOCUMENT**

## DOCUMENT 00 73 00.03 Permits and Agreements

### 1.01. Permits and Agreements.

Attached herewith are the following permits and agreements obtained for the Work by the City:

Building Permit shall be provided by the Airport at no cost to the Contractor. Contractor shall pick up permit from Airport's Building Inspection and Code Enforcement (BICE) Department.

**END OF DOCUMENT**

## DOCUMENT 00 73 16 Insurance Requirements

### 1.01. SUMMARY

This Document includes insurance requirements, which supplements Article 10 of Document 00 72 00 (General Conditions).

### 1.02. CONTRACTOR’S LIABILITY INSURANCE

1. Contractor, or each of Contractor’s joint venture (JV) partners, shall maintain at its sole cost and expense, for the period covered by the Contract, the following liability insurance covers with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
   1. Worker’s Compensation in statutory amounts prescribed by the State of State and Employers’ Liability insurance with coverage of at least $1,000,000 for each accident, injury, or illness. The Worker’s Compensation insurance shall include the following endorsements as deemed necessary by the City and County of Anywhere: U.S. Long Shore and Harbor Workers’ Act benefits, and Jones Act benefits, and Federal Employers Liability Act, broad form all states, voluntary compensation, and a waiver of subrogation in favor of the City and County of Anywhere. Contractor, and each JV partner, hereby agrees to waive subrogation which any insurer of Contractor or any JV partner may acquire from Contractor by virtue of the payment of any loss. Contractor and each JV partner agree to obtain any endorsement that may be necessary to effect this waiver of subrogation. Each Workers’ Compensation policy must be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor or any JV partner, their employees, agents and Subcontractors.
   2. Commercial General Liability insurance with limits not less than $1,000,000 combined single limit per occurrence with an annual aggregate of not less than $2,000,000 for bodily injury and property damage, including contractual liability, products and completed operations, motor vehicle liability within the confines of the airport, aviation and completed operations, premises liability, Contractor’s pollution liability, independent contractors, Explosion, Collapse, and Underground (XCU), and Broadform Property Damage.
   3. Commercial Automobile Liability insurance with limits not less than $1,000,000 combined single limit for bodily injury and property damage, including any and all leased, owned, hired or non-owned vehicles used in the pursuit of any of the activities associated with this agreement. Where project activity is restricted to the Airport’s landside (non-airfield) operation, said insurance will have a combined single limit per occurrence limit of liability of $1,000,000, and where such project activity is located within the Airport’s field side, otherwise known as Air Operations Area, the combined single limit per occurrence will be at least $2,000,000. In the event Contractor’s and/or Subcontractor’s commercial liability insurance specifically excludes any drivers from the coverage, said drivers will be prohibited from operating a motor vehicle on Airport property in connection with the performance of this Contract. The commercial automobile liability insurance shall cover liability to the Airport as a third party, for any loss to or destruction of, or damage to, Airport provided vehicles employed by the Contractor, or Subcontractors, in the performance of this Contract.
2. Approval of Contractor’s insurance by the City will not relieve or decrease the liability of Contractor under this Contract. The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase.

### 1.04. REQUIRED ENDORSEMENTS

The following insurance endorsements are required to be included in each Certificate of Insurance for Commercial General Liability, Environmental Pollution Liability and Commercial Auto Liability insurance coverages:

1. The City and County of Anywhere, the Airport Commission, and all of their board members and commission officers, employees, agents, and representatives are hereby named as additional insured hereunder; but only with respect to liability arising out of the activities of the named insured.
2. The policy(s) listed on this endorsement shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability.
3. Written notice of cancellation or of any limits reduction change in said policy shall be mailed to John Doe, Contract Administrator, Anywhere International Airport, Procurement and Contract Section, P.O. Box 8097, Anywhere, State 11111, 30 days in advance of the effective date thereof.
4. Insurance under the policy(s) listed in this endorsement shall be primary insurance and no other insurance or self-insured retention carried or held by the City and County of Anywhere shall be called upon to contribute to a loss covered by the insurance for the named insured.

### 1.05. SUBCONTRACTOR INSURANCE

Contractor shall ensure that all Subcontractors on this Contract are covered by insurance of the types required by this Article, and that the amount of insurance for each Subcontractor is appropriate for that Subcontractor’s Work. Contractor shall not allow any Subcontractor to commence Work on its subcontract until the insurance has been obtained.

### 1.06. FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

1. Unless stated otherwise in this Document, on or before the date Contractor provides the City with the executed Agreement (Document 00 52 00), Contractor shall deliver certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor’s insurance carrier identifying as additional insured the parties indicated under Article “Insurance for Others” above. Complete copies of policies shall be furnished to the City promptly upon request.
2. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or Subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood in excess of 5% of the Contract Sum, including the deductibles, consistent with State Public Contract Code Section 7105. All policies of insurance and certificates shall be satisfactory to the City.
3. Contractor and all its Subcontractors shall comply with the provisions of State Labor Code Section 3700. Prior to commencing the performance of work, the Contractor shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the State Labor Code. Upon request, all subcontracts shall also submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the State Labor Code.
4. Liability insurance, except for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer’s limits of liability.
5. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs are included in such annual general aggregate limit, such general annual aggregate limit shall be twice the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
6. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period of three (3) years beyond the Contract Final Completion date, to the effect that if occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
7. Each insurance policy shall provide that no cancellation or non-renewal shall occur without the carrier giving to the City at least 30 days’ written notice prior thereto. All notices shall be made to:  
     
   John Doe, Contract Administrator  
   Anywhere International Airport  
   P.O. Box 8097  
   Anywhere, State 11111  
   RE: Contract 11111.2.  
   Name of Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of new or renewed policy.
9. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City’s sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in Paragraph 1.06H that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
10. Any failure to maintain any item of the required insurance may, at City’s sole option, be sufficient cause for termination for default of this Contract.

### 1.07. QUALIFICATIONS

Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of State. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" and shall be satisfactory to the City.

**END OF DOCUMENT**

## DOCUMENT 00 73 63 Customs Security Area Requirements

### 1. GENERAL

**1.01 DEFINITION OF CUSTOMS SECURITY AREA**

1. The term “Customs Security Area” has the same meaning as set forth in 19 CRF 122.181. Customs Security Area is the Federal Inspection Services area at the Airport accommodating international air commerce designated for processing passengers, crew, their baggage and effects arriving from, or departing to, foreign countries, as well as the aircraft deplaning and ramp area and other restricted areas designated by the Customs Port Director.
2. Security Zones. Customs Security Areas are divided into two types of zones that require the following seals/holograms:
   1. Security Zone One – Red Customs and Border Protection (CBP) seals/holograms provides access to the following areas:
      1. The Federal Inspection Services area (FIS)
      2. Jetways and vestibules to all arriving international flights
      3. The interior of the international aircraft prior to CBP clearance (this only applies to the carrier agent who is meeting the flight)
      4. Doors that are designated entry points into the FIS
      5. Any other place where there is contact with international passengers or crew that have not cleared CBP
      6. All areas that are authorized for security zone two
   2. Security Zone Two – Black CBP seals/holograms provides access to the following areas:
      1. The aircraft interior after the complete deplaning of all arriving international passengers and crew and after CBP clearance
      2. The immediate area surrounding and under the arriving/departing international aircraft (the footprint of the aircraft)
      3. CBP Bonded areas of warehouses on airport property
      4. Any other place where international cargo or international baggage that has not been cleared by CBP must be handled.   
           
         Note: CBP Security seals/holograms DO NOT TRANSFER from job to job or station to station.
3. The following Contract Documents depict the Customs Security Area at the Airport relevant to this Contract:   
    Drawing E3.02.2 / Electrical Floor Plans - Level 2

**1.02 PROPER IDENTIFICATION REQUIRED (19 CFR 122.182 – 122.188)**

1. **Identification cards required**. All persons, who have unescorted access to the Customs Security Area, must display a valid Airport-issued ID badge with a Customs Seal at all times while conducting official business within the FIS, or produce upon demand an approved identification card, strip, or seal issued by the Customs and Border Protection Agency ("Customs").The approved identification card, strip, or seal shall be in the possession of the person in whose name it is issued whenever the person is in the Customs Security Area and must be used only in furtherance of that person’s employment in accordance with the descriptions of duties submitted by the employer in its Application for Customs Seal pursuant to Article 2.01 of this Document. The identification card, strip or seal remains the property of Customs, and any bearer must immediately surrender it upon demand by any authorized Customs officer.
2. **Replacement identification**. A new identification card, strip or seal may be obtained from the Customs Port Director. Please refer to the Customs rules, regulations, policies and procedures for further information.
3. **Surrender of cards**. Where the employee no longer requires access to the Customs Security Area for an extended period of time at the Airport for any reason, the Contractor shall notify City Representative and the Customs Port Director in writing, at the time of such change in access requirements, and Contractor shall return the identification card, strip, or seal to Customs. The notification shall include information regarding the disposition of the approved identification card, strip, or seal of the employee who no longer requires access. A summary of such information shall be filed by the Contractor quarterly or at such shorter intervals as established by the Customs Port Director.
4. **Change of identification**. The identification card, strip, or seal may be removed from the employee by the Customs Port Director where, for security reasons, a change in the nature of the identification is necessitated.
5. **Report of loss or theft of identification cards**. Within no more than five Working Days of the loss or theft of an identification card, strip, or seal, the employee shall promptly report in writing such loss or theft to the City Representative and the Customs Port Director. The card, strip, or seal may be replaced.
6. **Presentation of identification by other person**. If an approved identification card, strip, or seal is presented by a person other than the one to whom it was issued, the identification card, strip, or seal shall be removed and destroyed. An approved identification card, strip, or seal may be removed from an employee by any Customs officer designated by the Customs Port Director.
7. **Temporary identification**. Contractor may, upon written request to the Customs Port Director, be issued a temporary identification card, strip, or seal for his employee. Please refer to the Customs rules, regulations, policies and procedures for further information.
8. **Denial of application**. An approved identification card, strip, or seal shall not be issued to any person whose employment necessitates access to the Customs Security Area and whose access will, in the judgment of the Customs Port Director, endanger the revenue or the security of the area. Please refer to the Customs rules, regulations, policies and procedures for further information.

### 2. ACCESS

**2.01 APPLICATION FOR CUSTOMS SEAL**

1. **New Applicants/employees that have not been issued Security Identification Display Area (SIDA) badges.** To start the application process, new applicants/employees, requesting approval for access to Customs Security Area must report to the United States Customs Seal Office and submit an application for a security seal prior to receiving a SIDA badge.
2. **Customs Form 3078.** Complete Customs Form 3078 which can be found at: [https://example.com](https://example.com/).
3. **Background Check.** For employees hired on or after November 1, 1985, an authorized official of the employer contractor shall attest in writing through a Letter of Introduction, that a background check has been conducted on the applicant, to the extent allowable by law. The background check shall include, at a minimum, references and employment history, to the extent necessary to verify representations made by the applicant relating to employment in the preceding five years. For employees hired before November 1, 1985, the authorized official of the employer need only attest to the fact that the employee was hired before that date. The authorized official of the employer shall attest that, to the best of his knowledge, the applicant meets the conditions necessary to perform functions associated with employment in the Customs Security Area.
   1. The Customs Port Director may require the applicant to submit fingerprints on Form FD–258 either at the time of, or following, the filing of the application. If required, the Customs Port Director shall inform the applicant of the current Federal Bureau of Investigation user fee for conducting fingerprint checks and the Customs administrative processing fee, the total of which must be tendered with the application.
   2. Proof of citizenship or authorized residency and a photograph may also be required.
   3. Additionally, the application may be investigated by Customs and a report prepared concerning the character of the applicant. Records of background investigations conducted by employers must be retained for a period of one year, following cessation of employment and made available upon request of the Customs Port Director.
4. **Legal Status.** All individual applicants must present one of the following as proof of U.S. Citizenship, Residency or work authorization.
   1. U.S. Passport
   2. Expired U.S. Passport
   3. U.S. Birth Certificate with government photo ID (IE Driver’s License)
   4. Certificate of Birth Abroad
   5. Certificate of Citizenship
   6. Certificate of Naturalization
   7. Green Card (I-551)
   8. Employment Authorization Card
   9. Authorized Work Visa in Valid Passport

**2.02 REVOCATION OF CUSTOMS SEAL**

The Customs Port Director must immediately revoke or suspend or propose such action of an employee’s access to the CBP security area for the following reasons:

1. The employee refuses or neglects to obey any proper order of a CBP Officer or any CBP order, rule, or regulation.
2. There is probable cause to believe that an approved CBP access seal/hologram was obtained through fraud, a material omission, or the misstatement of a material fact.
3. The employee is or has been convicted of, or found not guilty by reason of insanity, or there is probable cause to believe that the employee has committed any act or omission involving an offense listed in 19 CFR 122.183(a)(4).
4. The employee has been arrested for, or charged with an offense listed in 19 CFR 122.183(a)(4) and prosecution or other disposition of the arrest or charge is pending.
5. The employee permits the approved CBP access seal/hologram to be used by any other person or refuses to openly display or produce it upon the demand of a CBP Officer.
6. The employee uses the approved CBP access seal/hologram in connection with a matter not related to his employment or not constituting a duty described in the written justification required by 19 CFR 122.182 (c)(1).
7. For the bond holder, if the bond required by 122.182(c) is determined to be insufficient in amount or lacking sufficient sureties and a satisfactory new bond with good and sufficient sureties is not furnished within a reasonable time.
8. The employee no longer requires access to the CBP security area for an extended period of time at the Airport because of a change in duties, termination of employment, or other reason.
9. The employee or employer fails to provide the notification of a change in circumstances as required under 19 CFR 122.184(b) or (c) or the employee fails to report the loss or theft of a CBP access seal/hologram.
10. Any cause which would justify a suspension or revocation of access is under 19 CFR 122.182 or 19 CFR 122.187.

**2.03 CUSTOMS SECURITY AREA BOND**

1. If Contractor is required to obtain a Customs Security Area Bond the following procedures apply:
   1. Contractor shall contact the CBP Security Seals Office immediately following Bid opening to receive information about the amount, conditions, and requirements of the Customs Security Area Bond for Work in the Customs Security Area. Contractor is advised that the City does not control these bonding requirements and has no control over the length of the approval process. For more information, please call U.S. Customs and Border Protection Security Seals Office at 123 456 7890 or email at [john.doe@example.com](mailto:john.doe@example.com).
   2. Contractor must provide a copy of the fully executed, valid Customs Security Area Bond applicable to the Project within 10 days of receipt.
   3. Contractor must obtain the Customs Security Area Bond prior to applying for the Customs Seal.
   4. Treasury Department Circular 570, which is published annually, is a list of Treasury approved, certified surety companies. The most current list of Treasury authorized companies is available at [https://example.com](https://example.com/). For further information on Circular 570, and for the requirements for corporate sureties, please call U.S. Department of Treasury, Fiscal Services at (202)-123 456 7890 or email at [john.doe@example.com](mailto:john.doe@example.com).
   5. The Airport shall reimburse Contractor for the direct cost of the Custom Security Area Bond. The Airport will not permit or reimburse Contractor for any markup on the direct cost of the Custom Security Area Bond.
2. Any failure on the part of a principal to comply with the conditions of the bond requirement under 19 CFR 122.182(c), including a failure of an employer to comply with any requirement applicable to the employer, will constitute a breach of the bond and may result in a claim for liquidated damages under the bond.

**2.04 ESCORTING PROCEDURES**

1. Meeting and or escorting of non-sealed personnel by sealed personnel is prohibited in all CBP zones unless the following conditions are met:
   1. CBP security personnel on a case by case basis must approve prior authorization.
   2. All escorted personnel must provide their name, date of birth, and other information as requested, for the basis of a security check.
2. FIS Escorting
3. All persons being escorted in the FIS area must check in and check out at the CBP Main Desk located by the G-side International Arrivals door prior to gaining access or exiting the FIS area. Visitors shall wear a CBP visitor badge and remain with their sealed escort at all times (sealed escorts may only escort up to five visitors). Visitor badges are issued by the CBP Security Seals Office. All visitors will be required to leave a form of ID with the Security Officers prior to being granted access to a Customs Security Areas (the ID will be returned when they depart the area).

### 3. CONTRACTORS LIABILITY AND RESPONSIBILITIES

**3.01 CUSTOMS SECURITY AREA BRIEFING**

Within five Working Days of award of this Contract, Contractor is required to contact the Anywhere International Airport U.S. Customs and Border Protection Office of Field Operations to schedule a briefing regarding the Customs Security Area rules and requirements. The Office of Field Operations can be reached by telephone at 123 456 7890.

**3.02 INDEMNITY**

In addition to the indemnification provisions contained in Document 00 72 00 (General Conditions), Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article 1.04 of Document 00 73 16 (Insurance Requirements), and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including, but not limited to, attorney’s fees, directly or indirectly arising out of, connected with, or resulting from, Contractor’s Work in the Customs Security Area.

**3.03 SAMPLE VIOLATIONS**

Customs’ purpose is to protect the U.S. borders, prevent importation of illegal substances and prevent illegal immigration. Any activity that interferes with this mandate may constitute a violation of permitted access, which result in ejection from the Customs Security Area, fine, or detention. Violations may include, but are not limited to, the following:

1. Contractor/Employee Violations
   * Failure to obey any proper order of a CBP Officer.
   * Failure to properly secure tools, equipment, and materials in the Customs Security Area during Work and at all other times.
   * Failure to openly display or produce, upon demand, CBP approved identification card, strip, or seal/hologram.
   * Entry into an unauthorized area (example, employees with zone two access enter into a zone one and/or entry to zone one area by other than designated points).
   * Entry into a CBP security zone for purposes other than to perform duties associated with work or in an off-duty status.
   * Unauthorized use and possession of an approved CBP seal/hologram by another employee or individual.
   * Removing any bags or articles from a CBP zone one area without prior CBP clearance/approval.
   * Allowing any person(s) without proper security clearance to access a Customs Security Area.
2. Contractor Violations
   * Failure to perform employment history background checks and maintain records for one year.
   * Failure to notify CBP that employee(s) no longer requires access to a Customs Security Area
   * Failure to return CBP approved ID card, strip, or seal.
   * Failure to report the loss or theft of an approved CBP seal/hologram.
   * Failure to comply with required audits or supply required security reports.

**END OF DOCUMENT**

## DOCUMENT 00 73 72 Civil Rights - General and Title VI Assurance Provisions and Certification

**1.01.   SUMMARY**

There are two (2) separate civil rights provisions that apply to all City and County of Anywhere (the City) projects in support of Anywhere International Airport (Airport) contracts, regardless of funding source. Further, these provisions flow down and apply to all subcontracts and lower-tier agreements:

1. FAA General Rights Provision; and

2. Title VI provisions.

This Document incorporates:

1.) the General Civil Rights Provisions found in 49 USC § 11111, derived from the Airport and Airway Improvement Act of 1982, Section 520, which applies to all contracts issued by the City in support of the Airport.  All Airport contracts are subject to audits and subcontracts of all tiers may be checked for inclusion of these provisions. See Document 00 72 00 (General Conditions) Section 2.06 for Examination of Records and Audits.

2.) Title VI of the Civil Rights Act of 1964, as amended (Title VI), prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.  The Airport must include appropriate clauses from the Standard Department of Transportation Title VI Assurances in all contracts and solicitations.  The text of each individual clause comes from the U.S. Department of Transportation (DOT) [Order DOT 1050.2](https://example.com/), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.  These assurances require that the Airport insert the appropriate clauses in the form provided by the DOT.  Where the clause refers to the applicable activity, project, or program, it means the subject project of this contract within the Airport’s related capital program.

The **1.02. CIVIL RIGHTS – GENERAL** and **1.03. CIVIL RIGHTS – TITLE VI ASSURANCE** clauses listed below are hereby incorporated in full text.

**1.02.    CIVIL RIGHTS - GENERAL**

**GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

**1.03      CIVIL RIGHTS – TITLE VI ASSURANCE**

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

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

* Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
* 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
* The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
* Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
* The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
* Airport and Airway Improvement Act of 1982 (49 USC § 11111), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
* The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
* Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 11111, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
* The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 11111) (prohibits discrimination on the basis of race, color, national origin, and sex);
* Executive Order 11111, 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 11111, 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. 11111 (2005)];
* Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**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 Airport 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 Airport 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 Airport to enter into any litigation to protect the interests of the Airport.  In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CERTIFICATION:**

Contractor certifies that they have read and understand these provisions and will ensure they are included in subcontracts.

**False Statements**:  Per 49 USC § 11111, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date                                                                 Signature

Company Name                                                Title

**END OF DOCUMENT**

## DOCUMENT 00 73 73 Statutory Requirements

### 1. ARTICLE 1 - GENERAL

.

### 1.01. .

All requirements in this Document are incidental work, unless specified otherwise.

### 1.02. .

Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified in this Document and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified in this Document or fails to promptly take all required remedial actions to the City’s satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.

### 1.03. .

The full text of the City Requirements provided in Articles 2 and 3 below are incorporated by reference in the Contract Documents, and are available at:

[http://example.com](http://example.com/)

### 2. ARTICLE 2 - REQUIREMENTS FOR ALL CITY ADMINISTERED CONTRACTS

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### 2.01. CONFLICT OF INTEREST

By executing Document 00 52 00 (Agreement), Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of the City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the State Government Code (Section 11111 et seq.); or Title 1, Division 4, Chapter 1, Article 4 of the State Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of the Contract.

### 2.02. NONDISCRIMINATION REQUIREMENTS

1. **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of Anywhere Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the Anywhere Labor and Employment Code and shall require all Subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.
2. **Nondiscrimination in the Provision of Employee Benefits.** Anywhere Labor and Employment Code Article 131.2 applies to the Contract. Contractor does not as of the date of the Contract, and will not during the term of the Contract, in any of its operations in Anywhere, on real property owned by Anywhere, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Anywhere Labor and Employment Code Article 131.2.

### 2.03. MINIMUM COMPENSATION ORDINANCE

Labor and Employment Code Article 111 applies to the Contract. Contractor shall pay covered employees no less than the minimum compensation required by Anywhere Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at [http://example.com](http://example.com/). Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this paragraph. By signing and executing the Agreement, Contractor certifies that it complies with Article 111.

### 2.04. HEALTH CARE ACCOUNTABILITY ORDINANCE

Labor and Employment Code Article 121 applies to the Contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the Health Care Accountability Ordinance (HCAO). If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the Anywhere Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at [http://example.com](http://example.com/). Contractor is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this paragraph. If the Airport’s Quality Standards Program applies to the Contract, see Paragraph 3.07 for further requirements related to the Healthy Airport Ordinance.

### 2.05. MACBRIDE PRINCIPLES - NORTHERN IRELAND

The provisions of Anywhere Administrative Code Chapter 12F are incorporated herein by this reference and made part of the Contract. By signing the Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges Anywhere companies to do business with corporations that abide by the MacBride Principles.

### 2.06. PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

In performing the Work, Contractor shall comply with Anywhere Administrative Code Chapter 12G, which prohibits funds appropriated by the City for the Contract from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

### 2.07. LIMITATIONS ON CONTRIBUTIONS

By executing the Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a bid for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any Subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a bid for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

### 2.08. NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

1. **Protection of Private Information.** If the Contract requires the City to disclose “Private Information” to Contractor within the meaning of Anywhere Administrative Code Chapter 12M, Contractor and Subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in the Contract and only as necessary in performing the Work. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.
2. **City Data; Confidential Information.** In the performance of Work, Contractor may have access to, or collect on the City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage the City. If the City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on the City’s behalf, such information must be held by Contractor in confidence and used only in performing the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.
3. City Data includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Contact. City Data includes, without limitation, Confidential Information.
4. Confidential Information.
   1. “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the State Constitution; the State Information Practices Act (Civil Code § 1798 et seq.); the State Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and Anywhere Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.
   2. “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR § 29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of the Contract.
   3. “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information identified as Confidential Information by the Airport.

### 2.09. UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

Under State Public Contract Code Section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:

1. In entering into an agreement or subcontract to supply goods, services, or materials under the Contract, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 11111, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the agreement or subcontract.
2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
3. Contractor shall include the provisions of this paragraph in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

### 2.10. TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

Under Anywhere Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

### 2.11. FOOD SERVICE WASTE REDUCTION REQUIREMENTS

Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in Anywhere Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

### 2.12. SUNSHINE ORDINANCE

Contractor acknowledges that the Contract and all records related to its formation, Contractor’s performance of Work, and the City’s payment are subject to the State Public Records Act (State Government Code § 7920.000 et seq.), and the Anywhere Sunshine Ordinance (Anywhere Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

### 2.13. SUBMITTING FALSE CLAIMS; REMEDIES

The full text of Anywhere Administrative Code Sections 6.80-6.83, including the enforcement and penalty provisions, is incorporated into the Contract. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in those sections.

### 2.14. CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

1. Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the Anywhere Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of the Contract as though fully set forth herein. The text of Article 142 is available on the web at [http://example.com](http://example.com/). Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this paragraph. Capitalized terms used in this paragraph and not defined in the Contract Documents shall have the meanings assigned to such terms in Article 142.
2. The requirements of Article 142 shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of the Contract, shall apply only to applicants and employees who would be or are performing work in furtherance of the Contract, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of Anywhere which excludes Airport property. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

### 2.15. CLEAN CONSTRUCTION

1. “Clean Construction on Major Construction Projects” is required in conformance with Section 6.25 of the Anywhere Administrative Code.
2. The City will assess liquidated damages of $100 per day per each piece of off-road equipment and each off-road engine utilized to complete Work on the Project that violates the Clean Construction requirements of the ordinance.

### 2.16. CONSIDERATION OF SALARY HISTORY

Contractor shall comply with Anywhere Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on the Contract or in furtherance of the Contract, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (i) asking such applicants about their current or past salary or (ii) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at [https://example.com](https://example.com/). Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this paragraph.

### 3. ARTICLE 3 - REQUIREMENTS FOR AIRPORT CONTRACTS

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### 3.01. AIRPORT INTELLECTUAL PROPERTY

Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the AIA logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport in connection with the Contract (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director’s prior written consent.

### 3.02. LABOR PEACE/CARD CHECK RULE

Without limiting the generality of other provisions in the Contract requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport’s Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the “Labor Peace/Card Check Rule”).  To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall have the option to terminate the Contract, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this paragraph are defined in the Labor Peace/Card Check Rule.

### 3.03. ALCOHOL AND DRUG-FREE WORKPLACE

Contractor acknowledges that the City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or Subcontractor who the City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs the City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. The City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

### 3.04. FEDERAL FAIR LABOR STANDARDS ACT

The Contract incorporates by reference the provisions of 29 USC  Section 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if set forth in the Contract. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance with the FLSA and its implementing regulations. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### 3.05. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The Contract incorporates by reference the requirements of 29 CFR Section 1910, Occupational Safety and Health Act of 1970, with the same force and effect as if set forth in the Contract. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### 3.06. QUALITY STANDARDS PROGRAM

The Contract is subject to the Airport’s Quality Standards Program (QSP), which applies to firms which employ personnel involved in performing services which directly impact safety and/or security at the Airport (“QSP Covered Employers”). QSP Covered Employers are required to maintain a minimum level of compensation and benefits offering to employees engaged in services covered under the QSP, among other things. With certain limited exceptions, QSP Covered Employers must pay a wage rate at least equal to the QSP wage rate, which is higher than the wage rate required under the Minimum Compensation Ordinance (see Paragraph 2.03 above) and provide health care benefits compliant with the Healthy Airport Ordinance (HAO), which is part of the Health Care Accountability Ordinance (see Paragraph 2.04 above). Information about the HAO can be found at [https://example.com](https://example.com/). The Airport’s Worker Retention Policy also applies to any contracts subject to the QSP (see Paragraph 3.08 below). The QSP may be found at: [https://example.com](https://example.com/). The Airport’s Social Responsibility Office oversees the QSP. For more information, please send an email to [john.doe@example.com](mailto:john.doe@example.com) or call 123 456 7890.

### 3.06. QUALITY STANDARDS PROGRAM.

**NOT APPLICABLE.**

### 3.07. WORKER RETENTION POLICY.

**NOT APPLICABLE.**

**END OF DOCUMENT**

### 3.07. WORKER RETENTION POLICY

The Contract is subject to the Airport’s Worker Retention Policy, which is incorporated into the Airport Rules and Regulations as Appendix D, and applies to Airport contractors, tenants, and permitted operators, and their respective subcontractors, that employ workers who perform essential services at the Airport on a regular and ongoing basis for the benefit of the travelling public, which services include but are not limited to services for parking garage and curbside management operations, information booths, concessions (food & beverage, retail and passenger services), the AIA Medical Clinic, intra-Airport transportation services, on-airport rental car operations, and services by third party service providers subject to the QSP, but excluding airlines. Contractor shall require all levels of Subcontractors under the Contract to comply with the obligations imposed by the Airport’s Worker Retention Policy. More information may be found at [https://example.com](https://example.com/).

**END OF DOCUMENT**

## DOCUMENT 00 73 77 Local Hiring Requirements (For AIA Construction - >$600,000)

**1.01     SUMMARY**

1. This Document incorporates applicable requirements of the Anywhere Local Hiring Policy for Construction (“Policy”) as set forth in Anywhere Administrative Code Section 6.22(g) and Chapter 82. The provisions of the Policy are hereby incorporated as a material term of this Contract. Contractor agrees that (i) Contractor shall comply with all applicable requirements of the Policy; (ii) the provisions of the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Policy.
2. The Office of Economic and Workforce Development (LOREM) is responsible for administering the Policy. For more information on the Policy and its implementation, please visit the LOREM website at: [www.lorem.org](http://example.com/).
3. Meeting the local hiring requirements of the Policy as set forth in this Document will satisfy Contractor’s obligations under the City’s First Source Hiring Program (Anywhere Administrative Code Chapter 83).

**1.02     DEFINITIONS**

1. “Apprentice” means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of State’s Division of Apprenticeship Standards.
2. “Area Median Income (AMI)” means unadjusted median income levels derived from the Department of Housing and Urban Development (HUD) on an annual basis for the Anywhere area, adjusted solely for household size, but not high housing cost area.
3. “Covered Project” means a public work or improvement or part thereof with estimated cost in excess of the Threshold Amount as set forth in Section 6.1 of the Anywhere Administrative Code.
4. “Non-Covered Project” means any construction projects not covered by the Anywhere Local Hiring Policy.
5. “Disadvantaged Worker” means a local resident, who (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate; or (ii) at the time of commencing work on a covered project has a household income of less than 80% of the AMI, or (iii) faces or has multiple barriers to employment as set forth in Section 82.3 of the Administrative Code.
6. “Local Resident” means an individual who is domiciled, as defined by Section 349(b) of the State Election Code, within the City at least seven days prior to commencing work on a project. For projects outside the jurisdictional boundaries of the City, “local resident” also applies to residents within the Anywhere Public Utilities Commission service territory, except where a reciprocity agreement exists with another local agency, in which case the reciprocity agreement controls.[[1]](#_heading=h.8ggse16l4mj7)
7. “Project Work Hours” means the total work hours worked on a construction contract by all apprentices and journey-level workers, whether those workers are employed by Contractor or any Subcontractor.
8. “Job Notification” means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of three business days’ notice.
9. “Targeted Worker” means any Local Resident or Disadvantaged Worker.

**1.03     LOCAL HIRING REQUIREMENTS**

1. Total Project Work Hours by Trade. For all Covered Projects advertised for bids on or after March 25, 2013, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 11%, with a goal of no less than 5.5% of Project Work Hours within each trade to be performed by Disadvantaged Workers.
2. Apprentices. For all Covered Projects, at least 50% of the Project Work Hours performed by apprentices within each trade shall be performed by Local Residents, with a goal of no less than 25% of Project Work Hours performed by apprentices within each trade to be performed by Disadvantaged Workers.
3. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than State will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractor and Subcontractors shall report to the Airport and LOREM the number of Project Work Hours performed by residents of states other than State.
4. Pre-construction or other Local Hire Meeting. Prior to commencement of construction on Covered Projects, Contractor and its Subcontractors identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a pre-construction meeting or other Local Hire meeting(s) convened by the Airport or LOREM staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction meeting or other Local Hire meeting must have hiring authority.
5. The Policy does not limit Contractor’s or its Subcontractors’ ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of the Policy shall be interpreted so as to require a contractor or subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

**1.04     CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES**

1. LOREM administers the CityBuild Program. CityBuild is a resource for Contractor and Subcontractors to use in meeting local hiring requirements under the Policy. CityBuild has two main goals:
   * 1. Assist with local hiring requirements under the Policy by connecting Contractor and Subcontractors with qualified journey-level, apprentice, and pre-apprentice local residents.
     2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.
2. Where Contractor’s or its Subcontractors’ preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of the Policy, Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:
   * 1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.
     2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under the Policy. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is “disadvantaged” as defined in the Policy.

**1.05     CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS**

Contractor or its Subcontractors may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the local hiring requirements on a project-specific basis. All requests for conditional waivers must be submitted to LOREM for approval.

* + 1. Specialized Trades. LOREM has published a list of trades designated as “Specialized Trades” for which the local hiring requirements of the Policy will not apply. The list is available on the LOREM website.Contractor and its Subcontractors shall report to LOREM the Project Work Hours utilized in each designated Specialized Trade and in each LOREM-approved project-specific Specialized Trade.
    2. Credit for Hiring on Non-Covered Projects. Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county Anywhere Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:
       1. the Targeted Workers are paid the prevailing wages for work on the Non-Covered Projects; and
       2. for Non-Covered Projects located in the City, the number of hours to be credited for the Non-Covered Project exceed one-half of the number of hours that would be required if the project were a Covered Project.
    3. Sponsoring Apprentices. Contractor or its Subcontractors may agree to sponsor an LOREM-specified number of new apprentices in trades in which non-compliance is likely and retaining those apprentices for the period of Contractor’s or a Subcontractors’ work on a project. LOREM will verify with the State Department of Industrial Relations (DIR) that the new apprentices are registered and active apprentices.
    4. Direct Entry Agreements. LOREM is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the DIR’s Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with the Policy by Contractor or Subcontractor hiring and retaining apprentices who are enrolled through such direct entry agreements. Such exception from assessments of penalties is subject to review and approval by LOREM.

**1.06     LOCAL HIRING FORMS**

Utilizing the City’s online Project Reporting System (“PRS”), Contractors shall submit the following forms, as applicable, to the Airport and LOREM **within 15 Working Days of the City’s written notification of award of the Contract:**

* + 1. Form 1: Local Hiring Workforce Projection. The City will not issue Notice to Proceed (NTP) until Contractor completes and submits a Local Hiring Workforce Projection.
    2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than $1,000,000, Contractor shall prepare and submit to the Airport and LOREM for approval a Local Hiring Plan for the Project using LOREM Form 2. The LOREM-approved Local Hiring Plan will be incorporated into this Contract as a Contract Document, and will serve as the basis for determining Contractor’s and its Subcontractors’ compliance with local hiring requirements.
       1. The City will not issue NTP until Contractor submits the Local Hiring Plan. Contractor shall be fully responsible for any delays to NTP and associated damages incurred by the City caused by Contractor’s failure to timely submit a Local Hiring Plan.
       2. The Local Hiring Plan must be reviewed and approved in writing by LOREM before any Application for Payment can be approved and progress payment paid to Contractor.
       3. Upon commencement of Work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
    3. Form 4: Conditional Waivers. To be completed by Contractor in the event that Contractor or its Subcontractors believes the local hiring requirements cannot be met. Refer to Articles 1.04 and 1.05 for more information regarding conditional waivers.

**1.07     ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES**

1. Subcontractor Compliance. Contractor shall ensure that Subcontractors of all tiers comply with applicable requirements of the Policy. Refer to Anywhere Administrative Code Section 82.7(d)
2. Reporting. As required by subparagraph 9.03O of the General Conditions (Document 00 72 00), Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. LOREM and the Airport will monitor compliance with the Policy electronically.
3. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing Work on the Project.
   * 1. Such records shall include the name, address and social security number of each worker who worked on the Covered Project, his or her classification, a general description of the work each worker performed each day, the apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a local resident, and the referral source or method through which Contractor or Subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method).
     2. Contractor and Subcontractors may verify that a worker is a Local Resident by following LOREM’s domicile policy.
     3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the Airport and the LOREM.
4. Monitoring. From time to time and in its sole discretion, LOREM and/or the Airport may monitor and investigate compliance of Contractor and Subcontractors working on the Project with requirements of this Policy. Consistent with the Access to Work provisions of Paragraph 3.13 of the General Conditions (Document 00 72 00), Contractor shall allow representatives of LOREM and the Airport, in the performance of their duties, to engage in random inspections of the Site. Contractor and all Subcontractors shall also allow representatives of LOREM and the Airport to have access to employees of Contractor and Subcontractors and the records required to be maintained under the Policy.
5. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of the Policy and the obligations set forth in the Local Hiring Plan may subject Contractor to the consequences of non-compliance specified in Section 82.8(f) of the Anywhere Administrative Code, including but not limited to the penalties prescribed in Section 82.8(f)(2). The assessment of penalties for non-compliance shall not preclude the City from exercising any other rights or remedies to which it is entitled. Refer to Anywhere Administrative Code Section 82.8(f)(4) for a description of the recourse procedure applicable to penalty assessments under the Policy.



[[1]](#_heading=h.jhrn1minc8jv) For Covered Projects located in whole or in part in San Mateo County, the following reciprocity agreement controls: [http://example.com](http://example.com/)

**END OF DOCUMENT**

## DOCUMENT 00 73 79 Citybuild/First Source Referral Program

**1.01 SUMMARY**

1. This Document incorporates applicable requirements of the City’s First Source Hiring Program as set forth in Anywhere Administrative Code Chapter 83, which generally requires contractors, when hiring, to provide hiring opportunities to economically disadvantaged persons as defined in Chapter 83.
2. The City Build Referral Program promotes employment opportunities for economically disadvantaged individuals of all ethnic backgrounds and genders in the construction work force. The Office of Economic and Workforce Development (LOREM) administers the CityBuild Referral Program by working with education programs to train construction workers and by working with construction contractors to identify hiring opportunities. The goal of the CityBuild Referral Program is to fill every hiring opportunity with a CityBuild Referral who is trained and prepared to enter the construction industry workforce.
3. Contractor agrees to participate in the CityBuild Referral Program.
4. The CityBuild workforce goals, and the program requirements for achieving such goals, are set forth below.
5. As part of its participation, Contractor shall incorporate the provisions of this Document into any subcontract on this Project (regardless of tier), and shall require its Subcontractors to do the same.
6. For any Contract subject to a Project Labor Agreement (PLA), this Document shall remain in effect. In the event of a conflict between this Document and a PLA, the terms and conditions of the PLA shall control.

**1.02 DEFINITIONS**

For the purposes of this Document only, the following definitions shall apply:

1. “Core” or “Existing” workforce. Contractor’s “core” or “existing” workforce shall consist of any worker who appears on Contractor’s active payroll for at least 60 days of the 100 Working Days prior to the award of this Contract.
2. “Economically Disadvantaged Individual”. An individual who is either (i) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq*.), as may be amended from time to time, or (ii) designated as “economically disadvantaged” by the LOREM/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.
3. “Hiring Opportunity”. When Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a Hiring Opportunity is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.
4. “Job Notification”. Written notice of job request from Contractor to CityBuild for any hiring opportunities. Contract shall provide Job Notifications to CityBuild with a minimum of three business days’ notice.
5. “New Hire”. A New Hire is any worker who is not a member of Contractor’s core or existing workforce.
6. “Referral”. A referral is an individual member of the CityBuild Referral Program who has received training appropriate to entering the construction industry workforce.
7. “Workforce Participation Goal”. The Workforce Participation Goal is expressed as a percentage of Contractor’s and its Subcontractors’ new hires for the Project.

**1.03 CITYBUILD WORKFORCE GOAL**

1. The Workforce Participation Goal for this Contract is **50%** of the **New Hires** for the Work in **each trade**.
2. Contractor and Subcontractors may achieve the goal in any of the following ways:
   1. On-site credit: Employment of CityBuild Referrals to perform Work on this Project.
   2. Off-site credit: Employment of a CityBuild Referral on a construction project other than this Project, during the course of or contemporaneously with this Project, so long as for such individual, Contractor complies with the prevailing wage and payroll documentation requirements of Anywhere Administrative Code Section 6.22(E). Contractor or its Subcontractors must have prior written approval from CityBuild to claim “off-site” credit.

**1.04 CITYBUILD REFERRAL PROGRAM REQUIREMENTS**

1. Contractor shall make good faith efforts to achieve the CityBuild Workforce Participation Goal, as follows:
   1. Within 30 days of award of the Contract, provide written notification to CityBuild staff as to the number of Hiring Opportunities Contractor and its Subcontractors have available for new hires, by completing CityBuild Form 1: Workforce Projections.
   2. CityBuild Form 1 must be approved by CityBuild prior to Contractor performing Work on the Project.
   3. Failure to comply with the CityBuild Form 1 provision will result in the City ordering a suspension of Work by Contractor until the breach has been cured; any delay resulting from such suspension shall be considered the fault of Contractor and an avoidable delay.
   4. Instruct all foremen, superintendents, and other on-site supervisory personnel as to the CityBuild Referral Program and the Program requirements.
   5. Attend and notify all Subcontractors as to the mandatory pre-construction meeting as described in Article 1.05 below.
   6. Ensure that all CityBuild Referrals engage in meaningful work that will provide advancement in the person’s specific trade.
   7. Designate a responsible official to monitor all employment-related activity, and to work with CityBuild staff.
   8. Comply with the documentation requirements as set forth in Article 1.06 below.
   9. Contractor must notify CityBuild in the termination of any CityBuild Referral due to non-performance, tardiness, or attendance. Contractor must submit notice to CityBuild and reserve the position for another Referral through the CityBuild system.
2. The final decision to hire a CityBuild Referral shall be made by the hiring Contractor or Subcontractor.
3. If Contractor and/or its Subcontractors are signatories to a collective bargaining agreement with a trade union, Contractor and/or its Subcontractors shall notify the appropriate union(s) of Contractor’s/Subcontractors’ good faith obligations under this Document and shall request assistance from the union(s) in providing Hiring Opportunities for qualified CityBuild Referrals. If a collective bargaining agreement allows for “name call” opportunities, then Contractor or Subcontractors should reserve a requisite number of its “name call” opportunities to meet its good faith efforts obligations for participation in the CityBuild Referral Program. This Document is not intended to interfere or conflict with any collective bargaining agreement or union membership, but rather to promote Hiring Opportunities to the extent such goals may be met consistent with the requirements of such agreements.
4. Contractor or its Subcontractors may decline to hire a Referral if Contractor or its Subcontractors consider the Referral in good faith but deem the Referral not qualified. Once a Referral is hired, Contractor or its Subcontractors may refer-back a Referral to the CityBuild Program within eight Working Days of the date of employment. Contractor or its Subcontractors may decline or refer-back a Referral only upon a written statement as to why the Referral was unsuitable to Contractor. CityBuild will endeavor to replace the Referral as soon as possible.
5. In the employment of CityBuild Referrals who are or who become registered apprentices, Contractor must maintain the proper ratio of apprentices to journeymen for each trade on the job site. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, Contractor must employ such apprentices and trainees during the training period, and Contractor must commit to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Unless otherwise permitted by law, trainees must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or the State Department of Industrial Relations, Division of Apprenticeship Standards. Courses offered by City College of Anywhere and other community college districts or comparable institutions will also be considered.
6. Contractor shall comply with its obligations under this Program and shall make a good faith effort to achieve each goal in each trade in which it has employees performing Work for the Project. The overall good faith performance by other contractors or subcontractors toward the goal does not excuse any covered contractor’s failure to make good faith efforts to achieve the goals.

**1.05 PRE-CONSTRUCTION MEETING**

1. Prior to commencement of Work, Contractor shall attend a pre-construction meeting convened by CityBuild staff. Representatives from Contractor and its Subcontractor(s) must have hiring authority. This meeting is separate from the pre-construction meeting convened by the Airport. Attending the pre-construction meeting convened by the Airport will not satisfy the CityBuild meeting provision.
2. Any Subcontractor at any tier whose contract is subject to CityBuild participation, who does not attend such a meeting, shall not be permitted on the job site, and any resulting delay to the Work under this Contract shall be considered Contractor’s avoidable delay. CityBuild staff shall convene additional pre-construction meetings within 24 hours of Contractor’s request. Contractor shall endeavor to include as many prospective Subcontractors as possible at these meetings in order not to protract unduly the number of meetings.
3. Failure to comply with this pre-construction meeting provision may result in the City ordering a suspension of Work by Contractor until the breach has been cured; any delay resulting from such suspension shall be considered the fault of Contractor and an avoidable delay.

**1.06 DOCUMENTATION AND RECORDS**

1. Upon request by CityBuild Program staff, Contractor shall promptly make available all payroll documentation and records required under Chapter 6 of the Anywhere Administrative Code.
2. Contractor shall permit representatives of CityBuild staff to interview employees during working hours on the Site.
3. Upon request by CityBuild Program staff, Contractor shall provide documentation of its good faith efforts as required under this Document. To facilitate review by CityBuild staff, Contractor shall maintain a CityBuild compliance binder on-Site which shall include copies of Contractor’s and Subcontractors’ Form 1s and 2s, Referrals received, and any other relevant information supporting good faith efforts under this Document.

**1.07 PROGRESS PAYMENTS**

Failure to demonstrate good faith efforts in conformance with the provisions of this Document may result in the withholding of progress payments under this Contract.

**1.08 LIQUIDATED DAMAGES**

1. Contractor and its Subcontractors acknowledge and agree that their commitment to comply with the CityBuild Referral Program is a material element of the City’s consideration for this Contract; that the failure of Contractor or its Subcontractors to comply with the terms and conditions of this Document will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible-to-quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by Contractor or its Subcontractors from the CityBuild Referral Program, as determined by the CityBuild Director during their first investigation of Contractor or any Subcontractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the failure by Contractor or any Subcontractor subject to this Document to comply with its CityBuild Referral contractual obligations.
2. Contractor and its Subcontractors further acknowledge and agree that the continued failure to comply with its CityBuild Referral obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the CityBuild Referral Program, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of Contractor’s or its Subcontractors’ continued failure to comply with the CityBuild Referral Program.

**1.09 TERM**

The obligations of Contractor and its Subcontractors with respect to their construction work forces, as set forth in this Document, shall remain in effect until Substantial Completion of all Work to be performed by Contractor under the terms and conditions of this Contract.

**END OF DOCUMENT**

## DOCUMENT 00 91 13 Addendum



**Anywhere International Airport**

**ADDENDUM No. Addendum\_Number\_1**

**to**

**Contract No. 11111.2.**

**for**

Airport Wide Safety and Security Improvements - Phase 1

The following changes, additions or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all of the requirements thereof as though originally shown and/or specified. All other conditions remain unchanged.

*Note: If needed, addenda will be issued prior to Bid due date.*

*Bidder is to attach this change notice to the Project Manual.*

**END OF DOCUMENT**

# Division 01 General Requirements

## DOCUMENT 01 11 00 Scope of Work

### 1. PART 1. GENERAL

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### 1.01. SUMMARY

This Document describes the Scope of Work, including:

1. Work covered by Contract
2. Bid Items
3. Work under other contracts
4. Future Work
5. Work sequence
6. Cooperation of Contractor and coordination with other work
7. Maintenance
8. Occupancy requirements
9. Reference standards
10. Products ordered in advance
11. Airport-furnished products

### 1.02. WORK COVERED BY CONTRACT DOCUMENTS

1. Work of the Contract comprises all the activities as described in this Document at the Anywhere International Airport and ancillary work in accordance with the terms and conditions of the Contract Documents. The Work is as follows:
   1. Furnish and install control measures to reduce safety and security risks to Airport guests and workers at the International Terminal. Control measures include new enclosures, roll-up security grilles, doors, door hardware, door alarms, security cameras, and security access control card readers.
2. For Work in the Air Operations Area (AOA), Contractor shall comply with approved Work phasing and construction safety procedures and requirements as described in Document 01 33 00 (Submittals). This will include submitting a Safety Plan Compliance Document that is consistent with the Airport-prepared Construction Safety and Phasing Plan.
3. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Completion and acceptance of the Work. Contractor’s responsibility for damages incurred to the Work as a direct result of an earthquake shall not exceed 5% of the Contract Sum provided that the Work damaged is built in accordance with accepted and applicable building standards and all requirements in the Contract Documents.
4. Coordination and scheduling requirements of Document 00 72 00 (General Conditions), Document 01 31 13 (Work Coordination), and Document 01 32 00 (Work Schedules and Reports) shall be strictly complied with.
5. Contractor shall verify the existing conditions and report any inconsistencies from the construction documents within 15 days of the Notice to Proceed.
6. Contractor must provide verification of each Contract quantity, measured as described in Document 01 29 00 (Measurement and Payment) and in the Specifications, prior to each progress billing. Contractor may choose to hire an independent survey firm to monitor and verify the construction Work and quantities installed at its own expense. If an independent survey firm is not used, the Airport shall have the final decision on quantities to be paid.
7. Prior to the processing of each progress payment, Contractor and the City Representative shall together review the Project Record Drawings for accuracy and completeness (refer to Document 01 78 39, Paragraph 1.02A).
8. Contractor shall comply with all requirements in Document 01 78 39 (Project Record Documents) to the City Representative before the final payment is processed.

### 1.03. BID ITEMS

1. The Bid Items are included in the Scope of Work. Any Bid Item may be deleted in total or in part prior to or after award of Contract without compensation for that Bid Item in any form or adjustment of other Bid Items for prices therefore.
2. Descriptions:
   1. A1 – Division 2 - Existing Conditions
      1. Bid Item A1 includes selective interior demolition work as indicated in the drawings and Division 2 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   2. A2 – Division 5 - Metals
      1. Bid Item A2 includes metals work as indicated in the drawings and Division 5 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   3. A3 – Division 6 - Wood
      1. Bid Item A3 includes wood work as indicated in the drawings and Division 6 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   4. A4 – Division 7 - Thermal and Moisture Protection
      1. Bid Item A4 includes thermal and moisture protection work as indicated in the drawings and Division 7 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   5. A5 – Division 8 - Openings
      1. Bid Item A5 includes openings work as indicated in the drawings and Division 8 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   6. A6 – Division 9 - Finishes
      1. Bid Item A6 includes finishes work as indicated in the drawings and Division 9 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   7. E1 – Division 26 - Electrical
      1. Bid Item E1 includes electrical work as indicated in the drawings and Division 26 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   8. E2  –  Division 27 - Communications
      1. Bid Item E2 includes communications work as indicated in the drawings and Division 27 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   9. E3  – Division 28 - Electronic Safety and Security
      1. Bid Item E3 for communications work as indicated in the drawings and Division 28 Specifications. The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   10. G1 –  All Other Items
       1. Except for Bid Item AL1, below, Bid Item G1 is for all work that is defined in the Contract Documents that is not covered by other bid items.  The lump sum price shall include all labor, materials, equipment and services for the completion of the work defined in the Contract Documents.
   11. AL1 –  Allowance
       1. Bid Item AL1 is an allowance for professional neutral facilitator fees per Document 00 31 33 Partnering Requirements.

### 1.04. WORK UNDER OTHER CONTRACTS

NOT APPLICABLE

### 1.05. FUTURE WORK

NOT APPLICABLE

### 1.06. WORK SEQUENCE

Construct Work in stages and at times to accommodate Airport and airline operation requirements during the construction period; coordinate construction schedule and operations with the City Representative. Construct Work in compliance with the approved Phasing Plan.

### 1.07. COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

1. Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time the Work was advertised for Bids, or as set forth in Article 1.04 above, Contractor shall cooperate, schedule, and coordinate with all such other contractors or forces so that any delay or hindrance to their work will be avoided. The cost of such cooperation, scheduling, and coordination will be considered as included in the prices Bid, and no direct or additional payment will be made therefore. Contractor shall cooperate, schedule, and coordinate with such other contractors and forces as required by Document 00 72 00 (General Conditions).
2. The Airport reserves the right to perform other or additional work, within or adjacent to the limits of the Work specified, at any time by the use of other forces. Contractor shall coordinate with the Airport and any Airport forces, or other forces engaged by the Airport, as required by Document 00 72 00 OR 00 72 00.01 (General Conditions). In the event that the performance of such other or additional work materially increases or decreases Contractor’s costs, the Work and the amount to be paid therefore will be appropriately adjusted as determined by the City Representative.
3. Limit use of premises for Work and for construction operations to allow for:
   1. Airport and Federal Aviation Administration operation.
   2. Work by other contractors and tenants.
4. Coordinate use of premises and access to Site with other contractors, airlines, tenants, utilities, and Airport forces, as required by Document 00 72 00 (General Conditions). The City Representative has final authority over coordination, use of premises, and access to Site.
5. Cooperate with the Airport, airlines, tenants, and their contractors who may occupy and begin work on Site or inside building prior to completion of Work of this Contract.
6. Cooperate with contractors for other areas of work not included in Contract, but which may take place during the construction period.

### 1.08. MAINTENANCE

Maintain systems and equipment as required by Document 01 93 00 (Maintenance). Cost of such maintenance prior to Substantial Completion will be considered as included in the Bid, and no direct or additional payment will be made therefore.

### 1.09. OCCUPANCY REQUIREMENTS

1. Whenever, in the opinion of the City Representative, Work or any part thereof is in a condition suitable for use, and the best interest of the Airport requires such use, the Airport may take beneficial occupancy of and connect to, open for public use, or use the Work or such part thereof. In such case, the Airport will request the City Representative and Architect/Engineer to inspect the Work or part thereof, and issue a Certificate of Substantial Completion for that part of Work.
2. Prior to date of Final Acceptance of the Work by the Airport, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 72 00 (General Conditions).
3. Use by the Airport of Work or part thereof as contemplated by this Document shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by the Airport of any of the conditions thereof.
4. The Airport may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be Substantially Completed on milestone dates prior to Substantial Completion of all of the Work. Contractor shall notify the City Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request the City Representative and Architect/Engineer to issue a Certificate of Substantial Completion for that part of the Work.

### 2. PART 2. PRODUCTS

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### 2.01. REFERENCE STANDARDS

For products specified by association or trade standards, comply with requirements of the standards, except where more rigid requirements are specified or are required by applicable codes.

### 2.02. PRODUCTS ORDERED IN ADVANCE

NOT APPLICABLE

### 2.03. AIRPORT FURNISHED PRODUCTS

NOT APPLICABLE

### 3. PART 3. EXECUTION

NOT APPLICABLE

## DOCUMENT 01 21 00 Allowances

### PART 1. GENERAL.

**1.01     Summary**

This Document describes Allowances and procedures for doing Allowance Work.

**1.02     Procedures**

1. Allowances under this Work are contingency Allowances. Allowance Work may or may not be performed. They shall be done only when and as directed in writing by the City Representative.
2. The amount given on the Bid Form under each Allowance Item is the sum of money set aside for each Allowance. These amounts shall be included in the Contract Sum on the Bid Form.
3. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done. This reduction in Contract Sum shall be done under a Change Order.
4. Contractor agrees that the Airport may issue a joint check to Contractor and Utility for utility relocation Allowance Work. When the Airport issues a joint check to Contractor and Utility, Contractor shall provide its endorsement on the joint check upon the request of the Airport.

**1.03     Scope of Allowances**

1. AL1 - Allowance for Professional Neutral Facilitator Fees for Partnering.  This allowance is for professional neutral facilitator fees for partnering per Document 00 31 33 Partnering Requirements.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 29 00 Measurement and Payment

### 1. PART 1. GENERAL

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### 1.01. SUMMARY

This Document describes requirements and procedures for determining amount of Work done and for obtaining payment for Work done.

### 1.02. SCOPE OF WORK

Work under Contract, or under any Bid Item, Allowance, or Alternate, shall include all labor, materials, transport, handling, storage, supervision, administration and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

### 1.03. DETERMINATION OF QUANTITIES

Determination of quantity of Work to be paid for under any Item for which a unit price is fixed shall be made pursuant to subparagraph 9.03D.2 of Document 00 72 00 (General Conditions). Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits. Measurements and computations will be made by methods as the City Representative may consider appropriate for class of Work measured.

### 1.04. SCOPE OF PAYMENT

A. Payment to Contractor shall be made pursuant to Paragraph 9.03 of the General Conditions.

B. No payment shall be made for materials or equipment not yet incorporated into the Work, except for the following listed Items:

NOT APPLICABLE

C. If any Items are listed in Paragraph 1.04B above, payment will be made in accordance with Paragraph 9.03I of the General Conditions.

### 1.05. BASIS OF PAYMENT

A. Unit Pay Quantities

When estimated quantity for specific portions of Work is listed on the Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed in accordance with the Drawings and Specifications.

B. Lump Sum

When estimated quantity for specific portion of Work is not indicated, and unit is designated as lump sum, payment will be on a lump-sum basis for Work satisfactorily completed in accordance with the Drawings and Specifications.

C. Allowances

Allowance items, if any, will be paid for as provided in Document 01 21 00 (Allowances). Funds authorized for Allowance Work will not be released for payment unless additional Work has been authorized in writing by the City Representative.

D. Payment for all Work included in the Contract Documents shall be included in lump sum or unit price or prices bid, and no direct or additional payments will be made for any incidental Work.

E. The Airport does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves the right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Items, or to add work not included in the Bid, when in its judgment such change is in the best interest of the Airport. No change in Work shall be considered a waiver of any other condition of this Contract. No claim shall be made for anticipated profit, loss of profit, damages, or extra payment whatsoever, except as otherwise expressly provided for in the Contract Documents, because of any differences between amounts of Work actually done and estimated amount as set forth herein, or for elimination of Bid Items.

### 1.06. PROGRESS PAYMENTS

1. If requested by Contractor, progress payments will be made pursuant to Paragraph 9.03 of the General Conditions.
2. Schedule of Values
   1. For lump sum Work, Contractor shall submit a schedule of values pursuant to Paragraph 9.02 of the General Conditions.
   2. Contractor’s overhead, profit, insurance, cost of bonds and/or financing, as well as “general conditions costs” (e.g., site cleanup and maintenance, temporary roads and access, off-site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the schedule of values line items equal Contractor’s total Contract Sum less any Allowances designated by the City Representative.
   3. The City Representative will review the breakdown in conjunction with the progress schedule to ensure that the dollar amounts reflected in the schedule of values are, in fact, fair market cost allocations for the Work Items listed. Upon favorable review, this schedule of values will be accepted for use by the City Representative. The Airport and the City Representative shall be the sole judges of fair market cost allocations.
   4. Any attempt to increase the cost of early activities (i.e., “front loading”) will be rejected by the Airport resulting in a complete reallocation of monies until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work or refusal to process progress payments, until such time as the schedule of values is acceptable to the Airport.
3. Payment Requests
   1. On or before the 25th day of each month, Contractor shall submit to the City Representative one original and an electronic copy of a payment request for the cost of the Work put in place during the previous one-month period, defined as the 16th day of the previous month through the 15th day of the current month. Such requests for progress payments shall be based upon schedule of values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments. If Contractor is late in submitting its payment request, that payment request may be processed after all other prime contractors’ payment requests are processed, resulting in processing of Contractor’s payment request being delayed for more than a day-for-day basis.
   2. Payment requests may include, but are not necessarily limited to, the following:
      1. Material, equipment, and labor incorporated into the Work, less any previous payments for the same.
      2. Up to 75% of the cost of major equipment identified in Paragraph 1.04B above, if purchased and delivered to the Site or stored off-site, as may be approved by the City Representative.
      3. Up to 50% of the cost of materials identified in Paragraph 1.04B above, specifically fabricated for the Project that are not yet incorporated into the Work.
   3. Contractor shall, at the time any payment request is submitted, provide an original request, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of Document 01 33 00 (Submittals) and Document 01 32 00 (Work Schedules and Reports), including updates and revisions. The certification shall be executed by a responsible officer of Contractor.
   4. No progress payment will be processed prior to the City Representative receiving all requested, acceptable schedule update information, updated as-built drawings, and required Prevailing Wage documents.
   5. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall also submit a monthly Change Order status log to the City Representative.
   6. If the City Representative requires substantiating data, Contractor shall submit information requested by the City Representative, with cover letter identifying the Project, payment request number and date, and a detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of payment request submitted.
   7. Monthly progress payments shall be made based on total value of activities completed or partially completed, as determined by the Airport with participation of Contractor, and based upon approved activity costs. Accumulated retention will be shown as a separate item in the payment summary. If Contractor fails or refuses to participate in construction progress evaluation with the Airport, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to the Airport.
4. Progress Payments
   1. Upon receiving Contractor’s payment request, the Airport will review Contractor’s payment request and make necessary adjustments to percent of completion of each activity. One copy will be returned to Contractor with description of adjustments made. All parties will update percentage of completion values in the same manner (i.e. express value of an accumulated percentage of completion to date).
   2. The payment request may be reviewed by the City Representative, Architect/Engineer and/or Inspectors, for the purpose of determining that the payment request is a proper payment request, and shall be rejected, revised, or approved by the City Representative pursuant to the cost breakdown prepared in accordance with Paragraph 1.06B above.
   3. If it is determined that the payment request is not a proper payment request suitable or payment, the City Representative shall return it to Contractor as soon as practicable.
   4. As soon as practicable after approval of each request for progress payment, the Airport will pay to Contractor in the manner provided by law and subject to the retention, authorization, and withholding provisions of Paragraphs 9.04 through 9.06 (inclusive) of the General Conditions.
   5. Upon receipt of any progress payment, Contractor shall complete Form 9: CMD Payment Affidavit, and submit the completed form to the Airport within 10 days following payment to Contractor of monies owed for Work completed on the Project. Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, Suppliers, or creditors for labor and materials incorporated into Work.
   6. The Airport reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of the City Representative, is not adequately and properly protected against weather and/or damage, prior to incorporation into the Work or following incorporation into the Work.
   7. Granting of progress payment or payments by the Airport, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory Work or material, though unsatisfactory character of Work or material may not have been apparent or detected at time payment was made.
   8. When the Airport shall charge sum of monies against Contractor under any provision of this Contract, the amount of charge shall be deducted and retained by the Airport from the amount of the next succeeding progress payment or from any other moneys due or that may become due Contractor under this Contract. If, on completion or termination of this Contract, such monies due Contractor are found insufficient to cover the Airport’s charges against him or her, the Airport shall have right to recover the balance from Contractor or sureties.

### 1.07. RETENTION

1. The City shall hold 5% in retention from each progress payment as described in Paragraph 9.04 of the General Conditions.
2. Pursuant to the provisions of State Public Contract Code Section 11111, substitution of securities for any monies withheld under this Contract to ensure performance is permitted as set forth in Paragraph 9.03 of the General Conditions.

### 1.08. FINAL PAYMENT

1. Final payment will be made as identified in Paragraph 9.09 of the General Conditions.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 65 19 (Final Settlement and Release of Claims) discharging the City, its officers, agents and employees of and from liabilities, obligations, and claims arising under this Contract.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 31 13 Work Coordination

### PART 1. GENERAL

1.01    SUMMARY

This Document describes coordination of Work within Project and with work of other projects.

1.02    REQUIREMENTS

A.    Coordinate Work described in the Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed by the Airport or under separate contracts.

B.    Verify that characteristics of elements of interrelated operating equipment are compatible; coordinate Work described in the Specifications having interdependent responsibilities for installing, connecting to, and placing such equipment in service.

C.    Coordinate space requirements and installation of work, which are indicated diagrammatically in the Drawings. Follow routing shown in the Contract Documents as closely as practicable; make runs parallel with lines of buildings and roads. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.

D.    Conceal work in finished areas unless otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.

E.    Work out “tight” conditions involving Work described in the Specifications in advance of installation.  Prepare drawings for review indicating Work in “tight” areas if necessary, prior to installation.

No additional costs will be allowed due to drawings of additional Work required to overcome “tight” conditions.

F.    Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or contractors, then Contractor shall require Subcontractor to:  
1.    Coordinate its Work with the dependent work  
2.    Provide necessary dependent data and requirements  
3.    Supply and/or install items to be built into dependent work of others  
4.    Make provisions for dependent work of others  
5.    Examine dependent drawings, specifications, and submittals  
6.    Examine previously placed dependent work  
7.    Check and verify dependent dimensions of previously placed work  
8.    Notify Contractor of previously-placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work  
9.    Not proceed with its Work until the unsatisfactory dependent conditions have been corrected  
10.    If necessary, Contractor shall require Subcontractor to participate in coordination meetings with other contractors, and any other activities necessary for Contractor to discharge its coordination and cooperation responsibilities established by Document 00 72 00 (General Conditions)

G.    If Contractor is notified that a clarification is forthcoming from the Airport, any Work performed before the receipt of same shall be coordinated with the Airport to minimize the effect of the clarification on Work in progress. Any Work performed after notification, but before receipt of clarification and not so coordinated, shall be at Contractor’s risk.

H.    Prepare coordination drawings as necessary, as determined by the Airport, to satisfactorily coordinate and interface the Work of this Contract with the work of other contracts thereby avoiding conflicts which may otherwise arise.

I.    Coordinate Work with other contractors, utilities, and the Airport, as required by the General Conditions. If the Airport or its authorized representatives determine that Contractor is failing to coordinate its Work with the work of other contractors as required by the General Conditions and this Document, the Airport or its authorized representatives may, upon 72-hour written notice, do any or all of the following:  
1.    Withhold any payment otherwise owed hereunder until Contractor complies with the Airport’s directions  
2.    Direct others to perform portions of Work and charge the cost of Work against the Contract Sum  
3.    Terminate any and all portions of this Contract for Contractor’s failure to perform in accordance with the Contract Documents

### PART 2. PRODUCTS

**NOT APPLICABLE**

### PART 3. EXECUTION

**NOT APPLICABLE**

**END OF DOCUMENT**

## DOCUMENT 01 31 13.50 Mechanical and Electrical Coordination

### PART 1. GENERAL

**1.01     SUMMARY**

1. This Document describes coordination required by Contractor between Work under appropriate Mechanical and Electrical Divisions.
2. Related Documents.
   1. Appropriate Documents of Division 10 - Specialties (as applicable)
   2. Appropriate Documents of Division 11 - Equipment (as applicable)
   3. Appropriate Documents of Division 13 - Special Construction (as applicable)
   4. Appropriate Documents of Division 14 - Conveying Equipment (as applicable)
   5. Appropriate Documents of Division 22 - Plumbing Piping (as applicable)
   6. Appropriate Documents of Division 23 - Heating Ventilating and Air Conditions (as applicable)
   7. Appropriate Documents of Division 26 - Electrical (as applicable)
   8. Appropriate Documents of Division 28 - Electronic Safety and Security (as applicable)

**1.02     REQUIREMENTS**

1. Systems shall be provided as specified in Divisions 10, 11, 13, 14, 22, 23, 26, and 28, and shall be perform as specified in those divisions.
2. Contractor shall coordinate Work of all Subcontractors and Contractor’s own work forces involved in Divisions 10, 11, 13, 14, 22, 23, 26, and 28, and make necessary changes in Work of one division required by changes in Work of another.
3. Specified types and sizes of relays, starters, controllers, circuit breakers, fuses, branch circuit wiring, feeders, panel boards, switchboards, etc. under Division 26 are based, in whole or in part, on specified types and sizes of motors and other loads of materials and equipment under Divisions 10, 11, 13, 14, 22, 23, and 28. Changes of products or execution in any of the Documents of Division 26 necessitated by changes of products or execution in Documents of other divisions, which are requested by Contractor, shall be done at no extra cost to the Airport.

**1.03     DRAWING**

The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories on the Drawings is diagrammatic, and all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts, provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment, obtain maximum headroom and provide adequate clearances as required for operation and maintenance. Clear access is defined as arms reach without requiring the use of special equipment or the dismantling of building systems or equipment.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 31 19 Project Meetings

### PART 1. GENERAL

**1.01 SUMMARY**

This Document describes the required Project meetings for this Work. These meetings include:

1. Pre-construction meeting
2. Scheduling meetings
3. Progress meetings
4. Special meetings
5. Virtual Design and Construction (VDC) engagement meetings

**1.02 PRE-CONSTRUCTION MEETING**

1. The City Representative will call for and administer a pre-construction meeting at time and place to be announced. The meeting will occur as soon after award as can be reasonably scheduled.
2. Contractor, all Subcontractors, and major Suppliers shall attend the pre-construction meeting.
3. The agenda may include, but is not limited to, the following items:
   1. Schedules
   2. Contract Monitoring Division (CMD)
   3. Personnel and vehicle permit procedures
   4. Use of premises
   5. Location of Contractor’s on-site facilities
   6. AOA access
   7. Employee parking
   8. Security
   9. Housekeeping
   10. Submittals
   11. Inspection and testing procedures, on-site and off-site
   12. Utility shutdown procedures
   13. Control and reference point survey procedures
   14. Injury and Illness Prevention Program
   15. Contractor's Initial CPM Schedule
   16. Social Responsibility and Community Sustainability
   17. City Build/First Source Hiring
4. The City Representative will distribute copies of the minutes to attendees. Attendees shall have five Working Days to submit  to the City Representative comments or additions to the minutes. The minutes will constitute final memorialization of the results of the conference.

**1.03 SCHEDULING MEETINGS**

1. The Contractor's authorized representative, designated in writing, that will be responsible for working and coordinating with the City Representative relative to preparation and maintenance of progress schedule shall attend an initial review meeting.
2. Contractor shall, within 60 days from the effective date indicated in the Notice to Proceed, meet with the City Representative to review the Original CPM Schedule submittal.
   1. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by the City Representative, in attendance.
   2. The City Representative’s review will be limited to submittal’s conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include:
      1. Clarifications of Contract requirements
      2. Directions to include activities and information missing from submittal
      3. Requests to Contractor to clarify its schedule
   3. Within five days of the schedule review meeting, Contractor shall respond in writing to all questions and comments expressed by the City Representative at the meeting.
3. The City Representative will schedule meetings and shall distribute minutes of the meetings to attendees. Attendees shall have five Working Days to submit comments or additions to the minutes. Minutes will constitute final memorialization of the results of the meeting.

**1.04 PROGRESS MEETINGS**

1. The City Representative will schedule and administer progress meetings throughout the duration of Work. Progress meetings will be held weekly unless otherwise directed by the City Representative.
   1. Meetings shall be held at Contractor’s on-site office unless otherwise directed by the City Representative.
   2. The City Representative will prepare an agenda and distribute to Contractor, Inspector, and Architect/Engineer four Working Days in advance of the meeting.
   3. The City Representative will preside at meeting.
   4. The City Representative will record and distribute minutes to Contractor, Inspector, Architect/Engineer, all other participants, and those affected by decisions made at the meeting, within three Working Days after the meeting. Attendees shall have five Working Days to submit comments or additions to the minutes. Minutes will constitute final memorialization of the results of the meeting.
2. Progress meetings shall be attended by Contractor’s job superintendent, major Subcontractors and Suppliers, the City Representative, Architect/Engineer, and others as appropriate to agenda topics for each meeting.
3. Agenda will contain the following items as appropriate:
   1. Review of Work progress
   2. Status of construction work schedule, adjustments
   3. Submittals
   4. Delivery schedules
   5. Utility shutdowns, traffic disruptions, runway and taxiway closures, and other interferences with Airport operations, tenants or public, scheduled during the subsequent two weeks
   6. Quality control
   7. Pending changes
   8. Substitutions
   9. Review of Contractor’s safety program activities and results, including report on all serious injuries and/or damage accidents
   10. Other items affecting progress of Work
4. A meeting will be held on approximately the 25th of each month to review the schedule update submittal and progress payment application.
   1. At this meeting, at a minimum, the following items will be reviewed: the percent complete of each activity; time impact evaluations for Change Orders and time extension request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
   2. These meetings are considered a critical component of the overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor’s general superintendent and scheduler.

**1.05 SPECIAL MEETINGS**

1. Any party may call special meetings by notifying all desired participants, the City Representative, and Inspector of the reason for the meeting and providing at least four Working Days advance notice. Special meetings may be held without advance notice in emergency situations.
2. At any time during the progress of the Work, the Airport shall have the authority to require Contractor to attend a meeting of any or all of the contractors engaged in the Work or in other work at the Airport, and notice of such meeting shall be duly observed and complied with by Contractor.
3. Contractor shall schedule and conduct coordination meetings as necessary to discharge the coordination responsibilities in the General Conditions. The City Representative shall be given five days written notice of coordination meetings. Contractors shall maintain minutes of coordination meetings. Attendees shall have five Working Days to submit comments or additions to the minutes. The minutes will constitute final memorialization of the results of the coordination meetings.

**1.06 SAFETY MEETINGS**

1. Contractor shall conduct monthly Contractor Safety Committee meetings.
2. Contractor shall conduct weekly toolbox safety talks.

**1.07 VIRTUAL DESING AND CONSTRUCTION (VDC) ENGAGEMENT MEETINGS**

The Airport's Infrastructure Information Management (IIM) Team will conduct a series of VDC Engagement Meetings. The IIM Team will schedule and administer the initial VDC Download meeting, thereafter, it will schedule meetings throughout duration of Work when and/or if applicable.

1. Meetings shall be held at 674 West Field Road, the Contractor's on-site office, or via teleconference, unless otherwise directed by the City Representative.
2. The IIM Team will prepare an agenda for the City Representative to distribute to Contractor four Working Days in advance of the each meeting.
3. The City Representative will preside at all VDC Engagement Meetings.
4. The City Representative will record and distribute minutes to Contractor, all other participants, and those affected by decisions made, within three (3) Working Days after the meeting. Attendee shall have five (5) Working Days to submit comments or additions to these minutes. The minutes will constitute final memorialization of results of the meeting.
5. VDC Engagement Meetings shall be attended by Contractor's project manager, major Subcontractors and Suppliers, City Representative, and others as appropriate to agenda topics for each meeting.
6. Agenda items can include, but are limited to:
   1. VDC Standards Download
   2. VDC Data Collection Strategy

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 31 30 Job Site Administration

### PART 1. GENERAL

**1.01     SUMMARY**

This Document describes requirements for job site administration, including:

1. Airport Construction Manager
2. Contractor’s project management team
3. Hazardous waste job site abatement administration

**1.02     AIRPORT CONSTRUCTION MANAGER**

1. The Airport Construction Manager, as referenced in the definitions, will be assigned to manage the Contract on behalf of the Airport and City Representative. The Airport Construction Manager, under authority from the Airport, has the responsibility to administer contracts so that their completion may be accomplished in accordance with the contractual requirements. Should the performance of Contractor, quality of Contractor’s Work, or materials furnished by Contractor, fail to meet the standards specified, the Airport Construction Manager may take such action or require such measures to be taken by Contractor as may be required to meet the requirements of this Contract.
2. Functions of the Airport Construction Manager include, but are not limited to, the following:
   1. The Airport Construction Manager functions as the primary Airport representative with Contractor in all matters concerning this Contract, monitoring Contractor’s performance in all respects to ascertain that the Work is performed in accordance with all the requirements of this Contract.
   2. The Airport Construction Manager is the focal point of contact with Contractor regarding clarification of discrepancies and resolution of questions of fact that arise during performance of the Work under this Contract. The Airport Construction Manager also performs this role with regard to all agency and utility construction interfaces with the Work under this Contract.
   3. Contractor is required by this Contract to provide formal notice of any and all potential claims arising during the performance of the Work. The Airport Construction Manager will administer the processing and resolution of any such claims in accordance with the requirements of this Contract.
   4. All contractual correspondence, including submittals, shall be directed and processed through the Airport Construction Manager, unless otherwise specifically directed in this Contract. Any required or requested interface between Contractor and the Airport, Architect/Engineer, or any other representative of the Airport, will be coordinated by the Airport Construction Manager.
   5. Except for emergencies or unless otherwise assigned, the Airport reserves to itself the authority to act on the following items:
      1. Instruct Contractor to start or stop the Work.
      2. Authorize performance by Contractor of extra work or changed work beyond the Airport Construction Manager’s monetary authority.
      3. Authorize payment to Contractor for Work performed.
      4. Authorize Final Completion of the Work.
3. Any disputes between Contractor and the Airport Construction Manager shall be brought to the attention of the City Representative in a timely manner.

**1.03     CONTRACTOR'S PROJECT MANAGEMENT TEAM**

1. Contractor shall staff the Project with a management team qualified and experienced in construction of a public works project of this value, nature, and complexity. This team shall possess the competency, skills, and authority specified in the Contract Documents.
   1. Contractor shall submit to the City Representative, prior to Notice to Proceed, the names, detailed project experience, references, and proposed project position for each team member. Key team members shall have a minimum of 10 years of experience in the proposed position.
   2. If, during the course of the Project, Contractor finds it necessary to replace a member of its project management team, the name, qualifications, and experience of the proposed replacement shall be submitted to the City Representative for approval.
2. Contractor’s project management team shall be composed of members with the necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibility for coordination and scheduling.
3. Contractor’s project management team shall be capable of performing the following duties, including but not necessarily limited to:
   1. Maintain the schedule and resolve construction related issues.
   2. Coordinate permitting and construction activities to ensure timely completion of the Project.
   3. Maintain a CPM schedule as specified in Document 01 32 00 (Work Schedules and Reports).
   4. Coordinate construction activities of Suppliers and Subcontractors with those of Contractor and each other to insure timely deliveries for installation.
   5. Coordinate the construction activities of Subcontractors to ensure available manpower and adequate labor to maintain the Project schedule.
   6. Coordinate necessary inspections with the Airport, approved testing laboratory, and other agencies as required for the progress of the Work.
   7. Participate in Project meetings with the Airport and Architect/Engineer to review the progress of the Work and identify and resolve outstanding construction-related issues.
   8. Coordinate the installation, operation, and maintenance of temporary utilities required during construction.
   9. Prior to submittal of Shop Drawings, product data, Samples, and other submittals, as specified in Document 01 33 00 (Submittals), review for compliance with the Contract Documents and coordination with other work.
      1. Check field dimensions and clearance dimensions.
      2. Check relation to available space.
      3. Check anchor bolt settings.
      4. Review the effect of changes, if any, on the work of other contracts or by others.
      5. Check compatibility of equipment and work of the various trades.
      6. Check motor voltages and control characteristics.
      7. Coordinate controls and interlocks: voltages and wiring of electric switches and relays.
      8. Coordinate wiring and control diagrams.
      9. Certify compliance with Contract Documents or list differences.
   10. Coordinate drawings, as specified in Document 01 31 13 (Work Coordination) and Document 01 31 13.50 (Mechanical and Electrical Coordination):
       1. Prepare, as required to ensure coordination of Work of, or affected by, mechanical and electrical Work, or to resolve conflicts.
       2. Reproduce and distribute reviewed copies to all concerned parties.
   11. Observe required testing and maintain a record of tests. Records shall describe the following:
       1. Testing laboratory and name of inspector.
       2. b.    Subcontractor.
       3. Manufacturer's representative present.
       4. Date and time of testing.
       5. Type of product or equipment.
       6. Type of test and test results.
       7. Retesting required.
   12. Verify that Subcontractors maintain an accurate and up-to-date record of Contract Documents.
   13. Observe the Work for compliance with requirements of the Contract Documents. Maintain list of observed deficiencies and discrepancies.
   14. Equipment Start-up
       1. Check to ensure that utilities and specified connections are complete and that equipment is in operable condition.
       2. Observe testing, adjusting, and balancing.
       3. Record results, including time and date of start-up.
   15. Inspection of Equipment
       1. Prior to inspection, check that equipment is clean, repainted as required, tested, and operational.
       2. Assist inspector; prepare list of items to be completed or corrected.
   16. Assemble Project Record Documents from Subcontractors and ensure that completed Project Record Documents are submitted to the Airport in accordance with Document 01 78 39 (Project Record Documents) and other requirements of the Contract Documents.

**1.04     HAZARDOUS WASTE ABATEMENT JOB SITE ADMINISTRATION REQUIRMENTS**

1. Hazardous materials or hazardous waste Work shall not commence until:
   1. Arrangements have been made by Contractor for disposal of the hazardous materials/waste at an acceptable site.
   2. A treatment system for contaminated water is installed by Contractor or the Airport, or arrangements have been made for containing and disposing of such water in a manner acceptable to the Airport.
   3. Environmental Work Area is marked and decontamination systems are effectively segregated as determined by the Airport’s Environmental Consultant.
   4. Tools, equipment, and hazardous materials/waste receptacles are on hand.
   5. Arrangements have been made for Site security.
   6. All other preparatory steps have been taken and applicable notices posted and permits obtained.
   7. The underground utilities within the limits of construction have been identified, located, marked and shut off.
2. In the event of an emergency response to a hazardous materials/waste spill, or leak, Work shall commence immediately to evaluate and contain the hazardous materials/waste, notice shall immediately be given to the City Representative, and preliminary notifications to responsible agencies shall be made concurrently. Paragraph 12.04 of Document 00 72 00 (General Conditions) shall apply. Contractor shall notify emergency service agencies, including fire, ambulance, police and any other agency, which may service the Site in case of an emergency.
3. Contractor shall maintain a daily log. The log will document the date and time of, but not limited to, the following items:
   1. Meetings (purpose, attendees, brief discussion)
   2. Visitations (authorized and unauthorized)
   3. Personnel (by name, entering and leaving the work area or zones for hazardous materials response)
   4. Special or unusual events (i.e., barrier breaching, equipment failures, and accidents)
   5. Laboratory analytical results and air monitoring tests and test results
4. The log book shall document Contractor’s completion of the following:
   1. Inspection of Work Area prior to start of contaminated material removal and daily thereafter.
   2. Removal of any sheet plastic barriers.
   3. Contractor’s inspections prior to backfilling or any other operation that shall conceal the condition of the contaminated areas from which contaminated materials have been removed.
   4. Removal of waste materials from work area including measurements of items for payment.
   5. Decontamination of equipment (list items).
   6. Notifications to appropriate regulatory agencies.
5. Except as otherwise indicated, special reports of any accidents, spills, or containment breaches shall be submitted to the Airport within one day from any such occurrence.
6. Contractor shall prepare an overall contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures prior to commencing Work. Nothing in this Document should impede safe exiting or provision of adequate medical attention to injured parties in the event of an emergency at the Airport. The contingency plan shall be updated annually by Contractor and shall include telephone numbers and locations of emergency services, including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, and key Contractor personnel shall be included in the contingency plan.

**1.05     ENVIRONMENTAL COMPLIANCE**

Anywhere Bay Conservation and Development Commission (BCDC) Jurisdiction:

1. The BCDC, a state agency established by law under the McAteer-Petris Act, Government Code §11111(b), has jurisdiction (permitting and regulatory authority) over the Anywhere Bay and a 100-foot shoreline band inland from the Bay’s edge. BCDC jurisdiction includes associated submerged lands, tidelands, and tidal marsh. The 100-foot shoreline band at the Airport extends landward from and parallel to the +3.10 NGVD contour, in areas without wetlands or tidal marsh, and, for tidal marsh or wetland areas, 100 feet landward from and parallel to the +5.45 NGVD contour.
2. All required permissions/permits must be obtained from the Bay Conservation and Development Commission (BCDC) prior to initiating activities, including temporary work, in the Bay, within the BCDC’s 100-foot shoreline band, or bayward of the band.
3. Work must be performed in the precise manner and at the precise locations as indicated herein the Drawings and Specifications. Contractor shall not conduct Work or allow access within BCDC jurisdiction as delineated/shown on the Drawings or as directed by the City Representative.
4. If Work is required within BCDC jurisdiction, Contractor is responsible for obtaining a copy of the BCDC permit from the City Representative and briefing its employees on the protective measures and/or restrictions required by the permit.
5. Should any issues arise during the process of construction activities and Contractor has any questions, concerns or needs clarification regarding environmentally sensitive areas or the BCDC’s jurisdiction, Contractor shall coordinate directly with the City Representative prior to initiating Work in or adjacent to the area of concern.
6. Work must be conducted in a manner that minimizes muddying water. If diking is involved, then dikes must be waterproof.  
   Best Management Practices: silt curtains, sheet piling, hay bales, other erosion/sediment control measures shall be implemented when required to prevent sedimentation into Anywhere Bay and the 100-foot shoreline band (including sensitive wetland areas) under the jurisdiction of the BCDC.
7. Contractor shall install and maintain temporary fencing when Work occurs adjacent to BCDC jurisdiction and/or environmentally sensitive areas to restrict access and storage of equipment, as directed by the City Representative. Environmentally sensitive areas include areas under the BCDC’s jurisdiction.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 31 33 Partnering Requirements

### PART 1. GENERAL

**1.01 PARTNERING LEVEL**

This Project shall incorporate the required partnering elements for **Partnering Level # 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Level** | **Estimated Construction Amount** | **Complexity** | **Political Significance** | **Relationships** |
| **5** | $200 million + | Highly technical and complex design & construction | High visibility/ oversight; significant strategic project | New project relationships; high potential for conflict (strained relationship, previous litigation, or high probability of claims) |
| **4** | $50 mil - $200 mil | High complexity – schedule constraints, uncommon materials, etc. | Probable | New contractors or CM, new subs |
| **3** | $20 mil - $50 mil | Increased complexity | Likely, depending on the location and other project characteristics | Established relationships; new CM, subs, or other key stakeholders |
| **2** | $5 mil - $20 mil | Moderate complexity | Unlikely, unless in a place of importance | Established relationships; new subs, new stakeholders |
| **1** | $100,000 - $5 million | Standard complexity | Unlikely, unless in a place of importance | Established relationships; new subs, new stakeholders |

**1.02 SUMMARY**

1. This Document specifies the requirements for establishing a collaborative partnering process. The partnering process will assist the Airport and Contractor to develop a collaborative environment so that communication, coordination, and cooperation are the norm, and to encourage resolution of conflicts at the lowest responsible management level.
2. The partnering process is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the Airport and Contractor.
3. This Document does not supersede or modify any other provisions of this Contract, nor does it reduce or change the respective rights and duties of the Airport and Contractor under this Contract, nor supersede contractual procedures for the resolution of disputes.

**1.03 PURPOSE/GOALS**

The goals of Project partnering are to:

1. Use early and regular communication with involved parties.
2. Establish and maintain a relationship of shared trust, equity, and commitment.
3. Identify, quantify, and support attainment of mutual goals.
4. Develop strategies for using risk management concepts and identify potential Project efficiencies.
5. Implement timely communication and decision-making.
6. Resolve potential problems at the lowest possible level to avoid negative impacts.
7. Hold periodic partnering workshops throughout the life of the Project to maintain the benefits of a partnered relationship.
8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals.

**1.04 DEFINITIONS**

1. Unless specifically defined in this Document, all terms have the same meaning as defined in Document 00 72 00 (General Conditions).
2. Stakeholders: Any person or entity that has a stake in the outcome of a construction project. Examples include the end users, neighbors, vendors, special interest groups, those who must maintain the facility, those providing funding, and those who own one or more of the systems.
3. Project Team: Key members from the Airport and Contractor organizations responsible for the management, implementation, and execution of the Project, and will participate in the partnering process.

### PART 2. PARTNERING PROCESS

**2.01  SELECTION OF A FACILITATOR**

1. An Internal Facilitator or a Professional Neutral Facilitator shall be retained for projects with a Partnering Level of 1 through 3. A Professional Neutral Facilitator shall be retained for projects with a Partnering Level of 4 or 5. The Airport and Contractor shall meet as soon as practicable after award of Contract to work cooperatively and in good faith to select a Facilitator.
2. An Internal Facilitator is a trained employee or representative of the City or Airport who provides partnering facilitation services.
3. A Professional Neutral Facilitator shall have the following qualifications:
   1. The Facilitator shall be trained in the recognized principles of partnering;
   2. The Facilitator shall have at least three years’ experience in partnering facilitation with a demonstrated track record, including public sector construction for a city or other municipal agency;
   3. The Facilitator shall have a skill set that may include construction management, negotiations, labor-management mediation, and/or human relations; and
   4. The Facilitator shall be in the business of providing partnering services for construction projects.
4. Within 30 days of the effective date indicated in the Notice to Proceed (NTP), Contractor and the selected Professional Neutral Facilitator shall execute an agreement that establishes a budget for fees and expenses of the Facilitator, workshop site costs, if any, and describes the Facilitator’s role for the Project consistent with the requirements of this Document. The scope of the Facilitator’s role is for descriptive purposes only and is not a guarantee for payment as the scope of work will be revised as needed throughout the Project. The agreement shall be terminable at will.
5. The Facilitator shall be evaluated by the Project Team: (i) at the end of the Kick-off Partnering Workshop; and (ii) at the Project close-out partnering session.
6. In the event that either Contractor or the Airport is not satisfied by the services provided by the Facilitator, a new mutually acceptable Facilitator shall be chosen in a reasonable amount of time in the same manner pursuant to Paragraph 2.01A, and a new agreement shall be executed by Contractor and the new Professional Neutral Facilitator pursuant to Paragraph 2.01D.

**2.02  PARTNERING ELEMENTS**

1. All partnering levels require the following elements:
   1. **Executive Sponsorship.** Commitment to and support of the partnering process from the senior-most levels of the Airport and Contractor organizations.
   2. **Collaborative Partnering.**A structured and scalable process made up of elements that develop and grow a culture (value system) of trust among the parties of a construction contract. Together, the combination of elements including the Partnering Charter, Executive Sponsorship, partnering workshops, an accountability tool for the Project Team (Scorecards), and the Facilitator create a collaborative atmosphere on each project.
   3. **Facilitator.** Depending on the Project's partnering level, the Airport and Contractor shall retain either an Internal Facilitator or a Professional Neutral Facilitator according to the process listed in Article 2.01 to lead workshops.
   4. **Partnering Charter and/or mission statement.** The Airport and Contractor shall create a Partnering Charter that is the guiding focus for the Project Team. It documents the team's vision and commitment to work openly and cooperatively together toward mutual success during the life of the Project. The Partnering Charter helps to maintain accountability and clarity of agreements made and allows for broader communication of the team's distinct goals and partnering process. At a minimum, the Partnering Charter must include the following elements:
      1. Mutual goals, including core Project goals, and may also include Project-specific goals and mutually supported individual goals. The required core Project goals relate to Project schedule, budget, quality, and safety
      2. Partnering maintenance and close-out plan, including partnering session attendees and frequency of workshops
      3. Dispute resolution plan that includes an Escalation Resolution Ladder
      4. Team commitment statement and signatures
   5. **Partnering Workshops.** At a minimum, the following two workshops are required:
      1. **Kick-off Partnering Workshop.** Within 45 days of NTP, the Airport and Contractor shall meet for the Kick-off Partnering Workshop; determine the workshop site and duration, and other administrative details. At the Kick-off Partnering Workshop, the Airport, Contractor, and Facilitator shall meet to mutually develop a strategy for a successful partnering process and to develop their Partnering Charter.
      2. **Close-out Partnering Workshop.** Prior to final closeout, the Airport and Contractor shall schedule the Close-out Partnering Workshop. At the Close-Out Partnering Workshop, the Airport, Contractor, and Facilitator, shall meet to discuss lessons learned throughout the Project, focus on ensuring continued collaboration and cooperation through the end of the Project, and discuss requirements for the close-out process. At the conclusion of the workshop, a summary of the lessons learned should be prepared to be distributed to the Project Team. The Airport and Contractor shall also evaluate the Facilitator.  The Project Team may participate in additional workshops during the life of the Project as they agree is necessary and appropriate. Each workshop is a formalized meeting focused on developing a collaborative culture among the Project Team. The Project Team will use these workshops to set Project goals, define Project commitments, attend joint training sessions, and perform other tasks.
   6. **Multi-tiered Partnering (Core Team – Executive – Stakeholder).** The Partnering Team will divide into smaller groups and convene multiple workshops including a Core Team Workshop, an Executive Workshop, and a Stakeholder Workshop.
      1. **Core Team Workshop.** The Core Team is made up of Project Team members who are a part of the Project for its duration, including the following (not in order of hierarchy):**Airport:Contractor:**Resident EngineerBuilding SuperintendentProject ManagerProject ExecutiveConstruction ManagerJobsite SupervisorEngineer, ArchitectProject EngineerDivision ManagerSubcontractorsConstruction EngineerKey SuppliersInspectorsSenior Management (e.g. Area Manager, Operations Manager, VP, President, Owner)Client Department representativeCritical third parties: stakeholders, other agencies, utilities, etc., or anyone who could potentially stop or delay the project.
      2. **Executive Workshop.** The senior leaders of the Airport and Contractor may form a Project Board of Directors. The Project Board of Directors is charged with steering the Project to success.
      3. **Stakeholder Workshop.**As the Project progresses, various systems and processes will be the focus. The Stakeholder Workshop is a meeting of the key stakeholder groups, made up of Stakeholders that are involved in the current focus of the systems or processes.
      4. **Special Task Forces.** The Project Team may task a subset of its members to work on a particular issue or opportunity for the good of the overall project.
   7. **Escalation** **Resolution Ladder.** The Airport and Contractor shall mutually develop an Escalation Resolution Ladder, which is a stepped process that formalizes the negotiation between the Parties. The intent of this ladder is to provide a process that elevates issues up the chain of command between the parties. The objective is to resolve issues at the lowest practical level and to not allow individual Project issues to disrupt Project momentum. When an issue is escalated one level, it is expected that a special meeting focusing on the negotiated settlement for that issue will be called with the goal of settling as quickly as possible.Sample Escalation Resolution Ladder:**LevelAirportContractorTime to Elevate**IInspector or Resident EngineerForeman/ Superintendent1 dayIIProject ManagerProject Manager1 weekIIIIProgram ManagerArea Manager1 weekIVDivision ManagerOperations Manager2 weeksVDeputy Department DirectorOwner; President2 weeks
   8. **Project Scorecards.** TheAirport and Contractor shall participate in periodic partnering evaluation surveys to measure progress on mutual goals and short-term key issues as they arise. Project Scorecards are an accountability tool that allows the Airport and Contractor to measure how well they are doing at following through on commitments made to one another. Typically, the Project Scorecards are confidential surveys prepared and submitted to the Project Team by the Facilitator. The Facilitator typically then compiles the responses into a report which is then sent out to the Project Team for review.
2. **Level 1 Projects** require all of the following elements:
   1. Kick-off Workshop
   2. Partnering Workshops:
      1. Executive Board Workshops – As Needed
      2. Stakeholder Workshops – As Needed
      3. Core Team Workshops – As Needed
   3. Close-Out Workshop
   4. No Project Scorecards are required. The Airport and Contractor may agree to participate in partnering evaluation surveys.
3. **Level 2 Projects** require all of the following elements:
   1. Kick-off Workshop
   2. Partnering Workshops:
      1. Core Team Workshops – As Needed
      2. Executive Board Workshops – As Needed
      3. Stakeholder Workshops – As Needed
   3. Close-Out Workshop
   4. Two Project Scorecards are required. The Airport and Contractor may agree to participate in more regular partnering evaluation surveys.
4. **Level 3 Projects** require all of the following elements:
   1. Kick-off Workshop
   2. Partnering Workshops:
      1. Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
      2. Executive Board Workshops – As Needed
      3. Stakeholder Workshops – As Needed
   3. Close-Out Workshop
   4. Quarterly Project Scorecards are required. The Airport and Contractor may agree to participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.
5. **Level 4 Projects** require all of the following elements:
   1. Kick-off Workshop
   2. Partnering Workshops:
      1. Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
      2. Executive Board Workshops – Quarterly
      3. Stakeholder Workshops – Quarterly
   3. Close-Out Workshop
   4. Quarterly Project Scorecards are required. The Airport and Contractor may agree to participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.
6. **Level 5 Projects** require all of the following elements:
   1. Kick-off Workshop
   2. Partnering Workshops:
      1. Core Team Workshops – Monthly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
      2. Executive Board Workshops – Quarterly
      3. Stakeholder Workshops – Quarterly
   3. Close-Out Workshop
   4. Monthly Project Scorecards are required.

**2.03 COSTS**

1. The fees and expenses of the Internal Facilitator, if any, shall be paid by the Airport directly and shall not be costs of this Contract.
2. The Airport will reimburse Contractor for the direct costs of partnering, including actual fees and expenses of a Professional Neutral Facilitator, if any, the workshop site costs, if any, and other pre-approved direct costs related to partnering. Contractor shall not receive any mark-ups on these direct costs.
3. With the exception of the Facilitators’ fees and other direct costs described in Paragraphs 2.03A and 2.03B above, all costs associated with the partnering participation, workshops and sessions, partnering evaluation surveys, or partnering skills trainings are deemed to be included in the Bid Price.

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 32 00 Work Schedules and Reports

### 1.01. SUMMARY

* + 1. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Document.
       1. Development of schedule, cost and resource loading of the schedule, monthly payment requests, and Project status reporting requirements of this Contract shall employ computerized Critical Path Method (CPM) scheduling.
       2. The CPM Schedule shall be cost loaded based on the schedule of values as approved by the Airport.
       3. Contractor shall submit schedules and reports as specified in Article 1.05 of Document 01 33 00 (Submittals).
    2. Upon award of this Contract, Contractor shall immediately commence with development of the Initial and Original CPM Schedules as specified herein.

### 1.02. QUALIFICATIONS

* + 1. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Microsoft Project software, or a software program approved by the City Representative. Experience level required is set forth below. Contractor may employ such personnel directly, or employ a consultant, for this purpose. After Bid opening, the apparent low Bidder shall provide the Airport written verification that Contractor has the required personnel under its employ or that Contractor will employ the required CPM consultant.
       1. The written statement shall identify the individual who will perform CPM scheduling.
       2. Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
       3. Required level of experience shall include at least two projects of similar nature, scope, and value not less than three-fourths the Total Bid Price of this Project.
       4. The written statement shall provide contact persons for referenced projects with current telephone and address information.
    2. The Airport reserves the right to approve Contractor’s scheduler or consultant, and the right to reject them at any time. The Airport also reserves the right to refuse replacement of Contractor’s scheduler or consultant if it believes such replacement will negatively affect this Contract.
    3. Due to the complexity, value, and size of the Project, Contractor shall employ at the field project office, at a minimum, a full-time scheduler or a full-time consultant for the Project duration to ensure compliance with this Document.

### 1.03. GENERAL

* + 1. Work schedules shall be based on and incorporate the Contract milestone and completion dates specified in the Contract Documents.
    2. Overall time of completion and time of completion for each milestone shown on Work schedules shall adhere to times in the Agreement, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by the Airport. A Change Order shall formalize any such agreement.
       1. The Airport is not required to accept an earlier (advanced) schedule (i.e., one that shows early completion dates for the Contract Time).
       2. Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule, but within the Contract Time.
       3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by the Airport, shall be considered to have Project Float. The Project Float is the time between the scheduled completion date of the Work and Substantial Completion date. Project Float is a resource available to both the Airport and Contractor.
    3. Float Ownership

Neither the Airport nor Contractor owns Float. The Project owns the Float. As such, liability for delay of the Substantial Completion date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion date.

* + - 1. For example, if Party A uses some, but not all of the Airport Float, and Party B later uses the remainder of the Float as well as additional time beyond the Float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
      2. Party A would not be responsible for the time since it did not consume all of the Float and additional float remained; therefore, the Substantial Completion date was unaffected by Party A.
    1. Work Periods
       1. Standard Work Period

The standard workweek shall be Monday through Friday and the standard workday shall be from 7 am to 3:30 pm, except as may otherwise authorized by the Contract Manager. Unless otherwise noted "day" shall be defined as a calendar day of 24 hours beginning at midnight.

Conduit pathways in public areas shall be restricted to nighttime hours between 12AM-5AM.

* + - 1. Extended Work Period

Upon authorization by the City Representative, the Work period may be extended to 48 hours per calendar week encompassing six days of eight hours per day.

* + - 1. Emergency Work Period

Emergencies may arise during the progress of the Work, which may require special treatment or may make advisable extra shifts of workers to continue the Work in excess of eight hours per day. Contractor shall be prepared in case of such emergencies to make all necessary repairs and promptly execute such Work when required by the City Representative. Determinations made by the City Representative for handling emergencies shall be final and conclusive.

* + - 1. Holiday Periods

In order to prevent undue traffic congestion, schedule Work to minimize construction activity during holiday periods as described herein.

* + - * 1. Thanksgiving each construction year:

No terminal roadway lanes shall be blocked by construction on the Monday and Tuesday preceding Thanksgiving Day.

Project shall be shut down from end of workday the Tuesday before Thanksgiving through, and including, the Monday following Thanksgiving.

* + - * 1. Christmas through New Years each construction year:

Project shall be shut down from end of workday the Friday before Christmas through, and including, January 2nd.

* + - * 1. All other legal holidays:

When a holiday falls on a Friday, Project shall be shut down from end of workday Wednesday to start of work Tuesday. When holiday falls on a Monday, Project shall be shut down from end of workday Thursday to start of workday Wednesday. The City observes the following other legal holidays:  Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day.

* + - * 1. Some or all of the above holiday period requirements may be waived if a written request is submitted by Contractor to the City Representative at least 10 Working Days prior to the start of the holiday period.
      1. Stand-by Time
         1. In order to accommodate Airport operational conditions or circumstances, Contractor may be required to suspend Work, but have its crew(s) and equipment remain at or near the Site of Work.
         2. When Stand-by Time is ordered by the Airport, Stand-by Time shall be paid on Force Account, except that Contractor is permitted a maximum mark-up for overhead, profit, and other costs of 5% on the direct labor, materials, and equipment costs.
         3. Contractor shall not be paid for Stand-by Time when Work stoppage is caused by Contractor or its workers, Subcontractors or their workers, a breakdown on Contractor-supplied equipment, shortage of materials or fuel, or other similar circumstances within Contractor’s control or the control of Subcontractors or Suppliers.
    1. Monthly CPM Schedule updates shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to schedule rests with Contractor.
    2. Failure of Contractor to include any element of the Work in the Work schedules, or any inaccuracy in progress schedule will not relieve Contractor from the responsibility for accomplishing the Work in accordance with the Contract Documents. The Airport’s acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the Airport, or act to relieve Contractor of its responsibility for means and methods of construction.
    3. Contractor shall transmit Contract files to the Airport on a USB flash drive at times requested by the Airport.
    4. Transmit each item under form approved by the Airport.
       1. Identify Project, Contract number, and name of Contractor.
       2. Provide space for Contractor’s approval stamp and the Airport’s review stamps.
       3. Submittals received from sources other than Contractor will be returned to Contractor without the Airport’s review.

### 1.04. INITIAL CPM SCHEDULE

* + 1. Initial CPM Schedule submitted for review at the pre-construction meeting shall serve as Contractor’s schedule for up to 90 days after the effective date indicated in the Notice to Proceed (NTP).
    2. Contractor shall indicate a detailed plan for the Work to be performed in the first 90 days after the effective date indicated in the NTP, including, but not limited to, details of planned mobilization of plant and equipment, sequence of early operations, and procurement of materials and equipment. Show Work beyond 90 days in summary form.
    3. Initial CPM Schedule shall be time-scaled.
    4. Initial CPM Schedule shall be cost and resource-loaded. Accepted cost and resource-loaded schedule will be used as the basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed 90 days.
    5. The Airport and Contractor shall meet to review and discuss the Initial CPM Schedule within five Working Days after it has been submitted to the Airport.
       1. The Airport’s review and comment on the schedule shall be limited to Contract conformance with sequencing, coordination, and milestone requirements.
       2. Contractor shall make corrections to the schedule necessary to comply with the Contract requirements and shall adjust the schedule to incorporate any missing information requested by the Airport. Contractor shall resubmit Initial CPM Schedule if requested by the Airport.
    6. If, during the first 90 days after the effective date indicated in the NTP, Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, Contractor shall submit to the Airport a written Time Impact Evaluation (TIE) in accordance with Article 1.09 below. The TIE shall be based on the most current update of the Initial CPM Schedule.

### 1.05. ORIGINAL CPM SCHEDULE

* + 1. Contractor shall submit a detailed, proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with the requirements as specified herein.
    2. Original CPM Schedule shall include or comply with the following requirements:
       1. Time-scaled, cost and resource (labor and major equipment)-loaded CPM schedule.
       2. No activity on schedule shall have durations longer than 15 Working Days, with exception of submittal, approval, fabrication, and procurement activities, unless otherwise approved by the Airport.

Activity durations shall be total number of actual Working Days required to perform that activity.

* + - 1. The start and completion dates of all Items of Work, their major components, and milestone completion dates, if any.
      2. Airport -furnished materials and equipment, if any, identified as separate activities.
      3. Activities for maintaining Project record documents.
      4. Dependencies (or relationships) between activities.
      5. Processing/approval of submittals and Shop Drawings for all required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
         1. Include time for submittals, re-submittal, and reviews by the Airport. Coordinate with accepted schedule for submission of Shop Drawings, Samples and other submittals.
         2. Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
      6. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.
         1. Include time for fabrication and delivery of manufactured products for the Work.
         2. Show dependencies between procurement and construction.
      7. Activity description, including what Work is to be accomplished and where.
      8. The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of Contractor shall be shown as a separate activity in the schedule. Sum of costs for all activities shall equal the total Contract value.
      9. Resources required (labor and major equipment) to perform each activity.
      10. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
      11. Identify the activities, which constitute the controlling operations or critical path. No more than 25% of the activities shall be critical or near critical. Near critical is defined as float in the range of one to 10 Working Days.
      12. 20 Working Days for developing punch list(s), completion of punch list items, and final cleanup for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
      13. Interface with the work of other contractors, the Airport, Airport tenants, and agencies such as, but not limited to, utility companies.
      14. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
          1. Also furnish, for each Subcontractor as determined by the Airport, submitted on Subcontractor’s letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor’s related schedules have been incorporated, including activity duration, cost, and resource loading.
          2. Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
          3. In addition to Contractor’s schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by the Airport, productivity calculations common to their trades, such as units per person per day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
          4. Furnish schedule for Contractor/Subcontractor CPM schedule meetings, which shall be held prior to submission of Original CPM schedule to the Airport. The Airport shall be permitted to attend scheduled meetings as an observer.
      15. Activity durations shall be in Working Days.
      16. Submit with the schedule a list of anticipated non-Working Days, such as weekends, holidays, and Black Fridays. The Contract schedule shall exclude in its Working Day calendar all non-Working Days on which Contractor anticipates critical Work will not be performed.
    1. Adjustments to Original CPM Schedule: Contractor shall adjust the Original CPM Schedule to address all review comments from Original CPM Schedule review meeting (See Document 01 31 19 [Project Meetings]) and resubmit network diagrams and reports for the Airport’s review.
       1. The Airport, within 10 days from the date that Contractor submitted the revised schedule, will either:
          1. Accept the schedule and cost and resource-loaded activities as submitted, or
          2. Advise Contractor in writing to review any part or parts of the schedule which either do not meet the Contract requirements or are unsatisfactory for the Airport to monitor the Project’s progress, resources, and status, or evaluate monthly payment requests by Contractor.
       2. The Airport may accept the schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
       3. When the schedule is accepted, it shall be considered as the “Original CPM Schedule” which will then be immediately updated to reflect the current status of the Work.
       4. The Airport reserves the right to require Contractor to adjust, add to, or clarify any portion of the schedule which may later be discovered to be insufficient for monitoring of the Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
    2. Acceptance of Contractor’s schedule by the Airport will be based solely upon the schedule's compliance with the Contract requirements.
       1. By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform the Work in accordance with the schedule.
       2. Upon submittal of the schedule update, the updated schedule shall be considered “current” CPM Schedule.
       3. Submission of Contractor’s schedule to the Airport shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with the requirements of the Contract Documents, including adverse effects such as delays resulting from ill-timed work.
    3. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor’s representation that the schedule meets the requirements of the Contract Documents and that Work shall be executed in sequence indicated on the schedule.
    4. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors’ letterheads to Contractor and transmitted to the Airport for the record.

### 1.06. MONTHLY CPM SCHEDULE UPDATES

* + 1. Following acceptance of Contractor’s Original CPM Schedule, Contractor shall monitor progress of Work and adjust the schedule each month to reflect actual progress and any anticipated changes to planned activities.
       1. Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule.
       2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as-built” information by indicating when activities were actually started and completed.
    2. Within five Working Days after the monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
    3. Within five Working Days of receipt of the above-noted revised submittals, the Airport will either accept or reject the monthly schedule update submittal.
       1. If accepted, percent complete shown in monthly update will be the basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor’s Application for Payment.
       2. If rejected, the update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
    4. Updating, changing, or revising of any report, curve, schedule or narrative submitted to the Airport by Contractor under this Contract, nor the Airport’s review or acceptance of any such report, curve, schedule, or narrative, shall not have the effect of amending or modifying, in any way, the Substantial Completion date or milestone dates, or of modifying or limiting, in any way, Contractor’s obligations under this Contract.

### 1.07. SCHEDULE REVISIONS

* + 1. Updating the schedule to reflect actual progress shall not be considered revisions to the schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
    2. To reflect revisions to the schedule, Contractor shall provide the Airport with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, Contractor shall provide a schedule diagram, which compares the original sequence to the revised sequence of Work. Contractor shall provide the written narrative and schedule diagram for revisions two Working Days in advance of the monthly schedule update meeting.
    3. Schedule revisions shall not be incorporated into any schedule update until the Airport has reviewed the revisions. The Airport may request further information and justification for schedule revisions and Contractor shall, within three Working Days, provide the Airport with a complete written narrative response to the Airport’s request.
    4. If the Airport does still not accept Contractor’s revision, and Contractor disagrees with Airport’s position, Contractor has seven days from receipt of the Airport’s letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. Contractor’s failure to respond in writing within seven days of the Airport’s written rejection of a schedule revision shall be contractually interpreted as acceptance of the Airport’s position, and Contractor waives its rights to subsequently dispute or file a claim regarding the Airport’s position.
    5. At the Airport’s discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

### 1.08. RECOVERY SCHEDULE

* + 1. If the schedule update shows a substantial completion date 21 days beyond the Substantial Completion date, or individual milestone completion dates, Contractor shall submit to the Airport the proposed revisions to recover the lost time within seven days. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of Work.
    2. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by the Airport.
    3. If Contractor’s revisions are not accepted by the Airport, the Airport and Contractor shall follow the procedures in Paragraphs 1.07C through 1.07E, inclusive.
    4. At the Airport’s discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

### 1.09. TIME IMPACTS EVALUATION FOR CHANGE ORDERS, AND OTHER DELAYS

* + 1. When Contractor is directed to proceed with changed work, Contractor shall prepare and submit, within 14 days from the direction to proceed, a TIE, which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. Contractor is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable the Airport to evaluate the impact of changed work to the scheduled critical path.
    2. Contractor shall be required to comply with the requirements of Paragraph 1.09A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
    3. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. Contractor shall provide the Airport with four copies of each TIE.
    4. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount the Airport allows, and Contractor may submit a claim for additional time claimed by Contractor.

### 1.10. TIME EXTENSIONS

* + 1. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Article 7 of Document 00 72 00 (General Conditions).
    2. Where an event for which the Airport is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate the Airport -caused time impact. Contractor shall submit its mitigation plan to the Airport within 14 days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
    3. Failure to request time, provide a TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
    4. No time will be granted under this Contract for cumulative effect of changes.
    5. The Airport will not be obligated to consider any time extension requests unless requirements of the Contract Documents are complied with.
    6. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
    7. If Contractor does not submit a TIE within the required 14 days for any issue, it is mutually agreed that Contractor does not require a time extension for said issue.

### 1.11. SCHEDULE REPORTS

* + 1. Contractor shall submit the following reports:
       1. Two activity-listing reports: one sorted by activity number and one by total float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, float, responsibility code, and the logic relationship of activities.
       2. Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value to date, previous payments, and amount earned for the current update period.
       3. Schedule plots presenting a time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
       4. Cash flow report calculated by early/late start and indicating actual progress. Provide an exhibit depicting this information in graphic form.
       5. Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.
    2. In addition to the above reports, the Airport may request, from month-to-month, any two of the following reports. Contractor shall submit four copies of all reports.
       1. Activities by early start
       2. Activities by late start
       3. Activities grouped by Subcontractors or selected trades
       4. Activities with scheduled early start dates in a given time frame, such as 15 or 30-day outlook
    3. Contractor shall furnish the Airport with electronic copies of the reports on a USB flash drive containing all schedule files for each report generated.

### 1.12. PROJECT STATUS REPORTING

* + 1. In addition to submittal requirements for CPM scheduling identified in this Document, Contractor shall provide a monthly Project status report to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
    2. Contractor shall prepare monthly written narrative reports on the status of the Project for submission to the Airport. Written status reports shall include:
       1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the Project will be brought back on schedule if delays have occurred.
       2. Progress made on critical activities indicated on CPM Schedule.
       3. Explanations for any lack of Work on critical path activities planned to be performed during the last month.
       4. Explanations for any schedule changes, including changes to logic or to activity durations.
       5. List of critical activities scheduled to be performed in the next month.
       6. Status of major material and equipment procurement.
       7. Any delays encountered during the reporting period.
       8. Contractor shall provide a printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on a weekly and monthly basis.
          1. Actual resource shall be accumulated in the field by Contractor and shall be as noted on Contractor's daily reports. These reports will be the basis for information provided in computer-generated monthly and weekly printed reports
          2. Contractor shall explain all variances and mitigation measures.
       9. Contractor may include any other information pertinent to the status of the Project. Contractor shall include additional status information requested by the Airport at no additional cost.
       10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

### 1.13. WEEKLY SCHEDULE REPORT

At the weekly progress meeting, Contractor shall provide and present a time-scaled three-week look ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or schedule update) as defined in subparagraph 1.05D.2.

### 1.14. DAILY CONSTRUCTION REPORTS

Contractor shall submit a daily activity report to the Airport for each Working Day, including weekends and holidays, when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man hours by Contractor, Subcontractor, area, sub area, and Change Order Work. Upon request of the Airport, furnish this database on a USB flash drive. Contractor shall obtain the Airport’s written approval as to the format of the daily construction report database prior to implementation.

The daily activity reports shall include:

* + - 1. Contract number and Project title
      2. Contractor’s name and address
      3. Weather, temperature, and any unusual Site conditions
      4. Brief description and location of the day’s scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
      5. Worker quantities for its own Work force and for Subcontractors of any tier
      6. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

**END OF DOCUMENT**

## DOCUMENT 01 32 23 Field Survey

### PART 1. GENERAL

**1.01 SUMMARY**

1. This Document describes surveying services to be performed by Contractor and procedures to accomplish these services.
2. Where provisions of this Document differ from other sections of the Contract Documents, provisions of this Document shall control.
3. All survey data shall be provided in AIA-B coordinate system using Airport CAD Standards layering system.

**1.02 SURVEY SERVICES BY AIRPORT**

The Airport’s Chief Surveyor will provide Project horizontal and vertical control points (also referenced as Survey Control Points) as indicated on the Drawings.

**1.03 SERVICES TO BE PERFORMED BY CONTRACTOR**

1. Unless otherwise specified, Contractor shall perform and be responsible for the accuracy of surveying necessary to adequately construct the Project in compliance with the Contract Documents. All Work under this Document shall be accomplished by or under the direct supervision of a professional land surveyor licensed in the State of State or a civil engineer authorized to practice land surveying in the State of State.
2. Before starting Work, Contractor shall reference Survey Control Points, establish monuments, and take such precaution/action as is necessary to prevent their destruction; after referencing Survey Control Points, Contractor shall lay out all the required lines, elevations, and measurements. Contractor shall verify figures and dimensions shown on the Drawings and shall accept all responsibility for any error resulting from failure to so verify.
3. Contractor, based on Survey Control Points, shall survey all Work within Project Work limits to verify the accuracy of the design survey and provide electronic file(s) for the results of their survey to the City Representative prior to starting each phase of the Work. Project Work limits extend to wherever Work activity is required to complete the Project. All electronic files shall be provided in AutoCAD .DWG format with a Digital Terrain Model, in addition to a separate Point, Northing, Easting, Elevation, Description (PNEZD) delimited file in .CSV or .TXT format.
4. Contractor shall be responsible for the preservation of Survey Control Points except as noted herein. Where Survey Control Points are to be removed by Contractor to accomplish the Work, Contractor shall notify the City Representative in writing seven days before starting the Work. Where Survey Control Points are damaged or destroyed, Contractor shall notify the City Representative and within seven days provide them a written explanation regarding the cause of the damage and steps taken to prevent damage to Survey Control Points in the future. Contractor shall coordinate with the Airport’s Chief Surveyor to re-establish Survey Control Points.
5. Unless otherwise specified, all new pavement surfaces and finished grades shall be surveyed based on Survey Control Points as shown on the Drawings. Additionally, Portland Cement Concrete (PCC) pavement shall be surveyed at the panel corners, as shown on the Drawings or as required by the Specifications and the electronic file(s) transmitted to the City Representative.
6. Contractor shall provide all reference stakes and form checks necessary for construction and inspection of the Work as required by the Specifications. Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. All construction staking shall be documented in survey field notes, which shall be made available to the City Representative upon request. Except as otherwise specified, stakes shall be set and stationed at a maximum interval of 50' by Contractor as follows:
   1. For items including, but are not limited to, curbs, headers, sewers, storm drains, site structures and fixed works with corresponding cut or fill to finished grade (or flow line) indicated on the grading Drawings.
   2. As specified in Section 50, Control of Work, of Document 00 72 00.01 (General Conditions).
   3. Provide a reference or grade stake for each grade change or angle point on the Plan, Caltrans Survey Manual Chapter 12, and Shop Drawing, in addition to the normal staking interval stipulated herein.
   4. For all utilities, public or private, that require location or relocation.
   5. Survey the elevation and alignment of all PCC forms prior to placement of concrete. When utilizing a slip form paver, Contractor shall provide the City Representative the survey data coordinates used for automatic grade control or control wire at all planned joints.
   6. For all volume measurements, the following minimum surveys shall be completed:
      1. Contractor shall provide AutoCAD .DWG format file with a Digital Terrain Model (DTM) as indicated, in addition to separate PNEZD delimited files in .CSV or .TXT format for the items listed below with each pay request.
      2. X, Y, and Z shots at all edges of the Work, grade breaks, and at locations not exceeding a maximum of 25' x 25' grid of existing ground, after completed pavement removal, milling, grinding, and stripping (i.e. final milled surface).
      3. X, Y, and Z shots at all edges of the work, grade breaks, and at locations not exceeding a maximum of 25' x 25' grid of the excavated subgrade, after the completion of excavation (i.e. final subgrade). X, Y, and Z shots at all edges of the Work, grade breaks, and at locations not exceeding a maximum of 25' x 25' grid of the finished grade, after completion of embankment or material placement (i.e. final aggregate base surface, final pavement surface, etc…).
7. Contractor shall provide copies of their daily survey field notes to be included with Contractor Quality Control daily reports as specified in Document 01 33 00 (Submittals).
8. Contractor shall establish runway and taxiway alignments, and horizontal and vertical controls, such as benchmarks, survey points, and elevation benchmark(s), as needed, for pavement construction. Contractor’s land surveyor shall lay out the survey controls and all Work, set grades, lines, levels and positions throughout, including, but not limited to, the inverts or lines and grades for underground piping and conduits, and measure and monitor the actual lines, grades, elevations, and measurements of constructed Work for the purposes of determining any construction errors or deficiencies, and for the Project Record Drawings.
9. See Specifications Section 02 22 25 (Underground Utility Locating) for requirements relative to potholing and determining location of utilities.
10. Contractor’s land surveyor shall perform and/or supervise all land survey Work required by this Contract including the setting of grade stakes. Contractor’s land surveyor shall be on-site and available during the Project’s working hours, as required to complete all necessary land surveying Work, including setting of stakes, monitoring actual construction for the purpose of determining grades, soil quantities, and keeping as-built drawings. Contractor’s land surveyor shall survey the elevation and alignment of all PCC forms prior to the placement of concrete.
11. At the start of each phase of Work, Contractor shall have surveyed all the existing asphalt concrete and or PCC joint elevations for said phase. There may be some discrepancy between the existing joint elevations and those shown on the Drawings. Any discrepancy between elevations shown on the Drawings and the field elevations noted by Contractor shall be brought to the attention of the City Representative immediately. If necessary, the Airport will modify the grading Drawings.
12. Contractor may also be required to furnish additional survey Work, such as profiles, re-stakes, and Change Orders at the request of the Airport. Contractor shall keep complete survey notes. Copies of these notes and corresponding grade sheets shall be made available to the Inspector and/or the City Representative, daily. Upon completion of the Project, the original survey notes shall become the property of the Airport and shall be delivered to the City Representative along with the as-built drawings. A copy of the horizontal and vertical controls that were established beyond the Survey Control Points shall be provided to the City Representative and the Airport’s Chief Surveyor.

**1.04 EXAMINATION OF EXISTING CONDITIONS**

1. Contractor shall identify existing Survey Control Points and conform limits
2. Contractor shall coordinate Survey Control Points with the Airport’s Chief Surveyor in advance, such that any new survey ties into previously, Airport-established, survey control.
3. Contractor shall verify layout information indicated, in relation to Survey Control Points, before proceeding to lay out Work. Locate and protect existing Survey Control Points. Preserve Survey Control Points during construction, where applicable.
4. Contractor shall establish and maintain a minimum of two permanent benchmarks on the Site, referenced to Survey Control Points, with horizontal and vertical data, on Project Record Documents. Existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning Site Work, Contractor shall investigate and verify existence and location of underground utilities and other construction. Prior to construction, Contractor shall verify location and invert elevation at points of connection. Prior to placing material for each phase of Work, Contractor shall survey all existing pavement longitudinal joint conform elevations for each phase. Any discrepancy between elevations shown on the Drawings and the field elevations noted by Contractor shall be brought to the attention of the City Representative.

**1.05 LINE AND GRADE**

1. All Work shall conform to the lines, elevations, and grades shown on the Drawings or as prescribed in the Specifications. From the Survey Control Points, Contractor shall set supplemental “working stakes”. Working stakes used by Contractor in actually performing the Work are Contractor’s responsibility and are to be set by Contractor’s forces from Airport-furnished Survey Control Points. Methods used to establish working stakes are at Contractor’s option. These methods may include equipment such as lasers capable of maintaining the necessary accuracy as required by the Specifications.
   1. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City Representative. In the absence of such points, Contractor shall be responsible for any error in the grade of the Work.
   2. Grades for underground conduits will be set at the surface of the ground. Contractor shall transfer them to the bottom of the trench.

**1.06 SUBMITTALS**

1. Contractor shall submit a survey, document, or statement signed by Contractor’s land surveyor certifying the location and elevation of improvements.
   1. Except as otherwise indicated, all the survey information shall be provided as a PNEZD delimited file in a .CSV or .TXT format indicating X, Y and Z coordinates, point numbers, and point descriptions and as a computer drawing in AutoCAD .DWG format with a Digital Terrain Model (DTM) or AutoCAD Civil 3D (latest edition) with Triangular Irregular Networks (TIN).
2. Except as otherwise indicated by the City Representative, Contractor shall comply with Submittal requirements for Shop Drawings specified in the Contract Documents.

**1.07 PERFORMANCE**

1. Contractor’s land surveyor shall maintain field notes for control and other survey Work. Contractor’s land surveyor’s log shall be available for reference.
   1. Contractor shall record deviation from required lines and levels and advise the City Representative when deviations that exceed indicated or recognized tolerances are detected. All deviations that are accepted and not corrected, shall be recorded on the Project Record Drawings.
   2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, Contractor’s land surveyor shall prepare a survey and certify the required survey for final dimensions, locations, angles, and elevations of construction and Site Work.
2. Contractor shall locate and lay out grade elevations, fill and topsoil placements, and utility slopes.
3. Contractor’s land surveyor shall locate and lay out offsets and/or project control to establish the location of fixed works, invert elevations, runway and taxiway markings, batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical Work.
4. Contractor’s land surveyor shall furnish survey information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Contractor shall coordinate with City Representative.
5. Unless otherwise specified, stakes will be set and stationed for any structures or construction items indicated in the Contract Documents and a corresponding cut-or-fill to the reference points indicated on a grade sheet.
6. All cut sheets shall include date, Project title, Work area or phase number, elevation grid on grading plan sheet, and the land surveyor’s stamp and signature. Cut sheets shall be provided in AutoCAD format or a format as approved by the City Representative.
7. The Airport may, at its discretion, direct Contractor to perform additional survey work as the Airport deems necessary to verify accuracy of construction Work. Any delays due to the unavailability of the surveyor to perform Work as requested shall be the sole responsibility of Contractor.

**1.08 QUALITY CONTROL**

1. Contractor shall conform to State of State laws for land surveying and perform Work in accordance with all applicable codes, rules and regulations, as well as abiding by all Airport Rules and Regulations.
2. Contractor shall be responsible for quality control of survey Work.
3. The Airport’s Chief Surveyor will perform quality assurance survey to monitor Contractor’s survey Work.

**1.09 AS BUILT SURVEY REQUIREMENTS**

1. Pavement surfaces: Contractor’s survey shall include, but is not be limited to:
   1. X, Y, and Z shots not exceeding a maximum of 25' x 25' grid finished surface grades, including pavement edges, low and high points, and grade breaks.
2. Non-paved surfaces: Contractor’s survey shall include, but is not be limited to:
   1. X, Y, and Z shots not exceeding a maximum of 25' x 25' grid finished grades, limit of work, including low and high points, and grade breaks.
3. Other surveys shall include, but is not be limited to:
   1. Pavement markings and striping, including all begin and end locations, locations of angle points, begin, middle, and end of curves, conforming to data provided on the Drawings;
   2. Taxilane/taxiway/runway lights and signs, as prescribed by Paragraph 1.09 F, conforming to data provided on the Drawings;
   3. Layout of utility structures including opening diameter and X, Y, and Z shots of all corners.
4. Drainage: Survey shall include, but is not limited to:
   1. Layout of below grade structure including pipe sizes and inverts, box culvert sizes, and flow lines (elevations of inflow/outflow structures);
   2. Layout of drainage structures including opening diameter and X, Y, and Z shots of all corners;
   3. Identify the location of the centerline (X, Y, and Z shots) at 50' intervals or as directed by the City Representative;
   4. Depth of line.
5. Utilities
   1. Gas and Petroleum Pipelines
      1. Identify the location of the centerline (X, Y, and Z shots) at 50' intervals or as directed by the City Representative;
      2. Location of vents (if cased);
      3. Location of bends;
      4. Location of meter vaults and valve pits;
      5. Depth of the line.
   2. Water and Sewer Lines
      1. Identify the location of the centerline (X, Y, and Z) shots at fifty 50' feet intervals or as directed by the City Representative;
      2. Location of manholes, valve boxes, meter pits, crosses and tees and bends;
      3. Elevation on top of the waterline, sewer invert elevation, and manhole ring elevations;
      4. Location of fire hydrants and curb stops.
   3. Power Lines (Above Grade)
      1. Location of supporting structures on each side of the centerline (X, Y, and Z shots) with the elevation of the neutral or lowest conductor at the centerline crossing point;
      2. Location of each pole and pole lines, including their alignment on either side of the corridor;
      3. In cases of buried power, location of cables, pull boxes, tranaiarmer pads and notation of whether direct burial or conduit.
   4. Communication Lines
      1. Location of pedestal loop boxes;
      2. Location of manhole and sizes;
      3. Location of each pole and pole lines, including elevation, centerline crossing station and distance from centerline.
6. Below grade (underground): Survey shall include but not be limited to:
   1. Layout of below grade structure including pipe sizes and inverts, box culvert sizes and flow lines, and all pertinent information to determine the position of the structure (elevations of inflow/outflow structures).
7. Federal Aviation Administration (FAA) NAVAIDS: Survey shall include, but is not be limited to:
   1. Contractor shall provide a layout of NAVAIDS for runways conforming to data provided on the Drawings.
   2. Contractor shall coordinate with the City Representative for FAA Airports Geographic Information System (AGIS) data survey requirements to be conducted in compliance with FAA Advisory Circulars 150/5300-17C, Standards for Using Remote Sensing Technologies in Airport Surveys Remote, and 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.
   3. The Contractor shall survey all FAA NAVAID electrical infrastructure that is new, replaced, reinstalled, moved, or adjusted within the Project Work. Infrastructure (such as Housings/Pullboxes/Handholes/Manholes) shown as existing where only a connection is made, do not have to be re-surveyed. Horizontal tolerance accuracy of survey point(s) shall be ± one inch (1"). Staking or pre-construction Site layout shall not be an acceptable as-built survey. As-built survey shall be post-construction/final installed location of the following:
      1. Runway Status Lights – Survey Center Point.
      2. Antennas – Survey four (4) corner points of foundation, top of foundation elevation and antenna height.
      3. Lighting Systems – Survey each center point of light standard and fixture elevation.
      4. PAPI’s – Survey four (4) corner points of foundation, top of foundation and fixture elevation.
      5. Items noted in the Drawings and Specifications to meet the FAA AGIS standards.
8. Airport Airfield Electrical Infrastructure: Contractor shall survey all electrical infrastructure that is new, replaced, reinstalled, moved, adjusted etc. within the Project Work. Infrastructure (such as housings/pullboxes/handholes/manholes) shown as existing where only a connection is made, do not have to be re-surveyed. Horizontal tolerance accuracy of survey point(s) shall be ± one inch (1"). Staking or pre-construction Site layout shall not be an acceptable as-built survey. As-built survey shall be post-construction/final installed location of the following:
   1. All Runway Lights – survey center point;
   2. All Taxiway Lights – survey center point;
   3. All Obstruction Lights – survey center point;
   4. All Taxiway Lights – survey center point;
   5. All Airfield Signage – Contractor shall survey the midpoint of the side closest to the runway or taxiway and two end corners of the sign foundation diagonal from each other.
   6. All Utilities: Conduit, ENT kerf and duct bank – Contractor shall survey three points (two ends and one center), if the conduit, ENT kerf and duct bank have bends greater than 15 degrees, survey each segment run individually (survey three points [two ends and one center]);
   7. All tranaiarmer housing, junction housing, and manholes – survey center point.
   8. Sectional pullboxes and handholes – survey four corners or as needed to locate horizontal position and alignment.
9. As-built survey shall be signed and sealed by a land surveyor.
10. Submit as-built information on a USB flash drive to the City Representative. Contractor shall use the Contract legends for objects used in AutoCAD with proper ID legends identifying the information.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

1. Contractor shall use the latest field codes/description keys for pavements and surface features as established by the Airport’s Chief Surveyor.
2. Contractor shall use the FAA item number (e.g. 401 for P-401, 209 for P-209, etc.) exclusively as a prefix for all survey point numbers surveyed for the as-built drawings. In cases where survey data is not part of an FAA item, survey point numbers will be at Contractor’s discretion.
3. Contractor shall use the latest available AIA CAD standard to identify layers, symbols, and other drafting styles.

### PART 4. MEASUREMENT AND PAYMENT

Field Survey shall be measured for payment as a percentage of the lump sum price to perform all field survey, line and grade survey, as-built survey, and provide all notes, models and survey data. This price shall be full compensation for all materials, labor, equipment, tools and incidentals necessary to complete this Work in accordance with the provisions and intent of the Drawings and Specifications.

**END OF DOCUMENT**

## DOCUMENT 01 33 00 Submittals

**1.01 SUMMARY**

This Document describes the general requirements for submittals for the Work.

1. Schedule of Shop Drawing and Sample Submittals
2. Procedures
3. Site-Specific Safety Plan
4. Work Schedules and Reports
5. Product Data
6. Shop Drawings
7. Samples
8. Quality Control Submittals
   1. Design Data
   2. Test Reports
   3. Certificates
   4. Manufacturers’ Instructions
9. Operations and Maintenance Manuals
10. Equipment Inventory Spreadsheets
11. CAD Deliverables
12. Computer Programs
13. Performance Test Procedures
14. Project Record Documents
15. Transportation Plan
16. Safety Plan Compliance Document

**1.02 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS**

1. Contractor shall submit a preliminary schedule of Shop Drawing and Sample submittals as required by Paragraph 3.09 of Document 00 72 00 (General Conditions). Submit two copies of final and accepted schedule of submittals of Shop Drawings and Samples as required by Paragraph 3.10 of the General Conditions.
2. The schedule of Shop Drawing and Sample submittals will be used by the Architect/Engineer and City Representative to schedule their activities relating to review of submittals. Schedule of submittals shall indicate a spreading out of submittals and early submittals of long lead-time items and of items that require extensive review.
3. The schedule of Shop Drawing and Sample submittals shall be reviewed by the City Representative and the Contractor shall revise and resubmit the schedule until accepted by the City Representative.

**1.03 PROCEDURES**

1. Contractor shall submit at its own expense, in duplicate sets, or in greater number if so required elsewhere in the Contract Documents, a schedule of Shop Drawing and Sample submittals, Site-Specific Safety Plans, Work schedules and reports, product data, Shop Drawings, Samples, Quality Control data, Equipment Inventory Spreadsheets (EIS), AutoCAD drawings representing field conditions, Operations and Maintenance (O&M) manuals, computer programs, Project Record Documents, Transportation Plan, and all other submittals as required by the Contract Documents. Electronic files shall be in a format approved by the Airport.
   1. Accepted Electronic File Types:
      1. PDF (Portable Document Format): Each submittal in PDF format shall consist of one multipage file. The first page shall always by the standard letter of transmittal form.
      2. DOC, DOCX, XLS, XLSX: Submit MS Word and Excel files in the most current version used by the Airport.
      3. DWG: Original (native) drawing files authored in the most current version of Autodesk AutoCAD used by the Airport.
      4. SHP: Original (native) model files authored in the most current version used by the Airport.
      5. The use of other file types may be approved as specified or required by the City Representative prior to submission.
2. Plans and files shall be submitted in both AutoCAD (.dwg) and (.pdf) formats. Information layers shall follow the provided version of the Airport's VDC Standard, Templates and Supporting Files, and the folder structure must be readily understood. The frequency of these submittals shall be identified through project engagement meetings.
3. All AutoCAD drawings with Airport backgrounds shall be drawn based on AIA-B coordinate system and delivered in the AIA-B projection  NAD 1983 2011 epoch datum, and for Z-enabled data, use NAVD 88 vertical datum; both datum in US Survey Foot Units.
4. Transmit each item with a standard letter of transmittal in a format approved by the City Representative.
5. Identify the Project, Contractor, Subcontractor, major Supplier, pertinent drawing sheet and detail number, and Specifications section number as appropriate. Provide space for Contractor and the Architect/Engineer review stamps.
6. Where manufacturer’s standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this Project.
7. Submit Shop Drawings and Samples to the Architect/Engineer for review in accordance with the accepted schedule of Shop Drawing and Sample submittals. If no such schedule is agreed upon, then all Shop Drawing, Samples, and product data submittals shall be completed within 90 days after receipt of Notice to Proceed (NTP).
8. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance, and design criteria, materials, and similar data to show the Architect/Engineer the materials and equipment Contractor proposes to provide and to enable the Architect/Engineer to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which it is intended and otherwise as the Architect/Engineer may require to enable the Architect/Engineer to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.
9. All elevated surfaces with equipment or features requiring maintenance shall have safe access provided and a permanent fall protection or restraint system in place.
10. At the time of each submittal, Contractor shall give the Architect/Engineer specific written notice of all variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a communication separate from the submittal. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted to the Architect/Engineer for review and approval of each such variation.
11. If the Airport accepts the deviation, the Airport shall issue an appropriate Change Order.
12. Submittal coordination and verification is the responsibility of Contractor. This responsibility shall not be delegated in whole or in part to Subcontractors or Suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
    1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    3. All information relative to Contractor’s sole responsibilities and of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.
13. Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
14. Contractor’s submittal to the Architect/Engineer of a Shop Drawing or Sample shall constitute Contractor’s representation that it has satisfied its obligations under the Contract Documents, set forth immediately above, with respect to Contractor’s review and approval of that submittal.
15. Designation of Work “by others,” if shown in submittals, shall mean that Work will be the responsibility of Contractor rather than Subcontractor or Supplier who has prepared the submittals.
16. After review by the Architect/Engineer of each of Contractor’s submittals, one set of each such submittal will be returned to Contractor with actions defined as follows:
    1. NO EXCEPTIONS TAKEN
       1. Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the Work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.
    2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED)
       1. Same as above, except that minor corrections as noted shall be made by Contractor.
    3. AMEND AND RESUBMIT
       1. Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by the Architect/Engineer.
    4. REJECTED
       1. Submitted material does not conform to the Drawings and Specifications in major respect (i.e., wrong size, model, capacity, or material).
    5. NO ACTION REQUIRED
       1. No review or action is required. Submittal is for the Airport’s information and record.
17. It is considered reasonable that Contractor shall make a complete and acceptable submittal at least by the second submission. The City reserves the right to deduct monies from payments due Contractor to cover additional costs of the City Representative’s and Architect/Engineer’s review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission.
18. Return of Contractor’s submittal with action noted in subparagraphs 1.03N(1) or 1.03N(2) above will not constitute acceptance by the Airport or Architect/Engineer of any responsibility for the accuracy, coordination, and completeness of the submittals. Accuracy, coordination, and completeness of submittals shall be the sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from the Airport’s or Architect/Engineer’s review before fabrication. Submittals may be prepared by Contractor, Subcontractors, or Suppliers, but Contractor shall ascertain that submittals meet the requirements of the Contract Documents, while conforming to structural space and access conditions at point of installation. Architect’s/Engineer’s review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Return of Contractor’s submittal with action noted in subparagraphs 1.03N(1) or 1.03N(2), which submittal may have contained a description of Contractor’s proposed plan, method of work, or information regarding materials and equipment Contractor proposes to furnish, shall not relieve Contractor of the responsibility for errors therein and shall not be regarded as assumption of risks or liability by the City, Architect/Engineer, or any officer or employee thereof, and Contractor shall have no claim under the Contract on account of failure or partial failure or inefficiency or insufficiency of any such plan or method of work or material and equipment. Return of Contractor’s submittal with action noted in subparagraphs 1.03N(1) or 1.03N(2) shall be considered to mean merely that the Airport or Architect/Engineer has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing materials and equipment proposed.
19. The Architect/Engineer’s review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
20. Contractor shall submit a complete initial submittal for those items where required by individual Specifications sections. Complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, meet the minimum requirements for submittals cited in the Specifications, include motor data and seismic anchorage certifications, where required, and include necessary revisions required for equipment other than first named. If Contractor submits an incomplete initial submittal, when complete submittal is required, the submittal may be returned to Contractor without review.
21. It shall be Contractor’s responsibility to copy, conform, and distribute reviewed submittals in sufficient numbers for Contractor’s, Subcontractors’, and Suppliers’ files.
22. After the City Representative and Architect/Engineer review the submittal, Contractor shall revise and resubmit as required, identifying the changes made since the previous submittal.
    1. Contractor shall not begin fabrication or Work that require submittals until return of submittals not requiring re-submittal.
    2. Normally, submittals will be processed and returned to Contractor within 15 Working Days of receipt.
23. Contractor shall distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with the provisions.

**1.04 SITE-SPECIFIC SAFETY PLAN**

1. The Site-Specific Safety Plan shall be specific to the Work performed and shall include a summary of Contractor’s Work and an evaluation of Airport-specific hazards. At a minimum, the following shall also be included in the Site-specific Safety Plan: the name, title, and resume of the designated safety representative(s), an evaluation of all potential hazards, a proposed method of abating each hazard, a means of enforcing safety procedures, and methods of employee communication and training. Emergency telephone numbers and locations of medical treatment facilities shall also be provided.
2. Submit two copies of the Site-Specific Safety Plan specific to this Contract to the City Representative within 15 days after the effective date indicated in the NTP.
3. One copy of the accepted Site-Specific Safety Plan will be returned to Contractor.
4. No on-site Work shall commence until the Site-Specific Safety Plan has been reviewed and accepted by the Airport. Acceptance of the Site-Specific Safety Plan shall not affect Contractor’s responsibility for maintaining a safe working place and instituting safety programs in connection with this Project.
5. Submit Excavation Safety Plan as required by Paragraph 1.03E of Document 01 35 29.13 (Contaminated Soil, Sludge and Water Removal Health and Safety).

**1.05 WORK SCHEDULES AND REPORTS**

1. See Document 01 32 00 (Work Schedules and Reports) for schedule and report requirements.
2. Contractor shall submit one reproducible and three print copies of the schedule at each of the following times:
   1. Initial CPM Schedule at the pre-construction meeting.
   2. Original CPM Schedule within 45 days of the effective dated indicated in the NTP.
   3. Adjustments to the CPM Schedule as required.
   4. CPM Schedule updates monthly, five days prior to the monthly progress meeting.
3. Contractor shall submit four copies of the reports listed in Article 1.11 of Document 01 32 00 (Work Schedules and Reports) with:
   1. Initial CPM Schedule
   2. Original CPM Schedule
   3. Each monthly schedule update
4. Progress schedules and reports shall be submitted on a USB flash drive in addition to hard copies specified above.

**1.06 PRODUCT DATA**

1. No later than 15 days after the effective date indicated in the NTP, Contractor shall submit two copies of a complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, provide the name of manufacturer, trade name, model or catalog designation, and reference standards.
3. Tabulate products by Specifications section number.
4. Supplemental Data:
   1. Submit the number of copies which Contractor requires, and an additional two copies, which will be retained by the City Representative.
   2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer’s standard data to provide information unique to Project.
5. Product data submittals pursuant to this Article shall not substitute for required submittals.

**1.07 SHOP DRAWINGS**

1. Minimum sheet size: 8-1/2 by 11 inches. All others: Multiples of 8-1/2 by 11 inches, 30 by 42 inches maximum.
2. For 8-1/2 by 11-inch and 11 by 17-inch sheets, Contractor shall submit number of copies, which Contractor requires, and an additional two copies, which will be retained by the City Representative.
3. For 17 by 22-inch through 30 by 42-inch sheets, Contractor shall submit one reproducible transparency and two prints. After review, reproduce and distribute.
4. Original sheet or reproducible transparency will be marked with the City Representative’s and Architect/Engineer’s review comments and returned to Contractor.
5. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers’ standard data to provide information unique to the Work.
6. Include manufacturers’ installation instructions when required by Specifications section.

**1.08 SAMPLES**

1. Contractor shall submit a full range of manufacturers’ standard colors, textures, and patterns for the City Representative’s selection.
2. Contractor shall submit Samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
3. Include identification on each Sample, giving full information.
4. Submit two Samples unless otherwise specified. One will be retained.
5. Sizes: Unless otherwise specified, provide the following:
   1. Paint Chips: Manufacturers’ standard
   2. Flat or Sheet Products: Minimum 6-inch square, maximum 12-inch square
   3. Linear Products: Minimum 6 inches, maximum 12 inches long
   4. Bulk Products: Minimum 1 pint, maximum 1 gallon
6. Full-size Samples may be used in Work upon approval.
7. Mock-ups:
   1. Erect field Samples and mock-ups at the Site in accordance with the requirements of the Specifications sections.
   2. Modify or make additional field Samples and mock-ups as required to provide appearance and finishes approved by the City Representative.
   3. Approved field Samples and mock-ups may be used in Work upon approval.

**1.09 QUALITY CONTROL SUBMITTALS**

1. Design Data
   1. Not Applicable
2. Test Reports
   1. Contractor shall submit three copies of test reports. One copy will be marked with the City Representative’s and Architect/Engineer’s review comments and returned to Contractor.
      1. Contractor shall indicate that material or product conforms to or exceeds the specified requirements.
      2. Reports may be from recent or previous tests on the material or product, but must be acceptable to the City Representative. Contractor shall comply with the requirements of each individual Specifications section.
3. Certificates
   1. Contractor shall provide three copies of certificates. One copy will be marked with the City Representative’s and Architect/Engineer’s review comments and returned to Contractor.
      1. Contractor shall indicate that material or product conforms to or exceeds the specified requirements.
      2. Submit supporting reference data, affidavits, and certifications as appropriate.
      3. Certificates may be from recent or previous test results on the material or product, but must be acceptable to the City Representative.
4. Manufacturers’ Instructions
   1. Contractor shall submit three copies of manufacturers’ instructions. One copy will be marked with the City Representative’s and Architect/Engineer’s review comments and returned to Contractor.
      1. Contractor shall include manufacturer’s printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
      2. Identify conflicts between manufacturer’s instructions and the Contract Documents.

**1.10 OPERATIONS AND MAINTENANCE MANUALS**

1. Submit two copies of manufacturers’ Operations and Maintenance (O&M) manuals. If necessary, both copies will be marked with the City Representative’s and Architects/Engineer’s review comments and returned to Contractor for correction until satisfactory information is provided. The Airport will retain satisfactorily corrected manuals for its own use.
2. O&M manuals shall include the following as appropriate:
   1. Operating instructions
   2. Preventive maintenance instructions
   3. Cleaning instructions
   4. Safety precautions
   5. Troubleshooting procedures
   6. Theory of operation to discrete component level
   7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level
   8. Parts lists showing all discrete components with part number, current prices, and availability
   9. List of replaceable supplies; paper, ink, ribbon, etc. with part numbers, current prices, and availability
   10. Recommended levels of spare parts and supplies to keep on hand
   11. Manufacturers’ service and maintenance technical manuals
   12. Names, addresses, and telephone numbers of service and repair firms for the equipment
3. Manuals shall be the same as are used by manufacturers’ authorized technicians to completely service and repair the equipment.

**1.11 EQUIPMENT INVENTORY SPREADSHEETS**

Submit EIS in accordance with Document 01 78 23 (Equipment Inventory Spreadsheet). If necessary, the EIS will be marked with the Airport’s Infrastructure Information Management (IIM) Team's review comments and returned to Contractor for correction until satisfactory information is provided. The Airport will retain approved EIS for its own use.

**1.12 CAD DELIVERABLES**

Submit CAD deliverables in accordance with the provided Virtual Design and Construction (VDC) Standards, Templates and Supporting Files in the VDC Download Pack.

**1.13 COMPUTER PROGRAMS**

When any equipment requires operation by computer programs, Contractor shall submit copies of the programs on a USB flash drive, in addition to all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Provide required licenses to the City at no additional cost.

**1.14 PERFORMANCE TEST PROCEDURES**

Contractor shall submit one copy of each performance test procedure to the City Representative 90 days prior to testing.

**1.15 TRANSPORTATION PLAN**

1. Contractor shall submit two copies of the proposed Transportation Plan for approval at the pre-construction meeting as required in Document 01 55 00 (Access Roads and Parking Areas).
2. Failure to submit an approvable Transportation Plan as specified will result in the City withholding payments until such time as this requirement is met.

**1.16 SAFETY PLAN COMPLIANCE DOCUMENT –** *Requirement by Airport Operations for all projects inside the Air Operations Area (AOA). Not required otherwise.*

1. In accordance with FAA AC No. 150/5370-2G, as amended, Operational Safety on Airports during Construction; Contractor shall prepare a Safety Plan Compliance Document (SPCD), which includes all labor, materials, equipment and services to adhere to the Airport-prepared Construction Safety Phasing Plan for the Project. Contractor shall submit the SPCD for review and approval by the Airport.
2. Upon approval, Contractor shall submit two colored hard copies and a Portable Document Format (PDF) copy to the Airport.
3. The SPCD shall be approved prior to the issuance of NTP.

**1.17 DELAY OF SUBMITTALS**

Delay of submittals by Contractor is considered an avoidable delay. Liquidated damages incurred because of late submittals will be assessed to Contractor.

**END OF DOCUMENT**

## DOCUMENT 01 35 12 Sustainable Project Requirements

### 1. PART 1. GENERAL

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### 1.01. SUMMARY

A. Document Includes:

1. Airport Sustainability Goals:

a. This Document specifies the Airport's goals and requirements for the seamless integration of sustainable building practices into the Project design and construction to achieve an exceptional project outcome in alignment with the Airport's Strategic Plan and Guiding Principles.

2. Project Sustainability Requirements:

a. Minimum Requirements: Contractor shall construct the Project in compliance with the Minimum Requirements. These include but are not limited to the following:

1. 2022 State Building Code Standards, Title 24, State Energy Code Part 6, and the mandatory measures of the State Green Building Standards Code, Part 11.

2. Local requirements of the Anywhere Environment and Planning codes.

3. Requirements of the AIA Sustainable Planning, Design, & Construction Standards (SPDCS) including specific requirements for decarbonized building products (e.g.: Low-Embodied Carbon and Sequestered Carbon Targets for concrete, steel, and other building and infrastructure products.)

### 1.02. RELATED SECTIONS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1. Document 01 33 00: Submittals

2. Document 01 35 43.07: Recovery, Reuse and Recycling Requirements.

3. Document 01 78 00: Contract Closeout

4. Document 01 91 13.01: General Commissioning Requirements.

5. Individual Specification Sections for additional systems and product requirements.

### 1.03. REFERENCE GREEN BUILDING CODES AND STANDARDS

A. Contractor shall comply with the green building laws, codes, ordinances, and rules and shall confirm the applicable codes and the most current version thereof for each project. Refer to the Airport Building Regulation (ABR) included in Airport Rules and Regulations, Specification Section 01 41 00 (Regulatory Requirements), and the Authority Having Jurisdiction (AHJ) to determine applicable codes.

B. Relevant provisions of the green building codes include but are not limited to the following:

1. Title 24 State Building Code Standards Part 6 - Energy and Part 11- CALGreen Mandatory Requirements, [http://example.com](http://example.com/)

2. City and County of Anywhere Planning Code

a. Bird-Safe Standard, Section 139, Standards for Bird-Safe Buildings: [http://example.com](http://example.com/)

b. Bicycle Parking in City-Owned and Leased Buildings (Anywhere Planning Code, Section 155.1). Provide the appropriate number of Class 1 and Class 2 bicycle parking stalls on-site.

3. Anywhere Health Code, Article 30: Regulation of Diesel Backup Generators

4. City and County of Anywhere Environment Code and related Ordinances: [https://example.com](https://example.com/) and [https://example.com](https://example.com/)

a. Applicable sections of the Anywhere Environment Code include, but are not limited to, the following:

1) Chapter 1: Precautionary Principle Policy Statement

2) Chapter 2: Environmentally Preferable Purchasing Ordinance

3) Chapter 4: Healthy Air and Clean Transportation Program

4) Chapter 5: Resource Conservation Ordinance (Sec. 509 Non-PVC Plastics)

5) Chapter 7: Green Building Requirements for City Buildings

6) Chapter 8: Tropical Hardwood and Virgin Redwood Ban

7) Chapter 9: Greenhouse Gas Emissions Targets and Departmental Plans

8) Chapter 10: Transportation and Aggregate Materials

9) Chapter 14: Construction and Demolition Debris Recovery Ordinance

10) Chapter 16: Food Service Waste Reduction Ordinance

11) Chapter 19: Mandatory Recycling and Compositing

12) Chapter 20: Existing Commercial Buildings Energy Performance

13) Chapter 23: Drinking Tap Ordinance

In addition to the Anywhere Environment Code sections listed above, Contractor shall comply with the following regulations and requirements for the purchase of products used for municipal buildings:

b. The Anywhere Environment Code regulates the use of the following materials and products:

1) Non-PVC Plastics: Eliminate building materials containing Poly Vinyl Chloride (PVC), chapter 5, Section 509.

2) Tropical Hardwood and Virgin Redwood: Eliminate all building materials containing tropical hardwood and virgin redwood, per Chapter 8, Section 804.

3) Carpet tile: Comply with SF Environment Regulation and use SF Approved Carpet Tile per ([https://example.com](https://example.com/))

4) Paints and primers, lighting equipment, and resilient flooring and adhesives: Comply with SF Environment Regulations per ([http://example.com](http://example.com/)).

### 1.04. COMMISSIONING, ACTIVATION, & SIMULATION (CAS)

A. Sustainability and Airport commissioning requirements are outlined in Specification Document 01 91 13.01 (General Commissioning Requirements) and in the AIA Commissioning, Activation, & Simulation Standards located here: [https://example.com](https://example.com/)

### 1.05. MEETINGS

A. Contractor shall conduct Sustainability coordination meetings as needed, in addition to those meetings outlined in Section 01 31 19 Project Meetings.

1. The meetings shall include, at a minimum:

a. Contractor's Project Manager

b. Airport's Project Manager.

c. Contractor's Sustainability Representative.

d. Architect and Engineers of Record as designated by Airport Contract Manager.

e. Architect's Sustainability Representative.

f. Airport's Sustainability Representative.

g. All other attendees designated by Airport Contract Manager

h. Sub-Contractors’ Representatives as appropriate for related divisions of work

i. Commissioning team when appropriate for the stage of work.

2. At a minimum, CALGreen, SF Environment Code, LEED, AIA sustainability goals, challenges, and strategies, and the Project Sustainability Requirements shall be discussed at the following meetings:

a. Pre-construction Meetings

b. Progress Meetings

c. Pre-installation Meetings

d. Subcontractor Meetings

e. Monthly Project Sustainability Meetings. These meetings are to be scheduled as a part of regularly scheduled on-site Owner/Architect/Contractor (OAC) meetings.

f. Sustainability and Airport Commissioning Meetings.

### 1.06. SPECIAL PRODUCTS AND SUBSTITUTION PROCEDURES

A. In addition to Section 01 62 00 – Product Options and Substitutions, the special substitution requirements described here apply only to the Airport's sustainability requirements, SF Environment Code requirements, CALGreen requirements, and environmental products and procedures identified in this Section.

B. Notify Airport Contract Manager and Architect when Contractor wishes to substitute materials, equipment, or products that meet the aesthetic and programmatic intent of the Construction Documents and offer equivalent or increased environmental sensitivity to materials, equipment, or products specified to meet sustainability requirements as indicated in the Construction Documents.

C. Substitutions that may affect any of the Airport's sustainability requirements, SF Environment Code requirements, or CALGreen compliance must be clearly stated as such.

D. Content: Comply with the requirements of Section 01 62 00 – Product Options and Substitutions and as follows:

1. Before submitting detailed information required under Section 01 62 00 – Product Options and Substitutions, submit the following for initial review by the Architect or Engineer:

a. Product data must include the manufacturer’s name, address, and phone number.

b. Identify product by Specification Section, SF Environment Code requirement, CALGreen requirement, AIA Sustainability Requirement, and LEED credit(s) as applicable.

c. Description of the differences between the proposed substitution and the specified product related to sustainability, SF Environment Code requirements, CALGreen requirements, and LEED credit requirements. Include a description of the environmental advantages of the proposed substitution over the specified product.

d. The Contractor is responsible for re-submittal all calculations and documentation of products or material substitutions that affect CALGreen. Products that do not meet these requirements should not be submitted for substitution.

e. Substitutions of materials and products specified as part of the Contract documents in the following areas (but not necessarily limited to these items) will require review for compliance with sustainable requirements:

1) Roofing products and materials

2) Plumbing fixtures and controls

3) Interior Lighting systems and controls

4) HVAC equipment, systems, and controls

5) CO2 monitoring system

### 1.07. SUSTAINABILITY SUBMITTALS

A. General:

1. Submittals shall conform to the requirements of Section 01 33 00 – Submittals: Submittal Procedures.

2. Provide sustainability submittals as required by the Airport sustainability requirements for the project.

3. Provide submittals as described in Part 2 of this Document and as required in the technical specification sections.

4. Sustainability submittals are in addition to other submittals:

5. If the submitted item is identical to that submitted to comply with other requirements, include an additional copy with the other submittal as a record copy of compliance with indicated sustainability requirements instead of separate sustainability submittal. Mark additional copy "Sustainability Submittal."

C. SF Environment Code Submittals

1. General: Additional SF Environment Code submittals are specified in the technical sections and are required to indicate compliance with code material, product, finishes, and furniture requirements.

D. CALGreen Submittals:

1. General: Additional CALGreen submittals are specified in the technical specification sections.

2. CALGreen Action Plans: Within seven days of Notice to Proceed, submit Action Plans indicating how the following will be met:

a. 5.504.3 Covering duct openings and mechanical equipment protection during construction, Construction indoor air quality management plan.

3. CALGreen Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with CALGreen action plans for the following:

a. 5.504.3 Covering of duct openings and protection of mechanical equipment during construction. Construction Indoor Air Quality Management (IAQ) plan: During Construction.

4. CALGreen Documentation Submittals:

a. 5.504.3 Covering of duct openings and protection of mechanical equipment during construction:

1) Provide a copy of the project's Indoor Air Quality (IAQ) Management Plan.

b. 5.504.4.1 Adhesives, Sealants, Caulks:  Product data and Safety Data Sheets (previously known as Material Safety Data Sheets -MSDSs) for adhesives and sealants used on the project, indicating Volatile Organic Compound (VOC) content and modeled concentrations for each product used.

1) Provide a listing of each adhesive, sealant, and sealant primer product used on the project. Include the manufacturer’s name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard.

2) Provide a listing of each aerosol adhesive product used on the project. Include the manufacturer’s name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard.

c. 5.504.4.3Paints and Coatings: Product data and Safety Data Sheets (previously known as Material Safety Data Sheets -MSDSs) for paints and coatings used on the interior of the building, in~~d~~icating the VOC content of each product used.

1) Provide a listing of each indoor paint and coating used on the project. Include the manufacturer’s name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard.

2) Provide a listing of each aerosol paint and coating used on the project. Include the manufacturer’s name, product name, specific VOC data (in g/L less water) for each product, and the corresponding allowable VOC from the referenced standard.

d. 5.504.4.4: Product data for carpet cushion and carpet adhesive, including documentation indicating products meet the requirements of the Carpet and Rug Institute's Green Label Program and that adhesive meets requirements of Table 5.504.4.1 of the State Building Code.

e. 5.504.4.5: Product data for composite wood products. Hardwood plywood and medium-density fiberboard composite wood products used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in Table 5.504.4.

1) 504.4.5.3 Documentation. Documentation shall include at least one of the following.

a) Product certifications and specifications

b) Chain of custody certifications

c) Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Sct. 11111, et seq)

d) Exterior grade products are marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association or equal.

f. 5.504.4.6: Product data for resilient flooring shall indicate compliance with the State Standard Method v1.2, 2017 for modeled VOC concentration limits; compliance with this standard shall be indicated with a third-party certification such as Greenguard Gold; Scientific Certifications Systems Indoor Advantage Gold; MAS Certified Green, or [equivalent](https://example.com/).

g. 5.504.5.3 Filters: Product data for filters used in the building. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air prior to occupancy that provides at least a  combination of MERV 8 and MERV  14 filters.

E. AIA Low-Embodied Carbon and Sequestered Carbon Target Submittals:

1. Concrete Products Requirements:

a. CarbonStar rating for low embodied carbon concrete. <https://example.com/>

1) Maximum Carbon Star CO2e rating of 200 lb./yd3 (90.72 kg/yd3)[[AB1]](#_heading=h.7np1tamws7la)

b. Environmental Product Declarations (EPDs) for concrete products. Submit into the AIA template in the Embodied Carbon Calculator (EC3) tool. [https://example.com](https://example.com/)

2. Steel Products Requirements:

a. Environmental Product Declarations (EPDs) for steel products. Submit into the AIA template in the Embodied Carbon Calculator (EC3) tool. [https://example.com](https://example.com/)

3. Other Product Requirements:

a. Environmental Product Declarations (EPDs) for building products. Submit into the AIA template in the Embodied Carbon Calculator (EC3) tool. [https://example.com](https://example.com/)

F. Additional Sustainability Submittals:

1. Construction Indoor-Air-Quality (IAQ) Management:

a. Construction IAQ management plan.

b. Product data for temporary filtration media.

c. Product data for filtration media used during occupancy.

d. Construction Documentation: Six photographs at three different times during the construction period, along with a brief description of the SMACNA approach employed, documenting the implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.

### 1.08. QUALITY ASSURANCE

          A.  N/A

### 2. PART 2. PRODUCTS

.

### 2.01. POLLUTANT CONTROL, CALGREEN

A. 5.504.4.1 Adhesives, Sealants, Caulks:

1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers, and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2.

2. Aerosol adhesives and smaller unit sizes of adhesives and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on the use of certain toxic compounds, of State Code of Regulations, Title 17, commencing with Section 11111.

B. 5.504.4.3 Paints and Coatings: Architectural paints and coatings shall comply with Table 5.504.4.3 unless more stringent local limits apply.

1. 5.504.4.3.1 Aerosol paints and coatings. Aerosol paints and coatings shall meet the Product-Weighted MIR Limits for ROC in Section 11111(a)(3) and other requirements, including prohibitions on the use of certain toxic compounds and ozone-depleting substances (CCR, Title 17, Section 11111 et seq).

C. 5.504.4.5 Composite wood products. Hardwood plywood and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in Table 5.504.4.

1. 5.504.4.5.2 Documentation. Documentation shall include at least one of the following.

a. Product certifications and specifications

b. Chain of custody certifications

c. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Sct. 11111, et seq)

d. Exterior grade products are marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association or equal.

e. Other methods acceptable to the enforcing agency

D. 5.504.4.4 Carpet Systems: For carpet cushion and carpet adhesive, provide products that meet the Carpet and Rug Institute Green Label Program requirements and that adhesive meets Table requirements 5.504.4.1 of the State Building Code and SF Environment Code. Per SF Environment Code, only carpet tile shall be used, and broadloom carpet shall be permitted.

E. 5.504.4.6 Resilient Flooring. Comply with the modeled VOC concentration limits defined in the State Standard Method v1.2 2017. (Modelled VOC concntrations shall be based on VOC emissions and in accordance with the State “Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers” version 1.2, 2017: https://example.com Resilient Flooring Systems, Tier 1:Comply with the VOC-emission limits defined in State Standard Method v1.2 2017.

F. 5.507.4 Acoustical Requirements. Building assemblies and components shall meet STC values in accordance with ASTM E 90 and E 413 or OITC via E 1332 prescriptive or performance method for floor/ceilings/walls.

G. 5.508.1.1 CFCs. Install HVAC and refrigeration equipment that do not contain CFCs.

H. 5.508.1.2 Halons. Install fire suppression equipment that do not contain Halons.

### 2.02. PRODUCT REQUIREMENTS

A. SUSTAINABLY HARVESTED WOOD

1. All wood-based materials and products containing wood or wood-based materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with the Forest Stewardship Council Principles and Criteria and carry an FSC-accredited Chain of Custody Certification.

B. LOW VOC CONTENT AND LOW VOC EMITTING MATERIALS

1. Paints and Coatings: For field applications, paints and coatings shall comply with the VOC content limits of authorities having jurisdiction and the following VOC content limits:

a. Flat Paints and Coatings: 50 g/L.

b. Nonflat Paints and Coatings: 50 g/L.

c. Dry-Fog Coatings: 150 g/L.

d. Primers, Sealers, and Undercoaters: 100 g/L.

e. Rust-Preventive Coatings: 100 g/L.

f. Zinc-Rich Industrial Maintenance Primers: 100 g/L.

g. Pretreatment Wash Primers: 420 g/L.

h. Clear Wood Finishes, Varnishes: 275 g/L.

i. Clear Wood Finishes, Lacquers: 275 g/L.

j. Floor Coatings: 50 g/L.

k. Shellacs, Clear: 730 g/L.

l. Shellacs, Pigmented: 550 g/L.

m. Stains: 100 g/L.

n. Paints and Coatings: For field applications inside the weatherproofing system, 90 percent of paints and coatings shall comply with the State Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

o. Adhesives and Sealants: For field applications that are inside the weatherproofing system, adhesives and sealants shall comply with the VOC content limits of authorities having jurisdiction and the following VOC content limits:

1) Wood Glues: 30 g/L.

2) Metal-to-Metal Adhesives: 30 g/L.

3) Adhesives for Porous Materials (Except Wood): 50 g/L.

4) Subfloor Adhesives: 50 g/L.

5) Plastic Foam Adhesives: 50 g/L.

6) Carpet Adhesives: 50 g/L.

7) Carpet Pad Adhesives: 50 g/L.

8) VCT and Asphalt Tile Adhesives: 50 g/L.

9) Cove Base Adhesives: 50 g/L.

10) Gypsum Board and Panel Adhesives: 50 g/L.

11) Rubber Floor Adhesives: 60 g/L.

12) Ceramic Tile Adhesives: 65 g/L.

13) Multipurpose Construction Adhesives: 70 g/L.

14) Fiberglass Adhesives: 80 g/L.

15) Contact Adhesives: 80 g/L.

16) Structural Glazing Adhesives: 100 g/L.

17) Wood Flooring Adhesives: 100 g/L.

18) Structural Wood Member Adhesives: 140 g/L.

19) Single-Ply Roof Membrane Adhesives: 250 g/L.

20)  Special-Purpose Contact Adhesives (That Are Used to Bond Melamine-Covered Board, Metal, Unsupported Vinyl, Rubber, or Wood Veneer 1/16 Inch or Less in Thickness to Any Surface): 250 g/L.

21) Top and Trim Adhesives: 250 g/L.

22) Plastic Cement Welding Compounds: 250 g/L.

23) ABS Welding Compounds: 325 g/L.

24) CPVC Welding Compounds: 490 g/L.

25) PVC Welding Compounds: 510 g/L.

26) Adhesive Primer for Plastic: 550 g/L.

27) Sheet-Applied Rubber Lining Adhesives: 850 g/L.

28) Aerosol Adhesive, General-Purpose Mist Spray: 65 percent by weight.

29) Aerosol Adhesive, General-Purpose Web Spray: 55 percent by weight.

30) Special-Purpose Aerosol Adhesives (All Types): 70 percent by weight.

31) Other Adhesives: 250 g/L.

32) Architectural Sealants: 250 g/L.

33) Non-membrane Roof Sealants: 300 g/L.

34) Single-Ply Roof Membrane Sealants: 450 g/L.

35) Other Sealants: 420 g/L.

36) Sealant Primers for Nonporous Substrates: 250 g/L.

37) Sealant Primers for Porous Substrates: 775 g/L.

38) Modified Bituminous Sealant Primers: 500 g/L.

39) Other Sealant Primers: 750 g/L.

p. Adhesives and Sealants: All field applications that are inside the weatherproofing system shall comply with the requirements of the State Standard Method v1.2 2017.

q. Flooring: Flooring shall comply with the requirements of the State Standard Method v1.2 2017.

r. Composite Wood: Composite wood, agrifiber products, and adhesives shall be made using ultra-low-emitting formaldehyde resins as defined in the State Air Resources Board's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or shall be made with no added formaldehyde.

Ceilings, Walls, and Thermal Insulation: Ceilings, walls, and thermal insulation shall comply with the requirements of the State Standard Method v1.2 2017.

### 2.03. LEED PREREQUISITES AND CREDITS

A. N/A

### 3. PART 3. EXECUTION

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### 3.01. FIELD EXECUTION OF GREEN BUILDING CODE REQUIREMENTS

A. The Contractor is responsible for ensuring proper field execution of all green building code  and submittal requirements; communication with sub-contractors of all requirements; and submission of all documentation in a timely manner.

B. Contractor shall notify City Representative immediately of failure to meet any stated green building code requirement.

### 3.02. FIELD EXECUTION OF LEED REQUIREMENTS

A. N/A

### 3.03. CONSTRUCTION WASTE MANAGEMENT

A. Comply with the requirements of Document 01 35 43.07: Recovery, Reuse, and Recycling Requirements.

### 3.04. CONSTRUCTION INDOOR AIR QUALITY

A. N/A

### 3.05. SEQUENCING

A. Contractor shall complete all interior finish material installation before Substantial Completion to allow time for building flush out as described below. Submit notification to the City Representative when all interior finish material installation is complete, highlighting the completion date.

### 3.06. PROTECTION

A. Protect stored on-site and installed absorptive materials from moisture damage. Where absorptive materials not intended for wet applications are exposed to moisture, immediately remove from the site and disposed of properly.

B. Protect installed materials using methods that do not support the growth of mold and mildew:

1. Immediately remove from the site and properly dispose of materials showing signs of mold and signs of mildew, including materials with moisture stains.

C. Replace all water- and moisture-damaged materials and products with new materials and products.

### 3.07. CLEANING

A. Green Cleaning: As required in Section 01 78 00 – Contract Closeout: Final cleaning, and during construction, clean installed materials and systems as follows:

1. Utilize green cleaning products and methods in compliance with the Anywhere International Airport “Green Cleaning Program.” All cleaning products used on the job site shall meet the requirements of the “SF Approved” list of the Anywhere Department of the Environment. This applies to interim cleaning as well as final cleaning products. Review the list at <http://example.com/>

2. In general, the following products must be SF Approved:

a. [Abrasive Cleaners](http://example.com/)

b. [Bathroom Cleaners](http://example.com/)

c. [Carpet Cleaners](http://example.com/)

d. [Cleaner Degreasers](http://example.com/)

e. [Disinfectants](http://example.com/)

f. [Floor Cleaners](http://example.com/)

g. [Floor Finishes and Strippers](http://example.com/)

h. [Furniture Polish](http://example.com/)

i. [General Purpose Cleaners](http://example.com/)

j. [Glass Cleaners](http://example.com/)

k. [Graffiti Control](http://example.com/)

l. Odor Control

3. Carpet tile: Utilize high-efficiency particulate arrestor (HEPA) vacuum cleaners certified by the Carpet and Rug Institute “Green Label” Testing Program for vacuum cleaners, and carpet extraction equipment certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors

4. Floor buffer: Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards, and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.

5. Battery-powered equipment is equipped with environmentally preferable gel batteries.

6. Noise and vibration: Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.

7. Rollers and bumpers as safeguards: Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

### 3.08. LEED ONLINE SUBMISSION RESPONSIBILITIES

A. N/A

### 4. PART 4. LEED CHECKLIST

A. N/A

**END OF DOCUMENT**

## DOCUMENT 01 35 13 Special Project Procedures

### PART 1. General

**1.01 SUMMARY**

This Document describes the special procedures required for Work in the Air Operations Area (AOA), terminals, and in other secure areas and to all Work as it affects Airport operations.

**1.02 REFERENCES**

1. Federal Aviation Administration (FAA) Advisory Circular No. 150/5300-13
2. FAA Advisory Circular No. 150/5370-2 Current Version
3. FAA Federal Aviation Regulations (FAR) Part 107
4. Caltrans Safety Manual
5. CCR, Title 8, Division 1, Chapter 4, Subchapter 4, Construction Safety Orders

**1.03 AIRPORT OPERATION**

1. The Airport is in continuous operation 24 hours a day during the entire construction period. Cooperate with the City Representative to facilitate and minimize conflict with Airport operations.
2. Contractor shall schedule all Work in the terminals with Airport Duty Managers at least seven calendar days in advance and in the AOA with Airfield Operations at least 14 calendar days in advance. Work schedule must conform to the Contract phasing plan unless agreed to by the City Representative, Airport Duty Manager, Airfield Operations and Contractor. The schedule shall include dates, hours of operation, description of Work, type of equipment, Work Area, planned personnel/equipment movements and deliveries.
3. Airline and airline cargo operations shall not be interrupted as the result of Contractor’s construction activities. Contractor shall not cause flight delays, security breaches, power or data interruptions, or tug and cart traffic disruptions. Contractor shall phase the Work, perform construction during off-hours, provide portering, and temporary systems as necessary to maintain operations.

**1.04 CONTRACTOR OPERATIONS**

1. Contractor shall conduct operations so that interference with normal use of the AOA and annoyance to Airport tenants, patrons, visitors, and operating personnel will be held to an absolute minimum. Work or any activity that affects Airport operations or the public on roadways, in buildings, or in the AOA shall be done only during hours designated by the City Representative. This may require that Work or activity be done during odd hours, at night, and on weekends or holidays. Work or activity includes shutdowns of utilities and other Airport functions.
2. Contractor shall limit operations to areas on which Work under this Contract is being performed. Keep all equipment, supplies, and delivery of materials within designated staging areas. All use or occupancy shall be subject to prior approval by the City Representative. Should such use or occupancy prove objectionable in any way, modify arrangements so as to eliminate the objection.
3. Contractor shall obtain and pay for earth-haul permits from all local jurisdictions, which may require such permits for off-Airport haul routes.
4. Prior to the start of Work, Contractor shall meet with the City Representative and become thoroughly familiar with the rules and regulations pertaining to hazards to flying and also with control of vehicular traffic on Airport roads. Plan Work so that no unnecessary hazards to aircraft will be created. Advise the City Representative of all hazards created by Contractor’s operations.
5. Safety Areas:
   1. The Safety Area of a runway is 250 feet from the centerline and 1,000 feet from the ends. Some Runway Safety Areas at the Airport are 280 feet or more from the runway centerline. The City Representative and Airfield Operations will define these specific areas and control access at all times.
   2. The Safety Area of a taxiway is 150 feet from the centerline.
   3. Navigational Aids and Instrument Landing System (ILS) must remain in operation at all times. Work adjacent to or affecting the operation of these systems must be approved and scheduled in advance with Airfield Operations. No access to ILS critical areas will be permitted in poor visibility.
   4. Each Safety Area shall be cleared and graded and shall have no potentially hazardous ruts, humps, depressions, or other surface variations. Each Safety Area shall be drained by proper grading. Safety Area shall be capable under dry conditions of supporting emergency and airfield operations equipment. No object may be located in Safety Areas, except for objects that need to be located in Safety Areas because of their function. Objects shall be constructed of frangible mounted structure with frangible point no higher than 3 inches.
   5. No Work within Safety Areas shall be performed unless such runway or taxiway or section thereof is closed off to aircraft, or unless otherwise authorized by Airport Operations. While working within the AOA, Contractor shall provide, place, and maintain barricades, delineators, temporary lighting, temporary fencing, other temporary controls, and marking of hazards by direction of Airfield Operations. These controls shall comply with FAA Advisory Circular 150/5370-2G and as required by Airfield Operations. Information and guidance is available to Contractor in the AOA Safety and Security Guide produced by Airfield Operations.
6. Excavations:
   1. Open trenches within runway or taxiway Safety Areas shall be backfilled daily prior to re-opening of the runway and/or taxiways affected and prior to Contractor leaving the Site. Use of plating is optional with the City Representative’s approval. Low-profile barricades must be used in areas of engine or wingtip overlap. Low-profile barricades will be anchored to avoid misalignment or displacement from ground vehicles or jet blast. Airfield Operations may request use of low-profile barricades versus A-frame if the Site is within the Safety Area of a taxilane, taxiway, or runway. Low-profile barricades shall be placed no more than 4 feet apart. K-rails will be placed at the direction of the City Representative.
   2. Where trenches are opened in existing apron, runway, or taxiway areas, Contractor shall conduct Work so as to provide aircraft alternate taxiing routes to all other active aprons, runways, and taxiways.
7. Materials:
   1. Contractor shall remove all stockpiled materials daily from within the AOA, unless otherwise directed by the City Representative.
   2. Under no circumstances shall excavated or stored materials inside an active runway or taxiway Safety Area exceed 3 feet in height.
   3. Contractor shall store all materials only in designated staging areas.
   4. Control dust and foreign object damage (FOD) within the Work areas, staging areas, equipment parking, and laydown areas in a manner that eliminates dust or FOD from posing a hazard to aircraft, vehicle operators, personnel, and the public.
8. Aircraft Right-of-Way:
   1. Aircraft, regardless of size, have the right of way at all times. Contractor vehicles must be held outside runway and taxiway Safety Areas.
9. Special Considerations:
   1. All Contractor operations within the Security Perimeter and upon the AOA are subject to approval and modification by Airfield Operations. All deliveries of supplies and materials and location of Work and personnel require prior approval and coordination with Airfield Operations at the weekly Project meetings. All activity and movement upon the AOA are subject to approval by Airfield Operations.
   2. Inclement weather can affect scheduled Work. During poor weather, protection of airfield critical areas is essential in order to not interfere with FAA navigational aids. Relocation of working sites or Work cancellation may be necessary at the discretion of the City Representative.
   3. VIP activities may involve increased security procedures which could affect location of working site or hours of operations.
   4. Airport emergencies (i.e., ambulance escorts, aircraft emergencies) may delay Work.
   5. Contractor supervisors, foreman, equipment operators, and workers may be required to take special training and pass a written examination when working in certain areas of the AOA. The requirement for this training will be discussed in the pre-construction meeting and at the weekly Project meetings. This training is in addition to the SIDA and AOA driver training required of all contractors having unescorted access to the SIDA and secured areas.

**1.05 VEHICLES AND EQUIPMENT OPERATIONS**

1. Contractor shall not use existing access roads, taxiways, runways, or other pavements for hauling or transport of equipment on which Work is not in progress. No vehicular traffic shall be permitted on existing fine graded field areas.
2. Except as qualified by Paragraph 1.07A and through approval of Airfield Operations, aprons, taxiways, and other portions of the Airport may be used for hauling or other operations, provided such use does not interfere with ,or constitute a hazard to, air navigation or other Airport activities, and does not endanger or damage pavements, drainage pipelines or structures, duct lines, lighting systems, landing field areas, or other improvements.
3. Contractor shall properly mark all equipment, structures, and obstructions within the AOA with barricades with flags with stiffeners to prevent drooping, and with red lamps of approved sizes and distribution at night or during periods of poor visibility. Flags for vehicles shall not be smaller than 3 feet by 3 feet, consisting of a checkered pattern of international orange and white squares of not less than 1 foot on each side and mounted above the highest point of the vehicle or equipment entering the AOA. Flags, 360-degree red flashing lights, and barricades shall be used in sufficient number to give a good definition of hazards and shall be set at intervals not greater than 4 feet unless otherwise approved by Airfield Operations and the City Representative. Flag or light mounts shall be of such height that the marker is supported free of ground or vegetation. Such mounts or any barricades shall be so constructed to stay upright under adverse wind or aircraft blast conditions.
4. Contractor shall mark all equipment and structures, such as hoisting towers, pile drivers, etc., by not less than two red 100-watt electric lamps above the top of equipment at night and during periods of poor visibility and by two flags above the top of equipment by day. Equipment in excess of 50 feet in height above ground level shall be painted, including interior surfaces of skeletal members, in alternating bands of international orange and white. Width of bands shall be 1/7 of the total height or not less than 7 feet in width, or whichever is larger. The top band shall be international orange. Any deviation shall require the approval of the City Representative.
5. Contractor shall remove construction equipment that might endanger aircraft at night from the Work area to a location as directed by the City Representative. Contractor’s equipment shall be parked at least 450 feet away from any runway or taxiway. High booms or cranes shall be lowered to 20 feet or less in height as directed by the City Representative.
6. Contractor shall provide required barricades, K-rails, obstruction lights, flags, signs, weights, sandbags, light units, plating, etc. for Work in the AOA. Equipment shall effectively isolate hazardous Work areas from pedestrian, vehicle, and aircraft traffic. If required, Contractor shall have personnel available to relocate equipment at the direction of Airfield Operations. Insufficient quantity of equipment or safety items will result in restriction or cancellation of scheduled Work
   1. Barricades and Sand Bags:
      1. A-frame or low-profile barricades and associated equipment are required to enclose trenches, stockpiled materials, potential hazards, and closed or restrict taxiways or runways. The FAA establishes barricades to be, “A device that is easily collapsible upon contact with an aircraft or any of its components and would not damage or cause minimal damage if impacted.” The Advisory Circular 150/5370-2G states, “All barricades, temporary markers, and other objects placed and left in safety areas associated with any open runway, taxiway, must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents.” Frangible stakes connected with vinyl caution tape may be required to define infield Work areas.
         1. A-frame barricades must have standard alternating orange and white-painted scheme no higher than 3 feet with frangible mount and in good operating condition. A minimum of two operational red (360-degree visible) hazard lights are required per barricade. Sandbags/weights must be supplied and anchored on barricades as directed by Airfield Operations.
         2. Low-profile barricades shall conform to FAA Advisory Circular 150/5370-2G. A minimum of two operational red (360-degree visible) hazard lights are required per barricade. Anchor barricades to pavement or ground at two points.
         3. K-rails shall have a minimum of two operational red (360-degree visible) hazard lights per K-rail.
         4. Use barricades to close runways and taxiways and place at intervals no greater than 4 feet unless otherwise directed by Airfield Operations. One flag shall be used per barricade for such closures. Barricaded areas will extend into shoulder areas and turf areas as directed by Airfield Operations. K-rails shall not be used within taxiway or runway object free areas unless specifically directed by the City Representative.
   2. Flags: All flags shall have international orange and white checkered design. Flags shall be a minimum of 3 feet by 3 feet in size.
   3. Signs: Signs are needed to designate haul routes, live runway intersections, Contractor access points, possible hazards, and flagman positions. Other signs may be required by Airfield Operations to assure safety. Signs shall conform to the Caltrans Safety Manual, or as otherwise prescribed by the City Representative. Signs must be securely fastened to their support to withstand jet blast and strong winds. Signs that are no longer needed shall be promptly removed at the direction of Airfield Operations.
   4. Light Units: Use light units to sufficiently illuminate the Work area, haul route, staging and dump areas, Contractor access points, and flagger or guard positions during night time or low visibility periods. Contractor shall assure there are sufficient operational light units on Site for scheduled Work. Illumination shall meet the minimum intensities of CCR, Title 8, Division 1, Chapter 4, Subchapter 4, and Section 1523. Ensure that lights are positioned in a manner not to interfere with or jeopardize the safety of the Control Tower, aircraft, personnel, or vehicle operations. Airfield Operations will provide guidance regarding light position to promptly remedy light problems (reposition light units, redirect lights to avoid glare, substitute inoperative equipment as required). Contractor shall properly maintain lights in good working order and be responsible for damages to persons and property resulting from failure to maintain lights. Contractor shall designate personnel to replace or re-light markers or barricades as required and maintain a current list for services required during off-duty hours.
   5. Plating: Plating may be required for open trenches across taxiways or within runway or taxiway Safety Areas. Plates shall be adequately secured to prevent movement. Lips between plates and adjacent surfaces shall not exceed 1 inch and, in critical areas, may be required to be flush with the surface.
7. Cranes or Mobilized Equipment:
   1. All activities involving cranes or mobilized vehicles exceeding 20 feet in height on the Airport or near the AOA require advanced approval from the City Representative and Airport Operations. The following information shall be required:
      1. Location of equipment
      2. Maximum extendable height
      3. Duration of use
      4. Daily hours of operation
      5. Whether or not the crane can be lowered when not in use
   2. Contractor shall contact the FAA Airport District Office to obtain required Form 7460-1, Notice of Proposed Construction or Alterations, no later than 60 calendar days prior to mobilization and utilization of the above equipment. A Letter of Determination from the FAA must be provided to Airport Operations and the City Representative prior to scheduling of crane/pile driver or similar equipment exceeding 25 feet in height. Scheduling of the equipment activity will be coordinated through the Airport Operations Construction Office no later than 72 hours prior to setup.
   3. Equipment shall be lowered to its stowed height when not in use or as otherwise directed. The highest point of each piece of equipment shall be marked by a 3-foot by 3-foot international orange and white checkered flag. At night and during periods of low visibility, the highest point of the equipment shall be marked by a red obstruction light. Crew shall be prepared to remove equipment promptly when so directed.
8. Contractor’s equipment and personnel, except barrier removal crew, shall be clear of runway or taxiway Safety Areas at least 30 minutes prior to the scheduled reopening of the area. The barricade removal crew shall be clear at least 15 minutes prior to the scheduled reopening of the area.
9. Special Considerations:
   1. All vehicle and equipment operations are subject to approval of Airfield Operations and must be scheduled in advance at the weekly Project meetings. This includes, but is not limited to: deliveries, hauling, placement and relocation of equipment and personnel, grinding, grading, paving, excavating, backfilling, and stockpiling and storage of materials and supplies.
   2. Access to the AOA and secured areas of the Airport requires compliance with all applicable federal regulations and Airport rules and regulations.
   3. Access via Airfield Access Gates requires advanced planning and approval of Airfield Operations.
   4. Gates are staffed by the Anywhere Police Department, Airport Bureau, or Airfield Operations personnel in accordance with federal regulations. The Airfield Operations - Construction Office manages availability and scheduling of personnel. Advanced planning is required at the weekly Project meetings in order to facilitate use of Airfield Access Gates. Airfield Operations may revoke use of these access gates at any time due to lack of compliance by Contractor, Subcontractor, or delivery personnel under this Contract.
   5. Emergencies, VIP movements, and other considerations may limit use of access gates and security checkpoints for Work.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

Contractor shall prepare and submit a Site Logistics Plan for the Airport’s acceptance.

1. The Site Logistics Plan shall meet the requirements of the Contract Documents and comply with the Anywhere Fire Code and other code requirements and laws.
2. The initial Site Logistics Plan shall be accepted by the Airport prior to Contractor performing Work at the Site.
3. Contractor shall update the Site Logistics Plan as needed to identify changes and submit the updated plan 60 calendar days in advance of any significant modification.
4. The Site Logistics Plan shall include:
   1. Construction Barricades and Fences:
      1. AOA Fence: Fences shall be mounted atop K-Rails and conform to the Airport’s security fence standards. Additionally, a windscreen mesh fabric shall be installed on the interior face (non-AOA) side of the fence. Upon acceptance of the fence location by the Airport, a white line shall be painted on the ground 10 feet back from the interior face of the fence with the words “No Parking or Storage” marked at specified intervals as determined by the Airport.
      2. Gates: At a minimum, at least one AOA Emergency Access gate shall be provided and maintained. This gate will be secured by the Airport (chain and lock).
      3. Landside fencing shall be a minimum of 8 feet tall with windscreen mesh lining the interior face of the fence.
      4. Interior barricades/temporary construction walls shall conform to Airport standards and be approved by the City Representative.
      5. Contractor shall also provide an Interior Construction Barricade Phasing Plan.
   2. Emergency contact information for Contractor’s key personnel and Contractor staff designated to be responsible for ensuring compliance with the plan.
   3. Procedures for:
      1. Reporting emergencies to the Fire Department
      2. Emergency notification and evacuation of the Site
      3. Hot Work operations
      4. Management of hazardous materials
      5. Debris removal – reference Document 01 35 43.07 (Recovery, Reuse, and Recycling Requirements)
      6. Maintenance of emergency access routes
   4. Revised floor plans identifying the course-of-construction locations of:
      1. Exits
      2. Stairs (temporary and permanent)
      3. Portable fire extinguishers
   5. Site Use Study for all phases of the Project, identifying:
      1. Designated exterior assembly areas for each evacuation route(s)
      2. Fire apparatus access routes within the Site
      3. Location of construction fences, encroachments to adjacent streets, Site access, on-site and adjacent fire hydrants
      4. Site offices for Contractor and Subcontractors
      5. Material storage units/trailers
      6. Laydown/fabrication areas
      7. Crane locations and swings
      8. Construction parking
      9. Phased construction areas
      10. Temporary facilities
      11. Truck staging and haul routes for trucking and concrete deliveries
   6. Strategy for accommodating existing tenants. Contractor shall maintain continuous operations for tenants through the duration of the Project.
   7. Contractor shall be responsible for implementation of the requirements and provisions of the approved Site Logistics Plan.
   8. Contractor shall be responsible for communicating the requirements and provisions of the approved Site Logistics Plan to all Subcontractors and other personnel working at the Site.
   9. Contractor shall enforce parking limitations per Document 01 55 00 (Access Roads and Parking Areas).

**END OF DOCUMENT**

## DOCUMENT 01 35 23 Safety

### PART 1. GENERAL

**1.01 SUMMARY**

This Document describes the general safety requirements, driving safety requirements, and emergency/accident reporting for this Work.

**1.02 REFERENCES**

1. 29 CFR Section 1910, Occupational Safety and Health Standards
2. 40 CFR Section 61, Subpart M
3. 8 CCR Division 1, Chapter 4, Division of Industrial Safety
4. 22 CCR Division 4
5. State Health and Safety Code Chapter 10.4
6. Federal Aviation Administration (FAA) Advisory Circular No. 150/5370-2G
7. Airport Rules and Regulations
8. Airport Employee Safety Procedures and Practices Manual
9. Airport Hazard Communication Program
10. Airport Operations/Certification Manual

**1.03 GENERAL SAFETY REQUIREMENTS**

1. All Work shall meet the requirements of the multi-employer worksite standard (8 CCR Section 336.10 and 336.11). Contractor has the authority to control and correct all hazards associated with the Work performed by Contractor and/or its Subcontractors. If Contractor becomes aware of a hazard which Contractor contends was created or caused by the Airport, Contractor must notify the Airport immediately in the case of an imminent hazard, and no later than five Working Days in all other cases. If Contractor fails to do so, Contractor agrees to assume all responsibility to control and/or correct the hazard as if Contractor were the creator or cause of the hazard.
2. Requirements listed in this Document cover only those more significant safety features that must be considered. It is expected that Contractor may see additional hazards, which, of course, must be dealt with, as local, state, federal, and Airport regulations require, in order to ensure safety and health of all concerned. Contractor shall comply with all applicable local, state, federal, and Airport rules and regulations and with the provisions of Article 12 of Document 00 72 00 (General Conditions). Contractor shall become familiar with the Airport's Safety Program and Procedures (including Fall Protection, Lockout and Tagout, Confined Space Entry, Excavation, Traffic Signs) and the Airport's Emergency Plan. Both documents are available at the Airport’s Safety, Health, and Wellness Division office.
3. Failure to comply with any of the above rules and regulations may be considered a material breach of Contract.
4. The Airport may review Contractor’s safety programs previously submitted pursuant to Document 00 21 13 (Instructions to Bidders) and make appropriate recommendations. In making such recommendations and carrying out such reviews, the Airport or City Representative shall not be required to make exhaustive or continuous inspections to check safety precautions and programs in connection with the Work. Performance of reviews by the Airport or City Representative shall not relieve Contractor of the responsibility for the safety of persons or property as herein specified or for compliance with local, state, and federal statutes, rules, regulations, and orders applicable to the performance of the Work.
5. Contractor shall designate safety representative(s) for the Project who shall be on Site whenever Work is being performed. The safety representative(s) shall have the responsibility and authority to ensure the safety of employees and property, and the prevention of accidents. The safety representative(s) shall have, as a minimum, five years of diversified construction safety experience and two years of experience related to the Project scope of Work. The name and resume of the designated person(s) shall be provided to the City Representative for review in accordance with Document 01 33 00 (Submittals) prior to commencement of Work.
6. A representative of the Airport, along with the City Representative, will make periodic safety inspections of construction areas and will document deficiencies when observed. Deficiencies will be submitted, in writing, to the City Representative for distribution to Contractor. Contractor shall be responsible for replying to the City Representative within 24 hours as to what corrective action has been taken on the deficiencies.
7. Contractor’s safety representative(s) shall conduct on-going safety inspections of the Site. A formal inspection shall be conducted at least weekly and a copy of the inspection documentation shall be provided to the City Representative. This inspection will be in addition to the periodic inspections conducted by the representative of the Airport.
8. Contractor shall be responsible for providing safety training for its employees. This shall include, but is not limited to, hazard communication, use of personal protective equipment, excavation safety, confined space safety, and weekly “Toolbox” safety meetings. Documentation of such training, including training notes and a list of attendees, shall be provided to the City Representative.
9. Before commencing Work, Contractor shall:
   1. Submit a Site-Specific Safety Plan.
   2. Establish respiratory protection and hearing conservation programs and implement as required.
   3. Require employees to wear hearing and eye protection, hard hats, sleeved shirts, long pants, adequate ANSI-approved foot protection, and full protection and other special equipment that may be required to perform the Work in accordance with local, state, and federal standards.
   4. Conduct walk-throughs with the Airport Fire Marshal and meet all additional requirements imposed by the Airport Fire Marshal at no additional cost to the City.
   5. Post a copy of the Cal/OSHA “Safety and Health Protection on the Job” poster on Site.
10. Contractor shall provide adequate first aid supplies on Site for its employees and a person trained in basic first aid that can render immediate care when needed. Contractor will provide transportation to a medical facility for injured employees with minor injuries. For major injuries, see Paragraph 1.06B.
11. Possession of illegal drugs, alcoholic beverages, and drug paraphernalia is prohibited. Being under the influence of illegal drugs or alcoholic beverages is prohibited.
12. Contractor shall ensure that employees taking prescription medications notify their immediate supervisor who will make a determination as to the employee’s ability to operate equipment.
13. No one under Contractor's employ or direction is permitted to enter the Airport's Control Rooms, Electrical Substations, or Motor Control Centers unless authorized to do so.
14. No one under Contractor's employ or direction is permitted to start, or in any way tamper with, the Airport's operating plant or equipment.
15. Employees shall be required to immediately correct all unsafe conditions and unsafe acts, and to report those that cannot be corrected to their supervisor.
16. Notify the City Representative at least three Working Days prior to hazardous Work activity or receipt of hazardous substances, which would endanger Airport property or employees or the general public. Contractor shall provide Material Safety Data Sheets to the City Representative for hazardous substances used in Work.
17. Notify the City Representative two weeks prior to any Work requiring the shutdown of heating, ventilating, and air conditioning equipment.
18. Materials and equipment shall not be released from elevated locations in an uncontrolled manner, and area below elevated work locations shall be barricaded off to exclude all persons.
19. Provide personnel with ANSI-approved protective clothing and equipment and ensure compliance with local, state, and federal laws, rules, and regulations pertaining to safety, including Contractor’s Code of Safe Practices. Provide reflectorized traffic vests for employees when working around or near moving vehicles or any type of mobile equipment either on Airport roadways or in the AOA. Contractor shall ensure compliance with this provision.
20. Smoking is prohibited in the AOA.
21. Provide to employees, and ensure compliance with, AOA Regulation requiring guide for vehicle or mobile equipment where operator's vision is restricted.
22. Instruct employees working within the AOA, including security guards and flaggers, on potential hazards of aircraft jet blast, right-of-way of aircraft, high sound levels, proper attire, safe procedures, etc.
23. Store materials and equipment in approved areas and in an approved manner where they will not constitute hazard to Airport operations. Do not unreasonably encumber premises with unusual materials, equipment, or scaffolding. After working hours, remove unauthorized equipment to a safe location as directed by the City Representative and Airport Fire Marshal. Inspect construction and storage areas as often as is necessary to ensure safety of areas.
24. All Work on energized (electrical, mechanical, or kinetic) equipment shall be property-locked and tagged-out in accordance with Airport policy.
25. Electric tools and extension cords shall be grounded. Ground fault circuit interrupters shall be used whenever electrical tools or extension cords are used.
26. Hand tools shall be maintained in safe, useable condition.
27. Only authorized, properly trained, and licensed employees shall operate equipment, machinery, vehicles, and tools. Only the operator shall ride on any equipment.
28. Forklift and powered industrial vehicle operators shall be trained and certified in accordance with Cal/OSHA industrial truck regulations, 8 CCR, Section 3668.
29. Powder actuated tools shall be operated by licensed operators using the required personnel gear. Spent caps shall be contained and secured at all times. Equipment shall be tagged-out and removed from the Site when not in use.
30. Scaffolding shall be inspected by a competent person prior to use. Defective ladders or scaffolding shall be red-tagged and removed from service immediately.
31. Ladders shall have firm footing, secure at top, and extend 36 inches above landing level.
32. Secure compressed gas cylinders in an upright position at all times. Valve caps shall be in place when cylinders are not in use. Transport and store cylinders in accordance with state and federal standards.
33. At least one 10-pound ABC-rated fire extinguisher shall be within 25 feet any time:
    1. Power tools (gasoline or electric) are being used
    2. Welding, grinding, or other spark-generating work is being done
    3. Paint or cleaning solutions are being used
34. A Hot Work permit is required from the Airport Fire Marshal prior to the start of any welding, grinding, or other spark-generating work (Hot Work). A fire watch shall be utilized, and a fire blanket and fire extinguisher shall be in place any time Hot Work is being done and 30 minutes after the Work is completed.
35. Install anti-flashback devices on fuel side of all fuel gas and oxy-acetylene welding and cutting torches.
36. Provide safety devices on air compressors with hoses exceeding 1-1/2 inch inside diameter at source of supply or branch line to reduce pressure in case of hose failure.
37. Excavations more than 5 feet in depth require a Cal/OSHA permit. A competent person shall inspect any excavations more than 5 feet in depth at the beginning of each shift.
38. A confined space permit shall be posted for the duration of the shift for Work requiring entry into confined spaces, or in excavations greater than 4 feet in depth. Permit records shall be maintained on Site when entry is completed.
39. Provide a safe means of access for each work location on Site.
40. Immediately inform the City Representative when Cal/OSHA inspectors visit the Site.
41. Blasting is prohibited at the Airport. Any use of explosives or explosive devices must be approved by the City Representative.

**1.04 DRIVING SAFETY REQUIREMENTS**

1. Operators of vehicles or equipment in the AOA must have passed a Vehicle Safety Test administered by the Airport License and Permit Bureau and have the designation “DR” on their Identification Media.
2. Contractor shall maintain vehicles in safe condition (i.e., operational headlights, brake lights, brakes, reverse horn, unobstructed windshield, and no fluid leaks of any kind).
3. All vehicle passengers are required to wear a seat belt. Transporting passengers in the bed of a truck is prohibited.
4. Turn on vehicle lights between 30 minutes after sunset and 30 minutes before sunrise and while operating during periods of darkness or reduced visibility except when parked in areas designated by Airfield Operations.
5. Operate vehicles and equipment in a safe and orderly manner. Yield right-of-way to aircraft at all times. Runway and taxiway incursions will result in permanent removal of involved personnel from the Work. Depending on the severity of incident, Work cancellation is possible. A fine of $1,000 may be charged by the City to Contractor.
6. Do not drive vehicles between aircraft and passenger terminal or passenger lane when aircraft is parked at gate position. Drive vehicles around aircraft away from passenger loading gates and passenger lanes.
7. Do not drive vehicles on taxiway side of double white line without positive escort from Inspector or Airfield Operations.
8. Do not operate vehicles within jet blast of running jet engine.
9. Do not transport loose debris or items, which could be dropped from or blown out of a vehicle onto the airfield. Foreign object damage to aircraft must be prevented.
10. All engines shall be shut off before refueling. Smoking is prohibited around all volatile fuels, vapors, or combustible material.
11. Do not leave vehicles unattended with engines running. Vehicles left unattended which pose hazard to aircraft will be towed and impounded at Contractor’s expense as directed by Airport Operations.

**1.05 ELECTRICAL SAFETY POLICY**

On projects where the scope of work is estimated to be $50,000 or more, the following requirements must be met:

1. All apprentices must be registered in a State of State Approved Apprenticeship Program.
2. The use of “journeyperson” must comply with all State of State Labor Laws.
3. A minimum of 75% of all “Journey Level Wirepersons” and Sound & Communication (S&C) workers shall be graduates of a State of State Approved Electrical Apprenticeship Program that graduates 15 or more Journeyperson and/or S&C workers per year.
4. A minimum of 20% of the jobsite electrical workers, when and where available, shall be OSHA 10-hour General Industry Safety & Health Certified; and
5. At least one job site electrical worker, when and where available, shall be OSHA 30-hour General Industry and Health certified.
6. Electrical workers shall be in compliance with the State certification and licensing requirements (if any) as adopted by the State of State.

**1.06 EMERGENCY AND ACCIDENT REPORTING**

1. An Emergency Action Program for the care of injured employees and for fire incidents shall be addressed in Contractor’s Site-Specific Safety Plan.
2. Contractor shall report all emergencies (medical, criminal, vehicle accident, industrial accident, property damage) immediately to Airport Communications Center at 123 456 7890 or dial 911.
   1. Describe nature of emergency (e.g., male, 60 years, and possible heart attack, unconscious, not breathing - or unauthorized male, approximately 30 years, acting irrational).
   2. Give location of emergency.
   3. Have escort stand by if possible.
   4. Stay on phone and give updates if possible.
3. Report all accidents/incidents to the City Representative immediately and document all cases on Contractor’s accident report form.
4. Drivers of vehicles involved in an accident in the AOA must file an accident report with both Airfield Operations and Airport Police. Report is to be filed as soon as possible, but not later than 12 hours after the accident.
5. Drivers of vehicles involved in an accident outside the AOA, but resulting in injuries or damage to Airport property must file an accident report with the Anywhere Police Department, Airport Bureau, and the Airport Legal Department. Report is to be filed as soon as possible, but not later than 12 hours after the accident.
6. When an industrial accident results in injury, Contractor shall submit a copy of the written accident report detailing the accident to the City Representative within 48 hours.
7. Immediately notify Cal/OSHA and the City Representative of serious injuries or illnesses. Serious injuries or illnesses are defined as those requiring inpatient hospitalization for more than 24 hours for other than medical observation, or those in which an employee suffers a loss of any member of the body, or any serious degree of permanent disfigurement. Serious injuries and illnesses do not include any injury, illness, or death caused by an accident on a public street or highway, or by a violation of the Penal Code (except a violation of Section 385 of the Penal Code).
8. In addition to the above reporting requirements, Contractor shall complete an accident report and forward to the Airport’s Safety, Health, and Wellness Division for all incidents.
   1. An incident shall mean any unforeseen event involving a Contractor employee or employees engaged in job-related duties, a member of the general public, or the property of others, arising from or connected with Project activities resulting in or potentially resulting in bodily injury or property damage.
   2. Copies of Contractor’s accident report with instructions are available at the Safety, Health, and Wellness Division.
9. Contractor is responsible for complying with Airport rules and regulations and State Vehicle Code Sections concerning reporting of accidents or property damage.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 35 24 Demolition Health and Safety

### PART 1. GENERAL

**1.01 SUMMARY**

1. This Document describes the health and safety requirements to perform building demolition and limited excavation activities.
2. Conditions of the Contract and other Documents of the Project Manual apply to the Work of this Document.

**1.02 REGULATIONS**

Contractor shall conform to relevant Airport, state, and federal health and safety requirements relevant to hazardous waste site workers and emergency response in areas of suspected or known soil and/or groundwater contamination. The following are some, but not necessarily all, of the relevant regulations. These regulations are listed for Contractor’s convenience and the responsibility for worker and site health and safety rests solely with Contractor.

1. Federal Regulations
   1. Health and Safety Plans - 29 CFR, 1910.120
   2. Hazardous waste linings - 40 CFR, 261
   3. Control of hazardous energies - 29 CFR, 1910.47
   4. Confined space entry - 29 CFR, 1910.146
   5. Excavation safety - 9 CFR, 1926.650
2. State of State Regulations
   1. Health and safety plans - 8 CCR, 5192
   2. Hazardous waste listings - 22 CCR, 11111
   3. Control of Hazardous Energies - 8 CCR, 3314
   4. Confined space entry -8 CCR, 5156
   5. Excavation safety - 8 CCR, 1541
   6. Injury and Illness Prevention Plan -8 CCR, 3203 and 1509

**1.03 SAFETY REQUIREMENTS**

1. Description of the Work:
   1. This Article sets forth safety issues that are included and incorporated herein by reference and made a part of the Specifications.
2. Environmental Health and Safety Plan
   1. Contractor shall develop, implement, and maintain for the duration of this Contract a Site-Specific Environmental Health and Safety Plan. This Plan shall supplement the Environmental Protection Plan as required by Document 01 35 43.01 (Demolition). This Plan shall be amended, as necessary, based on task assignments requested by the Airport and when environmental conditions not covered by the plan are encountered. This Plan shall be specific to the environmental hazards that are anticipated for each of the task assignments. Contractor shall appoint a qualified employee authorized to supervise and enforce compliance with the Health and Safety Plan. This person shall be Contractor’s superintendent, unless otherwise designated in writing by Contractor to the Airport.
3. Safe Access by Local, State, and Federal Government Officials:
   1. Contractor shall provide safe access to the Site for local, state, and federal government officials. Contractor shall provide visitors safety equipment and clothing and escorts as required.
4. Construction Safety Program
   1. Contractor shall develop and maintain for the duration of this Contract a Construction Safety Program in accordance with the required safety provisions. Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. This person shall be Contractor’s superintendent unless otherwise designated in writing by Contractor to the Airport.
   2. The Airport’s review of Contractor’s performance does not include a review or approval of the adequacy of Contractor’s safety supervisor, the safety program, or any safety measures taken in, on, or near the Site. Contractor is solely responsible for all safety-related issues.
5. Excavation Safety Plan
   1. In accordance with Section 6705 of the State Labor Code, for excavations of 5 feet or more in depth, Contractor shall submit to the Airport a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground. Such plan shall be submitted at least five days before Contractor intends to begin Work on excavations.
      1. The plan shall be prepared by a registered civil or structural engineer. The purpose of submitting this plan is to demonstrate compliance with the State Labor Code. This submittal does not relieve Contractor from any responsibility for safe design and construction of excavations.
   2. Nothing herein shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.
   3. For excavations of 5 feet or deeper, Contractor shall obtain an appropriate permit from the Division of Industrial Safety, City of Anywhere.
6. Confined Spaces
   1. Confined spaces, for the purpose of this Article, shall mean the interior of sewers, vaults, utility pipelines, manholes, digesters, and any other such structure that is similarly surrounded by confining surfaces that limit circulation of oxygen and/or permit the accumulation of hazardous gases or vapors. Confined spaces have limited egress or are not intended for continuous occupancy. Contractor shall perform tests for the presence of combustible or hazardous gases and oxygen deficiency with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the Site. Sources of ignition shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe for such activities.
   2. No employee shall be permitted to enter or remain within a confined space until such confined space is free of explosive atmospheres and hazardous concentrations of harmful gases and contains sufficient oxygen, unless the employee is wearing suitable and an approved self-contained breathing apparatus.
      1. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.
      2. When entering confined spaces, Contractor’s employees shall follow all applicable safety requirements, including the use of additional employees on watch outside the confined space and/or using a surface tripod to provide leverage to retrieve a harnessed employee from the confined space.
7. Material Safety Data Sheet
   1. In accordance with the provisions of General Industry Safety Orders, State Code of Regulations Title 8, Section 5194, Contractor shall submit to the Airport a Material Safety Data Sheet (MSDS) or a letter from the manufacturer or Supplier stating that an MSDS is not required for each hazardous substance that is to be used. The MSDS or letter shall be submitted 10 days prior to the delivery of such material to the job site. “Hazardous Substance” is defined as any substance included in the list (Directors’ List) of hazardous substances prepared by the Director, State Department of Industrial Relations, pursuant to State Labor Code Section 6382, and materials listed pursuant to 40 CFR 355, Appendix A.
8. Hazardous Materials and Hazardous Waste
   1. The contaminants of concern in this Document are asbestos-containing materials and lead-based paint products. Due to subsurface contamination, Contractor shall take the necessary steps to ensure worker safety as specified in 29 CFR, 1910.20, and 1926, and by Cal/OSHA regulations.
9. Safety Equipment:
   1. As part of the safety program, Contractor shall maintain at its office, or other well-known place at the Site, safety equipment applicable to the Work as prescribed by the governing safety authorities, and all articles necessary for giving first aid to the injured. Contractor shall establish procedures for the immediate transportation to a medical facility or a doctor’s care of any person who may be injured on Site.
   2. Contractor shall protect Airport personnel and the general public from hazards including, but not limited to, falling debris, surface irregularities or un-ramped grade changes in pedestrian sidewalks or walkways, and trenches or excavations in roadways at the Site. Barricades, walkway covers, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the Work.
   3. The performance of all Work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
   4. During construction, Contractor shall construct, and at all times maintain, satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades, or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary or required for safety. Any breaches of the fencing shall be repaired with fencing of similar design and construction.
   5. Contractor shall provide temporary lighting in all Work Areas sufficient to maintain a lighting level during working hours not less than the lighting level required by Cal/OSHA standards.
10. Warning Devices and Barricades
    1. Contractor shall adequately identify and guard all contaminated areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, at a minimum, conform to the requirements of Cal/OSHA and Title 22.CCR.
11. Hazards in Protected Areas
    1. Work at sites with hazardous materials shall be marked or guarded in a manner appropriate for the hazard.
12. Accident Reports
    1. All accidents causing serious harm to humans or significant material damage shall be reported immediately by telephone at 123 456 7890, or dial 911, and by messenger to the Inspector and Health and Safety Officer. In addition, Contractor must promptly report, in writing to the Airport, all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on, or adjacent to, the Site.
13. Fire Prevention and Protection
    1. Contractor shall perform all Work in a fire-safe manner. Contractor shall supply and maintain adequate fire-fighting equipment on Site, approved by the Airport Fire Marshal. Contractor shall comply with applicable local, state, and federal fire prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.
    2. A sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities shall be provided in readily accessible locations.
    3. At least one 2-inch riser provided with 100 feet of 1-1/2 inch hose and a suitable nozzle, stored in a suitable hose cabinet, shall be located in the temporary storage shed, office, or other temporary structure erected by Contractor. In large areas, similar facilities shall be placed in additional locations to provide coverage for all areas where a fire hazard may exist.
    4. Contractor shall notify the Airport Fire Marshal prior to removal or modification of any fire protection system.

**1.04 WORKER PROTECTION FOR CONTAMINATED MATERIALS EXCAVATION ACTIVITIES**

1. Description of Work
   1. Work may include, but is not limited to, removal of asbestos-containing materials, lead-based paint, and PCB.
   2. This Article describes the minimum procedures and equipment required for protecting workers from activities that disturb contaminated soil, sludge, and water. It is Contractor’s sole responsibility to provide the proper equipment and training in conformance with all applicable laws, rules, and regulations.
2. Worker Training
   1. Personnel Requiring Training: Contractor shall provide training to all employees or agents who may be required to disturb subsurface contamination.
   2. Minimum Training Information:
      1. The training by Contractor shall provide, at a minimum, information on the following topics:
         1. The health hazards of the contaminants, including the nature of various related diseases, routes of exposure, and known dose response relationships;
         2. Employee personal protective equipment, including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face piece to face seal (positive and negative pressure fitting tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g., facial hair), selection and use of disposable clothing, nonskid shoes, gloves, eye protection, and hard hat;
         3. Medical monitoring requirements for workers, including required and recommended tests, reasons for medical monitoring, and employee access to records;
         4. Air monitoring procedures and requirements for workers, including description of equipment and procedures, reasons for monitoring, types of samples, and current standards with recommended changes;
         5. Work practices for soil removal, transportation, handling, waste cleanup, waste handling, storage, and disposal procedures;
         6. Special safety hazards that may be encountered, including electrical hazards, air contaminants, fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise; and
         7. The applicable OSHA and EPA standards.
   3. Qualifications of Personnel Providing Training: Training must be provided by an organization(s) accredited to provide OSHA 40-hour worker training, pursuant to 29 CFR, 1910.120. This training can be provided by the contracting firm only if this firm is OSHA/EPA accredited/approved to provide this training.
   4. Time Requirements: Training is to have occurred within 12 months prior to the initiation of the remediation activities.
   5. Training Documentation: Contractor shall document employee training by keeping a copy of all current certificates of training for all of Contractor’s personnel on file at the Site.
   6. On Site Training: Contractor shall conduct and document, as required, special on Site training on equipment and procedures unique to the Site.
   7. Emergency Response and Evacuation: Contractor shall provide and document training in emergency response and evacuation procedures.
3. Medical Surveillance
   1. Personnel Requiring Medical Monitoring:
      1. Contractor shall provide to the Airport up to date proof of participation in a medical surveillance program for all workers who may encounter hazardous materials and hazardous waste. The medical surveillance program shall, at a minimum, meet OSHA requirements.
      2. A periodic medical examination must be provided at least annually to all employees.
   2. Minimum Medical Monitoring Requirements: Medical monitoring provided by Contractor shall include, at a minimum, the following:
      1. A detailed work and medical history that pays particular attention to past hazardous materials and hazardous waste exposure and past gastrointestinal, hematological, renal, cardiovascular, reproductive, and neurological problems as well as personal habits, such as smoking and hygiene.
      2. A physical examination directed to the pulmonary and gastrointestinal systems, including a chest roentgenogram to be administered at the discretion of the physician, and pulmonary function tests of forced vital capacity and forced expiratory volume at one second (FEV1).
      3. Any other examinations or tests deemed necessary by the examining physician.
   3. Examination by a Physician: Contractor shall require employees to be evaluated by a physician to determine that they are able to work safely while breathing through the added resistance of a respirator, are able to carry the extra weight of a respirator, and are psychologically able to wear a respirator. Examining physicians shall be made aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he or she will be required to perform, as well as special work place conditions such as high temperatures, high humidity, and chemical contaminants to which the employee may be exposed.

### PART 2. PRODUCTS

**2.01 WORKER PROTECTION**

1. Protective Clothing
   1. Coveralls: Contractor shall provide one-piece disposable clothing including head, foot, and full body protection in sufficient quantities and adequate sizes for all workers and authorized visitors. Disposable clothing may be worn over the worker’s clothes.
   2. Steel-Toed Boots: Contractor shall provide, at no cost, steel-toed work boots with non-skid soles, and where required by OSHA, foot protectors. Boots shall not be removed from the Work Area for any reason. Boots shall be thoroughly cleaned, decontaminated, and bagged before being removed from the Work Area at the end of the Work.
   3. Hard Hats: Contractor shall provide head protectors (hard hats), as required by OSHA, for all workers. Hard hats shall be worn at all times when Work is in progress that may potentially cause head injury. Hard hats shall have plastic strap type suspension.
   4. Goggles/Safety Glasses: Contractor shall provide eye protection (goggles/safety glasses), as required by OSHA, for all workers involved with any activity which may potentially cause eye injury.
   5. Gloves: Contractor shall provide appropriate work gloves to all workers as required. Gloves shall not be removed from the Work Area. Gloves shall be disposed of as contaminated waste at the end of the Work.
2. Respirator Protection
   1. Contractor shall provide respiratory protection to all workers in accordance with a written Respiratory Protection Program, which includes all items in OSHA 29 CFR 1910.134(b)(19). Contractor shall keep a copy of this program on Site at all times and shall produce a copy upon demand. Contractor shall provide workers with personally issued, individually identified (marked with waterproof designations) respirators.
3. Additional Protective Equipment
   1. Respirators shall be provided by Contractor for the Airport, Airport’s environmental consultant, Inspector, and other authorized representatives who may inspect the Site.
   2. Hearing protection equipment shall be provided by Contractor for its personnel and the Airport or its representatives, should noise levels exceed allowable OSHA standards.
4. Air Purifying Respirators and Cartridges
   1. Air Purifying Respirators – Full-Face Mask: Contractor shall supply a sufficient quantity of full-face respirators.
   2. Filter Cartridges: Combination HEPA/Organic Vapor Cartridges shall be worn for all operations where workers may come in contact with petroleum-contaminated soil, sludge, and water.
   3. Filter cartridges, for contaminants other than petroleum-based products, shall be specifically selected, or the contaminant to be excavated, and shall be documented in the Health and Safety Plan.
5. Supplied Air Respirator Systems
   1. Contractor shall provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the Site conditions and crew size. Contractor shall comply with the provisions of this Document if they are more stringent than the governing standard.
      1. Facepiece and Hose: Contractor shall provide full facepiece and hose (by the same manufacturer) that has been certified by NIOSH/MSHA as an approved Type “C” respirator assembly operating in pressure demand mode with a positive pressure facepiece. In immediately dangerous to life and health IDLH, or potential IDLH atmospheres, including those of reduced oxygen, an attendant and a retrieval system shall be used, and the worker(s) shall be provided with a five-minute escape-type respirator.
      2. Warning Device: Contractor shall provide a warning device that will alert the wearer should the supplied air system lose positive pressure.

### PART 3. EXECUTION

**3.01 WORKER PROTECTION**

1. General
   1. Contractor shall provide worker protection as required by the most stringent federal, state, OSHA and/or EPA standards applicable to the Work.
2. Respirator Care and Maintenance
   1. All respirators shall be cleaned and maintained daily. A record log, recording these procedures, shall be maintained on Site.
3. Fit Testing
   1. Workers shall perform positive and negative air pressure qualitative fit tests each time a respirator is put on, whenever the respirator design so permits.
   2. Contractor shall give workers a fit test for all negative pressure respirators to be used on abatement Work.
   3. Contractor shall provide documentation of adequate respirator fit tests to the Airport’s Environmental Consultant.
4. Restrictions
   1. Contractor shall permit no one wearing a beard to put on a respirator and enter the Work Area.
   2. Contractor shall not allow its workers to eat, drink, smoke, or chew gum or tobacco at the Site.
   3. Contractor shall not allow corrective glasses to interfere with the seal of the facepiece. Contact lenses shall not be allowed inside the containment Work Area. Corrective lenses must be mounted inside a full facepiece. At no time will respirator head straps be worn outside/over protective clothing (e.g., Tyvek) material.
5. Respirators for Authorized Visitors
   1. Contractor shall ensure that all authorized visitors provide proof of having completed all appropriate health and safety requirements. These requirements shall include respiratory fitness and physical fitness as documented by a registered health professional. Any visitor who enters the Work Area will be required to provide its own respiratory protection.

**END OF DOCUMENT**

## DOCUMENT 01 35 43.01 Demolition

### PART 1. GENERAL

**1.01  SUMMARY**

This Document describes the requirements to perform building demolition, salvage of materials, and disposal of materials.

**1.02  REFERENCES**

Plates, as listed in Document 00 01 15 (List of Drawings, Tables, and Schedules) and other Documents of the Project Manual, apply to the Work of this Document.

**1.03  DEMOLITION**

1. General Requirements
   1. The Work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Airport property daily, unless authorized otherwise by the Airport, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the City Representative. Contractor shall coordinate the hazardous materials and demolition Work.
   2. Contractor shall sequence its operations to prevent damage to existing structures or new work installed by others.
2. Submittals
   1. A Work plan shall be submitted and approved by the Airport for the abatement/demolition Work in accordance with Document 01 33 00 (Submittals).
   2. The Work plan shall address the procedures proposed for the accomplishment of the Work. The procedures shall:
      1. Provide for safe conduct of the Work, careful removal and disposition of materials that are specified to be salvaged, protection of property that is to remain undisturbed, coordination with other work in progress, and traffic control provisions and timely disconnection of utility services.
      2. Include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. The Work plan shall also include a sequence of demolition which considers forces such as wind load, unbalanced loading during removal of structural components, untimely removal of structural connections, or other consideration which could result in uncontrolled collapse of the structure.
      3. The Work plan should present drawings, text, and all necessary calculations to adequately describe the demolition sequence. The purpose of the review of a submittal is to assess conformance with Airport procedures and such review shall not relieve Contractor from responsibility for any errors therein or constitute the assumption of any risks by the Airport.
3. Dust Control
   1. The amount of dust resulting from demolition shall be controlled in accordance with Document 01 57 00 (Temporary Controls) to prevent the spread of dust to adjacent occupied areas and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in or create hazardous or objectionable conditions such as ice, flooding, and pollution.
4. Traffic Control
   1. Contractor shall coordinate all movements of vehicles, equipment, and trucks with Airport Operations.
   2. Escorts are required for all movement on the Air Operations Area (AOA) and on construction work sites.
   3. Airport Operations shall establish the haul route for the proposed abatement/demolition Work.
   4. All activities involving cranes or mobilized vehicles exceeding 20 feet in height shall require advanced coordination with the City Representative and Airport Operations. Contractor shall also contact the Federal Aviation Administration (FAA) Airport District Office to obtain the required FAA Form 7460-1, Notice of Proposed Construction or Alterations, at least 60 days prior to mobilization and utilization of the above equipment. Upon approval by the FAA, scheduling of the equipment activity shall be coordinated through Airport Operations no later than 72 hours prior to set up. Equipment must be lowered to its stowed height when not in use or as otherwise directed. The highest point of each piece of equipment shall be marked with a 3-foot by 3-foot international orange and white checkered flag. At night and during periods of low visibility, the highest point of the equipment shall be marked by a red obstruction light. Contractor must be prepared to promptly remove any equipment from the AOA if so directed by Airfield Safety Personnel.
   5. Contractor shall provide such flag persons, barricades, flares, lights, warning signs, and safety devices as may be required for the control of traffic adjacent to all areas of work.
   6. All proposed road or lane closures require submittal and approval of a Site-Specific Traffic Control Plan. The Traffic Control Plan shall be submitted for approval at least 10 Working Days prior to any proposed road or lane closure.
   7. Contractor shall provide 72-hour notice to the Airport prior to road or lane closures.
5. Protection of Existing Property
   1. Before beginning any demolition Work, Contractor shall carefully survey the Site and examine the Drawings and Specifications to determine the extent of the Work. Contractor shall take all necessary precautions to avoid damage to existing facilities either above or below ground that will remain in place, be reused, or remain the property of the Airport or its tenants. Any items damaged by Contractor (including Contractor’s Subcontractors, Suppliers, and Haulers) shall be repaired or replaced as approved by the City Representative at no additional cost to the City.
   2. Contractor shall carefully coordinate the Work of this Document with all other work and shall construct and maintain shoring, bracing and supports, as required. Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition Work performed under this Contract.
6. Burning
   1. The use of burning at the Site for the disposal of refuse and debris is prohibited.
7. Use of Explosives
   1. The use of explosives of any kind at the Airport is prohibited.
8. Access to Work by Others
   1. Except for emergency and regulatory agency personnel (with jurisdiction over this Project), Contractor shall limit access to the Work Area to the designated representatives of the Airport, who have completed worker training equivalent to Contractor’s Program, and to Authorized Visitors.
   2. Authorized Visitors are limited to, and defined as, anyone who has been authorized by Contractor and/or the Airport to enter the Site.
   3. Contractor shall require all Authorized Visitors to comply with the provisions specified in this Document.
   4. Contractor shall provide necessary clothing and protective equipment to Authorized Visitors.
9. Pedestrian Walkways and Roadways
   1. Sidewalks or other walkways used by pedestrian traffic within 25 feet of the structures to be demolished shall be protected from falling debris by use of temporary enclosures.
      1. Enclosures shall have a minimum width of 4 feet and a minimum height of 7 feet.
      2. Enclosures shall extend along the frontage of the Work Area and a minimum of 25 feet in each direction beyond the frontage.

**1.04  ENVIRONMENTAL PROTECTION**

1. Scope
   1. The requirements of the General and Special Provisions form a part of this Document.
   2. During the progress of the Work, Contractor shall maintain the premises in a neat and clean condition. Throughout and upon completion of the Project, Contractor shall protect the environment both on-Site and off-Site.
   3. Contractor shall prepare a detailed Environmental Protection Plan and submit that plan for the City Representative’s approval within 15 days from the effective dated indicated in the Notice to Proceed. Following approval by the City Representative, Contractor shall distribute the Plan to all employees and to all Subcontractors and its employees.
   4. The Environmental Protection Plan shall include, but not be limited to, the following items:
      1. Copies of required permits;
      2. Proposed sanitary landfill and recycling sites (for garbage, rubble, debris, and other non-hazardous materials);
      3. Other proposed disposal sites; and
      4. Copies of any agreements with public or private landowners regarding equipment, materials storage, borrow sites, fill sites, or disposal sites. Any such agreement made by Contractor shall be invalid if its execution causes violation of local or regional grading or land use regulations.
2. Hazardous and Contaminated Materials
   1. Hazardous materials shall be removed as applicable in accordance with the requirements of Document 01 35 43.13 (Asbestos Remediation), Document 01.35.43.14 (Lead Remediation), and Document 01.35.43.15 (PCB Remediation).
   2. Contaminated materials shall be removed in accordance with the requirements of Document 01 35 43.16 (Excavation and Disposal of Contaminated Soil, Sludge, and Water).
3. Mitigation of Construction Impacts
   1. Requirements: All operations shall comply with all local, state, and federal laws and regulations pertaining to water, air, solid waste, and noise pollution.
   2. Definitions
      1. Sediment: Soil and other debris that have been eroded and transported by runoff water.
      2. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction, abatement, and demolition activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, leaves, and tree trimmings.
      3. Rubbish shall consist of rubble, and materials not classified as suitable for backfill, and shall include shrubbery, trees, trash, and garbage.
      4. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalies, herbicides, pesticides, disinfectants, organic chemicals, and inorganic wastes. Some of the above may be classified as “hazardous.”
      5. Sanitary Wastes
         1. Sewage: That which is considered as domestic sanitary sewage.
         2. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
      6. Hazardous Materials and Wastes: As defined by applicable laws and regulations. Contractor shall disinfect and decontaminate any biological waste, such as rodent waste materials, and shall exterminate and remove any live rodents from the demolition Site at Contractor’s expense. Undisclosed hazardous material contamination, if encountered, will constitute a changed Site condition. The Airport may retain a separate contractor to dispose of undisclosed hazardous materials encountered.
      7. Construction Storage Areas: Storage areas for construction equipment and materials shall be designated by the Inspector. Store and service equipment at the designated storage area where oil wastes shall be collected in containers. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the Site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, resins, and other environmentally deleterious substances. No dumping of surplus concrete or grout on the Site will be permitted.
      8. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews and visitors to the Site. Facilities shall be regularly maintained.
      9. Fire Prevention: Take steps to prevent fires including but not limited to the following:
         1. Provide spark arresters on all internal combustion engines.
         2. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
         3. Provide fire extinguisher at hazardous locations or operations, such as welding areas.
      10. Air Pollution and Odor Control: Employ measures to avoid the creation of dust, air pollution and odors.
          1. Store in closed containers all volatile liquids, including fuels and solvents.
          2. No open burning of debris, lumber or other scrap will be permitted.
          3. Properly maintain equipment to reduce gaseous pollutant emissions.
4. Disposal Operations
   1. Solid Waste Management
      1. Contractor shall supply solid waste transfer containers.
      2. Remove, on a daily basis, all debris such as spent air filters, oil cartridges, cans, bottles, combustibles, and litter.
      3. Exercise extreme caution to prevent trash and papers from blowing onto the AOA. Any such debris would pose a serious hazard to aircrafts operating in the area. Contractor shall routinely sweep and visually inspect all haul routes and remove any foreign objects debris (FOD) from the routes and adjacent areas.
      4. Collect and convey rubbish to a sanitary landfill or an appropriate recycling site.
      5. Washing of concrete containers where wastewater may reach adjacent property or natural watercourses will not be permitted. Contractor shall recycle any excess concrete to a sanitary landfill or a recycling facility.
   2. Garbage
      1. Store garbage in covered containers, pick up daily, and dispose of in a sanitary landfill.
   3. Vegetation
      1. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off-site at a suitable disposal site in accordance with applicable regulations.

**1.05  EARTHWORK**

Description

1. The requirements of the General and Special Provisions form a part of this Document.
2. General: Contractor shall perform all excavation, shoring, dewatering, backfilling, compacting, and grading necessary or required for the Work as covered by the Specifications. The excavation shall include, without classification, the removal and disposal of materials of whatever nature encountered, including water and all other obstructions that would interfere with completion of the required Work.
3. Site Access: Access to the Site will be over public and private roads. Contractor shall exercise care in the use of such roads and shall repair, at its own expense, any damage thereto caused by its operations. Such repair shall be made to the satisfaction of the Airport or agency having jurisdiction over the road. Contractor shall take whatever means are necessary to prevent tracking of mud onto existing roads and shall keep all roads used by Contractor free of debris.
4. Barriers: Contractor shall place barriers at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of such excavations. Warning lights shall also be placed along excavations from sunset each day to sunrise of the next day until such excavation is entirely backfilled.
5. Storage of Materials: Contractor shall neatly place excavated materials that are suitable for use as backfill far enough from the excavation to prevent stability problems in the excavation sidewalls.

### PART 2. PRODUCTS

**2.01  EARTHWORK**

Materials

1. Imported Backfill: Imported backfill shall be non-expansive soil with a liquid limit not greater than 40% and a plasticity index not greater than 15%. No more than 5% of the imported backfill shall pass a No. 200 sieve. The material shall be free from clods larger than 6 inches in greatest dimension and rocks larger than 2 inches greatest dimension. The material shall be free from organic matter and debris.
2. Water: The water used shall be reasonably free of objectionable quantities of silt, oil, organic matter, alkali, salts and other impurities. Contractor shall provide written verification of water quality for the Airport’s approval.
3. Airport-Supplied Material: The Airport, at its option, may designate on-Site stockpiles of clean or treated soil for use as backfill.

### PART 3. EXECUTION

**3.01  DEMOLITION**

1. Clearing
   1. Clearing shall consist of the removal of all trees and shrubs or other such vegetation as described in Document 01 11 00 (Scope of Work). Clearing shall include removal of roots to a depth of 5 feet below the ground surface.
2. Existing Structures
   1. Existing structure foundation shall be demolished to completely remove pile caps and/or grade beams and that portion of the pile to the elevations specified in Document 01 11 00 (Scope of Work). Contractor shall limit the excavation and removal of soil within the building footprint to the extent necessary to remove the foundation.
   2. All excavations shall be kept free from water and all construction shall be performed under dry conditions.
   3. The presence of groundwater in excavations will require dewatering operations. Contractor shall furnish, install, maintain, and operate all necessary pumping, storage and other equipment for dewatering all excavations. Contractor shall at all times have sufficient pumping equipment available at the Site for immediate use, including standby pumps for use in case other pumps become inoperable.
   4. Contractor shall provide a sufficient number of pumps to hold the groundwater level at an elevation of not less than 1 foot below the deepest point of the excavation and temporary storage to accommodate two weeks storage for extracted groundwater.
   5. Contractor shall continue dewatering during backfilling operations such that the groundwater is at least 1 foot below the level of the layer being compacted at all times. No compaction of saturated materials will be allowed.
   6. Dewatering devices shall be equipped with adequate filters to prevent the removal of fines from the soil.
   7. Contractor shall be responsible for any damage to the foundations or any other parts of existing structures caused by a failure of any part of Contractor’s protective works. After temporary protective works are no longer needed for dewatering purposes, such works shall be removed by Contractor.
   8. Contractor shall prevent disposal of sediments from the soils to adjacent lands or waterways by employing whatever methods are necessary, including settling basins.
   9. Contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling on or passing over the Site.
   10. Surface water entering the excavation shall be handled as groundwater. Any expense for handling surface water entering the excavation shall be borne by Contractor.
3. Utilities
   1. The Airport will shut down all utility services to the buildings to be demolished. Contractor shall provide a written request for shutting down the utilities a minimum of 14 days prior to the demolition Work. After shutdown, Contractor shall be responsible for disconnecting all utilities from the buildings. Contractor shall be solely responsible for verifying that all utility services have been shut down prior to demolition.
   2. Contractor shall disconnect all utilities, including related meters and equipment in accordance with the following requirements:
      1. Contractor shall supply a written request to the Airport to provide identifications and locations of the known utility services connections that need to be disconnected. Contractor shall provide the request a minimum of 14 days prior to the anticipated date of disconnection. Based on the request, the Airport will locate and mark the disconnection locations. Contractor shall be solely responsible for completing all utility disconnection operations prior to demolition. Any equipment or other facilities damaged by the disconnection activities shall be repaired or replaced at Contractor’s sole expense.
      2. After disconnecting the utilities all underground pipes, conduits or other facilities entering the structures shall be capped by Contractor at a point 5 feet from the edge of demolished buildings.
      3. All electrical wiring and phone cables shall be removed from all duct banks or conduits from the point of the disconnection to the structure to be demolished.
      4. All pipes, conduits, duct banks, or other subsurface abandoned utility facilities shall be grout-filled from the point of the disconnection to the capped point.
   3. Location of existing underground utility systems provided with the Project Manual is approximate. Prior to demolition, Contractor shall hire underground utility locator(s) to verify the accuracy and completeness of the utility information and notify the City Representative of any discrepancies between actual conditions and the provided information. Additional utility information is presented in the various plot plans provided with the Project Manual. Prior to demolition Contractor shall verify the accuracy and completeness of the utility information and notify the City Representative of any discrepancies between actual conditions and the provided information.
4. Backfilling
   1. Backfill for excavations, and other subsurface openings resulting from the utility disconnection and from the foundation removal, shall be filled with either non-contaminated excavated soil, Airport-supplied material, or clean, imported granular fill material. All backfill material shall be compacted to 95% of maximum dry density (ASTM D1557-78) at a moisture content of 2% (based on either wet or dry weight) of the optimum moisture content unless Contractor can demonstrate that the required compaction cannot be achieved under these conditions and an alternate compaction procedure is approved by the City Representative.
5. Disposition of Material and Salvage
   1. Title to materials and equipment to be demolished is vested in Contractor upon receipt of the Notice to Proceed, except for salvageable items identified by the Airport prior to the Notice to Proceed, or in Document 01 11 00 (Scope of Work). The Airport will not be responsible for the condition, loss, or damage to such property after the Notice to Proceed.
      1. Salvageable Items and Materials: Contractor is not required to perform salvage of any materials. Prior to demolition of each structure, the Airport, or its authorized representative, may conduct salvage operations for salvageable equipment, materials, or other items identified prior to the issuance of the Notice to Proceed or in the Scope of Work.
      2. Unsalvageable Materials: Uncontaminated concrete, masonry, and other noncombustible materials, except concrete permitted to remain in place, shall be recycled or disposed of in an approved sanitary landfill in compliance with all applicable laws and regulations.
      3. Contaminated Materials: Contaminated concrete, masonry, soil, sludge, water or other non-combustible materials, except concrete permitted to remain in place, shall be disposed of in accordance with Document 01 35 43.16 (Excavation and Disposal of Contaminated Soil, Sludge, and Water).
6. Clean-up
   1. Debris and rubbish shall be removed from excavations. Debris shall be removed and transported in a manner that prevents spillage onto the AOA, streets, or adjacent areas. Contractor shall comply with all local regulations applicable to hauling and disposal activities.

**3.02  HAZARDOUS WASTE DISPOSAL**

Contractor shall dispose of hazardous materials or contaminated materials in accordance with the Specifications for the type of material. Contractor shall not mix any hazardous materials with common demolition debris.

**END OF DOCUMENT**

## DOCUMENT 01 35 43.07 Recovery, Reuse, and Recycling Requirements

### PART 1. GENERAL

**1.01  SUMMARY**

1. This Document specifies the Airport’s goals and requirements for Construction and Demolition Debris management.
2. Contractor shall develop and implement a Material Reduction and Recovery Plan (MRRP) to comply with the zero waste management requirements of the City and County of Anywhere, CALGreen, the Airport, and all other relevant third-party rating systems described in the Contract Documents, and the AIA Sustainable Planning, Design and Construction Guidelines.

**1.02  REFERENCES**

1. [Anywhere Environment Code: https://example.com](https://example.com/)
   1. Chapter 5, Resource Conservation Ordinance for City Departments
   2. Chapter 7, Green Building Requirements for City Buildings
   3. Chapter 14, Construction and Demolition Debris Recovery Ordinance
   4. Chapter 16, Food Service and Packaging Waste Reduction Ordinance
   5. Chapter 19, Mandatory Recycling and Compositing
2. Title 24 State Building Code Standard part 11, CALGreen: <https://example.com/>
3. Leadership in Energy and Environmental Design (LEED) Green Building Rating System, Version 4.1, or the most current version. U.S. Green Building Council (USBC): [http://example.com](http://example.com/).
4. Envision® green infrastructure rating system, Version 3, or most current version. Institute for Sustainable Infrastructure. <https://example.com/>
5. AIA Sustainable Planning, Design and Construction Guidelines: Available upon request through the AIA Zero Energy and Resilient Outcomes (ZERO) Committee.
6. Treated Wood Waste Fact Sheet provided by the State Department of Toxic Substance Control: <https://example.com/>
7. Universal Waste information provided by CalRecycle: [http://example.com/HomeHazWaste/Uwaste/](http://example.com/)
8. Green Halo System: Material Reduction and Recovery web-based software platform used by the City and the Airport to record all Construction and Demolition Debris records: <http://example.com/>. The User Guide and walk through videos are posted here, [https://example.com](https://example.com/) under “Green Building.”
9. AIA Zero Waste Plan: [https://example.com](https://example.com/)

**1.03  DEFINITIONS**

1. Biomass Energy Generation: The controlled combustion, when separated from other Solid Waste and used for producing electricity or heat, of wood, wood chips, wood waste, and tree and brush prunings. Biomass Energy Generation does not include the controlled combustion of recyclable pulp or recyclable paper materials, or medical or hazardous waste.
2. Class 3 Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste resulting from construction, remodeling, repair, and demolition operations. A Class 3 Landfill must have a Solid Waste facility permit from the State Department of Resources, Recycling and Recovery (CalRecycle), and regulated by the Local Enforcement Agency (LEA).
3. Construction and Demolition (C&D) Debris: Non-hazardous solid resources resulting from Contractor’s construction, remodeling, repair, demolition, and deconstruction operations for the Project. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping or land development projects.
4. Construction and Demolition Recycling Facility: A facility that receives only C&D material that has been separated for reuse or recycling prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse or recycling by weight.
5. Disposal: Acceptance of Solid Waste at a legally operating facility for the purpose of landfilling. This includes Class 3 Landfills and Inert Fill Facilities. State regulations do not consider the Disposal of inert materials at Inert Fill Facilities or Inert Backfill Sites as recycling.
6. Diversion: Use of material for any purpose other than Disposal in a Landfill or tranaiarmation facility, such as source reduction, reuse, recycling, and composting activities that do not result in material being disposed of at permitted Landfills and tranaiarmation facilities.
7. Inert Backfill Site: A location, other than Inert Fill Facility or other Disposal facility, to which inert materials are taken for the purpose of legally filling an excavation, shoring, erosion control, land filling for future development, or other soils engineering operation.
8. Inert Fill Facility: A facility that can legally accept Inert Waste such as asphalt and concrete exclusively for the purpose of Disposal.
9. Inert Solids/Inert Waste: Non-liquid solid resources including, but not limited to, soil and concrete that do not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives and do not contain significant quantities of decomposable solid resources. The water-quality objectives are those established by the Regional Water Quality Control Board pursuant to Division 7 (Section 11111, et seq.) of the State Water Code.
10. Landfill: A Landfill is a waste management facility at which waste is discharged in or on land for disposal, which may (i) accept for Disposal in or on land non-hazardous waste such as household, commercial, and industrial waste, and waste generated during construction, remodeling, repair, demolition, and de-construction operations, and (ii) has a valid, current Solid Waste facility permit from CalRecycle:  <http://example.com/>.
11. Mixed Construction and Demolition Debris Material: Commingled recyclable and non-recyclable materials generated at the Site but excluding materials source-separated for reuse or recycling. The Diversion Recovery rate for Mixed C&D Debris Material taken to one of Anywhere’s Registered Facilities will vary monthly per Registered Facility (percentages are recorded by facilities monthly in Green Halo System). The Recovery rate for Mixed C&D Debris Material taken to a facility not registered by City shall be determined by the local jurisdiction in which that facility is registered. Official documentation of the Recovery rate approved by the local jurisdiction shall be provided by the Contractor. If the facility does not have a locally approved Recovery rate, the Recovery rate is calculated as zero.
12. Mixed Construction and Demolition Debris Recycling Facility: A solid resources processing facility that accepts commingled C&D Debris for the purpose of recovering reusable and recyclable materials and disposing of the non-recyclable residual materials. Depending on the types of materials accepted and operating procedures, a Mixed C&D Debris Recycling Facility may or may not be required to have a Solid Waste facility permit from CalRecycle or be regulated by the LEA.
13. Recover or Recovery: Any activity, including source reduction, deconstruction, and salvaging, reuse, recycling, composting, or anaerobic digestion that causes materials to be recovered for use as a resource and diverted from disposal. Recovery shall not include engineered municipal solid waste conversion.
14. Recycle or Recycling: The process of sorting, cleansing, treating, and reconstituting materials to use the altered form in the manufacture of a new product. Recycling does not include disposal, burning, incinerating, or thermally destroying Solid Waste.
15. Recycling Facility: An operation that can legally accept materials for processing materials into an altered form for the manufacture of a new product. Depending on the types of materials accepted and operating procedures, a Recycling Facility may or may not be required to have a Solid Waste facility permit from CalRecycle or be regulated by the LEA.
16. Registered Facility: Any facility that accepts Mixed C&D Debris Material for processing and recycling and holds a valid registration issued by the City and County of Anywhere pursuant to the Anywhere Environment Code Chapter 14.
17. Reuse: Making new use of material without altering its form. Reuse of materials shall also include the materials removed by Contractor and provided to the Airport for reuse (e.g., furniture, light fixtures, door hardware, etc.).
18. Source-Separated Materials: Materials that are sorted at the site of generation by individual material type for the purpose of reuse or recycling (e.g., demolished concrete that is separated at the Site for delivery to a base course Recycling Facility).
19. Solid Waste: Materials designated as non-recyclable and discarded for the purposes of Disposal.
20. Transfer Station: A facility that can legally accept Solid Wastes for temporarily storing the materials for reloading onto other trucks and transporting to a Landfill for disposal or recovering some of the materials for reuse or recycling. Transfer Stations must be permitted by CalRecycle and be regulated by the LEA.

**1.04  SUBMITTALS**

1. Contractor shall use the Green Halo System to provide all MRRPs and reports for the Project. The Airport’s Green Halo System Administrator or the City Representative will create a Green Halo project account by registering the Project in the Green Halo System for use by Contractor. Contractor shall use this account to prepare and submit the following:
   1. **Material Reduction and Recovery Plan.** Develop and submit a project-specific MRRP for the Project:
      1. Complete the project registration and obtain a Green Halo project tracking number (GH Tracking #: GHxxx-xxx-xxxx).
      2. Provide and upload the MRRP ([http://example.com/)](http://example.com/).
      3. Coordinate the MRRP with the LEED Construction and Demolition Debris Management Plan, the Envision certification requirements, or with an alternative third-party certification program as defined by the Contract.
      4. Comply with the City and County of Anywhere and the Airport’s requirement for a minimum 75% recovery rate from landfill.
      5. Describe Contractor’s approach to managing the Project’s C&D Debris.
      6. Provide Green Halo project tracking number to the Airport’s Building Inspection and Code Enforcement (BICE) office using Form: “Code Review Submittal Application” when submitting for a building permit. Obtain the Form from BICE. Provide the Green Halo project tracking number on the Construction Documents.
      7. When complete, click “Submit” for review and approval by the Airport’s Construction and Demolition Debris Administrator. The Anywhere Department of the Environment will regularly audit the submissions.
   2. **Monthly Material Reduction and Recovery Reports:** Contractor shall provide monthly Material Reduction and Recovery Reports, quantifying the C&D Debris generated and recycled or reused. Contractor shall include manifests, weight tickets, receipts, and invoices specifically identifying the Project and debris material transported to third-party Recycling Facilities.
      1. Materials transported to Recycling Facilities shall include:
         1. Mixed C&D Debris Recycling Facilities.
         2. Class 3 Landfills
         3. Inert materials accepted at Class 3 Landfills as daily cover
         4. Inert Fill Facilities sites
         5. Inert Backfill Sites other than Inert Fill Facilities
      2. Materials transported to the Airport for reuse shall include those materials identified by the Airport prior to demolition.
         1. Contractor shall provide written documentation (email or spreadsheet) to the Airport Division that receives the material to document and identify the materials provided for reuse and shall upload this documentation into the Green Halo System. Weight tickets and receipts are no longer accepted.
      3. When complete, click “Submit” for review and approval by the Airport’s Construction and Demolition Debris Administrator.
   3. **Final Material Reduction and Recovery Summary Report.** Upon Final Completion of the Project, Contractor shall submit the Final Recovery Report showing the weight of all C&D Debris material recovered for the entire Project and the overall recovery rate achieved by Contractor and all Subcontractors. Contractor shall provide the Final Diversion Report in a form usable for the LEED or Envision certification documentation and shall include the report in the LEED or Envision credit form submission.
      1. When complete, Contractor shall click “Submit for Final” to deliver the Final Summary Report for review and approval, prior to contacting BICE to schedule Final Inspection.

**1.05  CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT GOALS**

1. A minimum of 75% of the C&D Debris generated by this Project shall be recovered from Landfill Disposal through a combination of de-construction, salvage for reuse (for sale or donation to a third party), and recycling. No C&D Debris material shall be disposed of in trash or taken to a landfill.
2. C&D Debris shall be managed to comply with the LEED prerequisite requirement and maximize the LEED credit points achieved.
3. Contractor shall employ the following hierarchy of highest and best use for handling C&D Debris in accordance with the EPA “Sustainable Materials Management: Non-Hazardous Materials and Waste Management Hierarchy” Guidance ([https://example.com](https://example.com/)) and as follows:
   1. Implement reduced material usage or reuse of materials before any recycling
   2. Implement recycling or reuse of source-separated material before any recycling of Mixed C&D Debris Material
   3. Implement recycling of Mixed C&D Debris Material before all other forms of disposal
4. Alternative Daily Cover (ADC)
   1. The City allows the inclusion of ADC as recycled material.
   2. The LEED Green Building rating system does not allow the use of ADC to qualify as recycled material. For projects that are required to achieve a LEED certification, Contractor shall only use waste haulers listed in the Green Halo System with the designation “LEED project – disqualifies ADC.”

**1.06  RECYCLING REQUIREMENTS**

1. Source Separated Materials: Contractor shall develop and implement procedures for source-separation, to the greatest extent feasible, for the following types of recyclable or reusable materials:
   1. Asphalt
   2. Concrete, concrete block, slump stone (decorative concrete block), and rock
   3. Soil
   4. Bricks, stone(s), granite, and other finished stone-type materials
   5. Wall board (gypsum sheetrock)
   6. Dimensional lumber, beam(s), and plywood
   7. Fixtures, hardware, doors, and windows
   8. Ferrous and non-ferrous metal
   9. Corrugated cardboard
   10. Carpet and carpet tile
   11. Trees, cleared vegetation, and cut-off or other wood scraps.
2. Mixed C&D Debris: Contractor shall develop and implement procedures for transporting Mixed C&D Debris that cannot be feasibly source-separated, for acceptance by a Mixed C&D Debris Recycling Facility, in compliance with the recycling and reporting requirements requested by the Airport and the City.
3. Source Reduction: Contractor shall coordinate with its Subcontractors and Suppliers to reduce debris at the sources by requiring vendors to deliver materials and products in reusable packaging.
4. On-Site Processing: Contractor shall coordinate with its Subcontractors to develop and implement procedures for on-Site reuse and/or recycling of materials.
5. Handling:
   1. Contractor shall assure that materials shall be free of dirt, adhesives, solvents, petroleum contamination, and other substances harmful to the recycling process. Contractor shall clean materials that are contaminated before placing them in collection containers.
   2. Contractor shall arrange for collection by or delivery to the appropriate recycling center or Mixed C&D Debris processing facility that accepts C&D Debris for purpose of recycling.
6. Hauling: Contractor shall provide collection and trucking to dispose of materials by a permitted waste transporter.
7. Disposal:
   1. Contractor shall legally transport and dispose of materials at a Transfer Station or Disposal facility that cannot be delivered to a source-separated or Mixed C&D Debris Recycling Facility.
   2. Contractor shall not burn, bury, or otherwise dispose of Solid Waste on or off Airport property. Contractor shall not send any C&D Debris material directly to Landfill or to any facility that would incinerate or otherwise process such debris using high temperature technology without submitting a written request to and receiving approval from the Airport and the Anywhere Department of the Environment.
8. Re-Use Programs: Contractor shall participate in re-use programs. Refer to the “Construction and Demolition Recycling Companies Directory,” published by the Anywhere Department of the Environment.

**1.07  JOB SITE ADMINISTRATION**

1. Contractor shall review the Project environmental goals and the MRRP with all Subcontractors and Lower-Tier Subcontractors. Contractor shall make a proactive effort to increase awareness of these goals among Contractor’s workers on the job site.
2. Contractor shall review Safety Data Sheets (previously Material Safety Data Sheets) with workers on the job site. Contractor shall discuss alternatives to minimize exposure to potentially harmful substances.
3. Contractor shall provide adequate recycling, composting, and debris containers on the job site labeled in English and the language(s) used by the construction workers.
4. Contractor shall provide adequate recycling, composting, and debris containers in their field offices in accordance with the Airport’s requirements for recycling, composting, and debris collection. Contractor shall periodically meet with Airport Facilities and Environmental Operations quarterly to confirm and ensure compliance with Airport requirements for recycling, composting, and debris collection.

**1.08  PAYMENT**

1. All costs associated with the Work described in this Document shall be incidental to other work and be included in the overall Contract price. There will not be a separate payment for Work described within this Document.
2. The Material Reduction and Recovery reporting shall be submitted monthly using the Green Halo System. A Portable Document Format (PDF) version of the monthly report shall be submitted with the monthly Application for Payment to the City Representative and is a condition of progress payment. Failure to submit this information shall render the Application for Payment incomplete and unacceptable.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

**3.01 CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT PLAN**

1. Prior to start of the demolition work, Contractor shall obtain Airport approval for the MRRP, Monthly Material Reduction and Recovery Reports, and Final Material Reduction and Recovery Summary Report. Approval of the MRRP, Monthly Reports, and the Final Report will be provided electronically by the Airport’s Construction and Demolition Debris Administrator. Contactor shall submit all documents using the Green Halo System.
2. The Anywhere Department of the Environment will regularly audit the submissions. If the Plan, Monthly Reports, and/or Final Reports are rejected, Contractor shall revise and resubmit to comply with Contract requirements.
3. After award of Contract and before commencement of the Work at the Site, Contractor shall conduct a site assessment to estimate the types and quantities of materials that will be generated by construction and/or demolition at the Site and which materials are anticipated to be feasible and practical for reuse and recycling. Contractor shall complete and submit the MRRP prior to start of the demolition and construction.
4. Implement the approved MRRP throughout the life of the Project in accordance with City and Airport requirements.
5. Implement the approved MRRP throughout the life of the Project to meet LEED, Envision certification requirements, or alternative third-party certification program requirements as described in the Contract.
6. Regularly review and update MRRP as needed to:
   1. Assess the most appropriate method for recycling C&D Debris.
   2. Identify materials that can be reused.
   3. Schedule MRRP activities to be included in the Project schedule.
   4. Determine and schedule the appropriate transportation for the debris.
7. Submit all documentation monthly, using the Green Halo System.
   1. Contractor shall obtain tonnage estimates for all C&D Debrismaterial from all Subcontractors and compile data from all Subcontractors’ MRRP. The MRRP shall include, but not be limited to, the following:
      1. Contractor’s information and Project identification.
      2. Procedures to be used for debris management.
      3. A list of the materials and estimated quantities to be reused, recycled, or transported to a facility that processes Mixed C&D Material.
      4. The names, locations, and permit or license, as applicable, of recycling and reuse facilities and that processes Mixed C&D Material (for mixed debris) that Contractor plans to use for this Project.
      5. Procedures for source separation for the materials that are to be recycled.
      6. Source Reduction: Describe any project practices for this Project which will reduce waste at the source, such as requiring vendors to deliver materials in reusable packaging.
      7. On-Site Processing: Describe procedures in which materials are recycled and/or reused on-Site, such as grinding materials for use on-Site, reuse of lumber for concrete frames, etc.
      8. Procedures to educate and train all employees and Subcontractors on recycling and reuse procedures to be used at the job site.
8. Submit the Final Material Reduction and Recovery Report by pressing the Green Halo System “Submit” button when the Project is complete, and all the weight tags have been submitted online. Provide a PDF copy of the Final Report to the City Representative prior to Final Completion in accordance with the Contract Documents.

**END OF DOCUMENT**

## DOCUMENT 01 35 43.13 Asbestos Remediation

### PART 1. GENERAL

**1.01 SUMMARY**

1. This Document describes the requirements to perform asbestos remediation where specified or when encountered as an unanticipated condition. This Document primarily addresses asbestos remediation in building construction materials (flooring, mastic, etc.).
2. This Document includes the health and safety requirements to perform asbestos remediation activities.
3. Contractor shall review all information and reports relating to asbestos provided by the Airport. The information and reports are provided for Contractor’s convenience and use for identifying where known or suspect materials reside within the Work Area. Contractor shall identify data gaps and conduct its own testing and discovery to definitively identify the full extent of such materials within the Work Area.

**1.02 FIRE MARSHAL REVIEW**

1. Contact the Airport Fire Marshal to review remediation procedures prior to the start of Work.
2. Comply with the Airport Fire Marshal’s as-needed fire safety related requirements.

**1.03 CODES AND REGULATIONS**

1. General Requirements
   1. All Work under this Contract, and any other trade work in conjunction with the disposal of the hazardous material, shall be done in strict accordance with all applicable local, state, and federal regulations, standards and codes governing handling, transportation, and disposal of hazardous waste materials.
   2. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these Documents exists, the most stringent requirements shall be used.
   3. Contractor shall refer to Document 01 41 13 (Regulatory Requirements, References, Definitions, and Acronyms – Hazardous Materials)for applicable codes and regulations.
   4. Contractor shall have copies of all standards, regulations, codes, and other applicable documents (including this Document) available at the job site.

**1.04 WORKER PROTECTION**

Contractor shall ensure that all workers who will work in a full containment environment have received required training, medical monitoring, respiratory protection, and protective clothing as required by Cal/OSHA regulations. Contractor shall provide protective equipment to Contractor’s personnel who are handling, loading and unloading containers. The protective equipment shall consist of disposable head, body, and foot protection of a different color from the remediation personnel in the Work Area and, at a minimum, non-disposable half-face piece, air-purifying, dual cartridge respirators equipped with P100 HEPA Filters. If for any reason a Contractor’s employee at the disposal site suspects that their clothing has become contaminated during the disposal process, he or she shall remove the contaminated clothing at the disposal site, and don clean disposable clothing for the return trip to the remediation site.

### PART 2. PRODUCTS

**2.01 PRODUCTS**

1. General
   1. General Requirements: Contractor shall deliver all materials in their original packages, containers, or bundles bearing the name of the manufacturer and the brand name (where applicable). Materials shall be standard cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be the manufacturer’s latest standard design that complies with this Document. Materials shall essentially duplicate items that have been in satisfactory commercial or industrial use at least two years prior to the Notice to Proceed.
   2. Material Storage: Materials shall be properly stored, adequately protected, and carefully handled to prevent damage before and during installation. Materials shall be handled, stored, and protected in accordance with the manufacturer’s recommendations and in a manner acceptable to the Airport. Contractor shall store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
   3. Damaged Materials: Contractor shall not use damaged, deteriorating, or previously used materials. Contractor shall remove these materials from the job site and dispose of them properly. Items that the Airport or the Airport’s Environmental Consultant deems damaged or defective shall be replaced at no cost to the Airport.
2. Materials
   1. Polyethylene Sheet
      1. Polyethylene Sheet: Contractor shall provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. The largest size possible to minimize seams, 6 mil thick unless otherwise specified, and frosted or black as indicated, should be used in areas where there could be exiting difficulties in case of emergency or lack of equipment or a potential for fire.
      2. Reinforced Polyethylene Sheet: Where the plastic sheet constitutes the only barrier between the Work Area and the building exterior, Contractor shall provide translucent, nylon reinforced or woven, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. The film shall be the largest size possible to minimize seams, 6 mil thick unless otherwise specified, frosted or black as indicated. The reinforced film should be used in exterior applications where the sheet is expected to be stressed by winds or in locations where strength is required.
   2. Spray Poly: Spray Poly may be substituted for a 6-mil layer of polyethylene sheeting. Spray Poly shall only be used with prior acceptance by the Airport.
   3. Warning Signs: Contractor shall post warning signs as required by Cal/OSHA requirements.
   4. Surfactants: Contractor shall apply a surfactant (wetting agent) to all asbestos prior to removal to assist in reducing aerosolization of asbestos fibers in the Work Area. The surfactant shall be used according to the manufacturer’s specifications. The surfactant selected shall be compatible with the type of asbestos being abated, being able to enhance the wettability of the asbestos for dust suppression purposes.
   5. Encapsulants: Contractor shall not use encapsulants that are solvent-based or have a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons. Encapsulants shall not be flammable. Bridging-type encapsulants shall provide a minimum dry film thickness of 0.010 inch. The encapsulants shall be compatible with the replacement insulation materials, and the operating conditions and temperature. For example, encapsulant used for abating fireproofing shall be listed as being compatible by the manufacturer of the replacement fireproofing manufacturer.
   6. Tape and Glue: Contractor shall use tape and/or glue capable of sealing joints of adjacent sheets of plastic and attachment of plastic sheet to finished surfaces without damage to existing finish or unfinished surfaces of dissimilar materials. The tape and/or glue shall be capable of adhering under wet conditions, including use of amended water.
      1. Duct Tape: Contractor shall provide duct tape in 2- or 3-inch widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
      2. Spray Adhesive: Contractor shall provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.
   7. Caulk shall be one of the following, or a suitable equivalent:
      1. Tremco Tremflex 834 Acrylic Latex
      2. Pecora AC-20 Acrylic Latex
      3. DAP Acrylic Latex
      4. Dow Corning Silicone Rubber Sealant
   8. Chemical Floor Tile Glue/Mastic Remover
      1. Contractor shall use a remover capable of removing floor tile glue/mastic without any deterioration of plastic, rubber, or building finishes.
      2. Contractor shall submit material safety data sheets (MSDSs), Cal/OSHA Form No. 20, toxicological reports, and manufacturer’s data information for all chemicals used for mastic removal.
      3. Citrus-based d-limolene-based mastic remover shall not be allowed.
      4. The mastic remover must be of the low odor type. An example is the soybean oil-based mastic remover.
   9. Asbestos Waste Disposal Bags and Drums
      1. Contractor shall use 6 mil polyethylene disposal bags, pre-printed with labels as required by applicable local, state, and federal regulations. Contractor may use disposal drums with locking ring tops, if the drums are made out of fiberboard or polyboard and if drum disposal is approved by the landfill owner. These drums shall not be reused. For asbestos disposal Contractor shall use stick-on labels as per Cal-EPA requirements on disposal drums. If bags are used, provide 6 mil thick leaktight polyethylene bags labeled as follows:
      2. DANGER CONTAINS ASBESTOS FIBERS MAY CAUSE CANCER, CAUSES DAMAGE TO LUNGS, DO NOT BREATHE DUST AVOID CREATING DUST RQ WASTE ASBESTOS, 9 NA2212 PG III (NAERG #171) “CLASS 9 PLACARD”  HAZARDOUS MATERIAL STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE State DEPARTMENT OF TOXIC SUBSTANCES AND CONTROL NAME, ADDRESS, SITE LOCATION, GENERATOR NUMBER P.O.P.S. CERTIFICATION
   10. Wood: Provide (plywood) treated with fire retardant material that conforms to the requirements set forth by the National Fire Protection Association Standard 703, Standard for FireRetardant Treatments of Building Materials. Use in all areas adjacent to possible ignition sources.
   11. Other Materials: Contractor shall provide all other materials, such as lumber, steel studs, plywood, ladders, scaffolds, asbestos removal tools, scrapers, brushes, cleaning materials, adhesive, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area or any materials or tools or means of conveyance, such as hoists or elevators, required for the Work.
3. Equipment
   1. Contractor shall provide a sufficient supply of disposable mops, rags, and sponges for Work Area decontamination.
   2. Contractor shall use a sufficient quantity of Negative Pressure Machines for indoor Work Areas, equipped with HEPA filtration and operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and the U.S. EPA Guidance Document (Guidance for Controlling Friable Asbestos-Containing Materials in Buildings, Appendix J, U.S. EPA 560/5-85-024) to provide a minimum of four Work Area air changes per hour and negative pressure of better than 0.02-in w.g. in all locations at all times. Back up negative pressure units, meeting the requirements of this Document, shall be maintained on-site and be readily available to replace any primary negative air units that may fail during the course of the Work.
      1. Contractor shall investigate and make sure that the electrical power supplied by the Airport is adequate to meet the electrical power demand by the ventilation units. If electrical power is insufficient, Contractor shall notify the Airport.
      2. The Airport will arrange to have adequate power provided. If air-supplied respirators are used, Contractor shall estimate the volume of supplied air and add to workplace air volume when calculating ventilation requirements.
      3. Each Negative Pressure Machine shall include the following:
         1. Cabinet: Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. The width of the cabinet shall be less than 30 inches to fit through standard size doorways. Access to and replacement of all air filters shall be from the intake end. The unit shall be mounted on casters or wheels.
         2. Fans: Rate capacity of fan according to the useable air moving capacity under actual operating conditions.
         3. HEPA: The final filter shall be the HEPA type. The filter media shall be completely sealed on all edges with a structurally rigid frame.
         4. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
         5. Each filter shall be individually tested and certified by the manufacturer to have an efficiency of better than 99.97% when challenged with 0.3-micrometer dioctylphthalate (DOP) particles. On-site testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Each filter shall bear a UL586 label to indicate the ability to perform under specified conditions.
         6. Each filter shall be marked with the name of the manufacturer, serial number, airflow rating, efficiency and resistance, and the direction of test airflow.
         7. Pre-filters: To protect the final filter by removing the larger particles, prefilters are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required: the first stage pre-filter shall be a low efficiency type (e.g., for particles 10 micrometer and larger) and the second stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 micrometer). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.
         8. Instrumentation: Each unit shall be equipped with a magnehelic gauge or manometer to measure the pressure drop across filters and indicate when the filters have become loaded and need to be changed. A table indicating the useable air handling capacity for various static pressure readings on the magnehelic gauge shall be affixed near the gauge or the magnehelic reading, indicating at which point the filters should be changed and noting cubic feet per minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operation.
         9. Safety and Warning Devices: The unit shall have an electrical (or mechanical) lockout to prevent the fan from operating without a HEPA filter. Units shall be equipped with an automatic shutdown system to stop the fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operation, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in the HEPA filter or an obstructed discharge).
         10. Electrical Components: All electrical components shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriter’s Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.
         11. Proprietary Equipment: Contractor agrees to indemnify and hold harmless the Airport and Airport’s Environmental Consultant from any claim, suit, liability, and expense including attorney’s fees, arising out of any infringement of patented technologies including but not limited to the use of negative or differential pressure containment systems.
   3. Personnel Decontamination Units
      1. Shower Pan: Provide a one-piece waterproof shower pan 4 feet by 8 feet by 6 inches deep. Fabricate from seamless fiberglass that is a minimum 1/16-inch thick, reinforced with wood and 18-gauge stainless steel.
      2. Sump Pump: Provide a totally submersible waterproof sump pump with an integral float switch. Provide a unit sized to pump two times the flow capacity of all showers or hoses supplying water to the sump through the filters specified herein when they are loaded to the extent that replacement is required. Provide a unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to the mechanism of the pump. Adjust the float switch so that a minimum of 3 inches remains between the top of the liquid and the top of the sump.
      3. Water Filtration: Provide 20 micron and 5-micron wastewater filters housed in transparent casing in line to the drain or wastewater storage. Change the filters daily or more often if necessary. Locate the filters inside the shower unit so that water lost during filter changes is caught by the shower pan. Pump wastewater to a drain or to storage for use in amended water.
   4. Contractor shall provide a sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g., scrapers, wire cutters, nylon bristle brushes, utility knives, and wire saws).
   5. Contractor shall provide sprayers with pumps capable of supplying amended water spray at a flow rate of two gallons per minute and at a pressure of 500 pounds per square inch (psi) at the nozzle tip.
   6. Contractor shall provide rubber dustpans and rubber squeegees for cleanup.
   7. Brushes used by Contractor for removing asbestos-containing material shall have nylon or fiber bristles, not metal bristles.
   8. Contractor shall provide a sufficient supply of HEPA filtered vacuum systems during cleanup.
   9. Encapsulants used by Contractor shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500 psi range. (Nozzle pressure can be specified depending on the encapsulant’s viscosity and solids content. Tip size shall also be specified based on manufacturer’s recommendations.) All encapsulants shall be applied by trained and experienced personnel. The nature of the encapsulant may affect the requirements for respiratory protection. Vapors that may be given off during encapsulant application shall be taken into account by Contractor when selecting respirators, if other than supplied-air type respirators are used.
   10. Contractor shall provide suitable equipment for inter-room communications, such as “walkie-talkies” or “radio band” communicators. Contractor shall provide the Airport with the frequency utilized by such devices to ensure that a conflict will not exist with other Airport frequencies in use.
   11. Wetting Materials: For wetting prior to disturbance of asbestos materials, Contractor shall use either amended water or a removal encapsulant.
       1. Amended Water: Contractor shall provide water to which a surfactant has been added. Contractor shall use a mixture of surfactant and water which results in adequate wetting of the asbestos and retardation of fiber release during disturbance of the material in accordance with the product manufacturer’s instructions.
       2. Removal Encapsulant: Contractor shall provide a penetrating type encapsulant designed specifically for removal of asbestos. The encapsulant shall be compatible with the replacement insulation, operating conditions (humidity, temperature, acidity, etc.). For fireproofing, the encapsulant must be listed by the replacement fireproofing manufacturer as being compatible.

**2.02 AIR MONITORING**

1. Filters: 0.45 to 0.8-micron mixed cellulose ester filters (MCEF) with backup pads will be used.
2. Cassettes: 25-millimeter cassettes with a conductive cowl will be used for airborne asbestos sampling.
3. Sampling Equipment
   1. The following types of sampling pumps will be used for asbestos monitoring, if required:
      1. Constant flow pump with a range of 0.75 to 5.0 liters per minute (lpm), battery charger and equipment.
      2. High volume pump with a range of 2 to 10 lpm.
      3. Rotameter or other calibrator with current (within six months) calibration chart.
      4. Tripod.
      5. Extension cords.

**2.03 WORKER PROTECTION**

1. Protective Clothing
   1. Coveralls: Contractor shall provide one-piece disposable clothing including head, foot and full body protection in sufficient quantities and adequate sizes for all workers and authorized visitors. This clothing shall consist of material impenetrable by asbestos fibers. The disposable clothing shall be opaque and non-revealing. Disposable clothing may not be worn over the worker’s work clothes. This disposable clothing may be re-worn provided it remains inside the equipment room until ready for cleaning or disposal. Cleaning shall adhere to guidelines outlined in 29 CFR 1926.1101.
   2. Boots: Contractor shall provide, at no cost, work boots with nonskid soles, and where required by Cal/OSHA, foot protectors, for all workers. Do not allow boots to be removed from the Work Area for any reason after being contaminated with asbestos. Thoroughly clean, decontaminate, and bag boots before removing them from Work Area at the end of the Work.
   3. Hard Hats: Contractor shall provide head protectors (hard hats) as required by Cal/OSHA for all workers. Require hard hats to be worn at all times that Work is in progress that may potentially cause head injury. Provide hard hats of a type with plastic strap type suspension. Require hats to remain in the Work Area throughout the Work. Thoroughly clean, decontaminate, and bag hats before removing them from Work Area at the end of the Work. Hard hats older than the manufacturer’s expiration date shall not be used.
   4. Goggles: Contractor shall provide eye protection (goggles) as required by Cal/OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
   5. Gloves: Contractor shall provide work gloves to all workers as required. Do not remove gloves from Work Area. Dispose of gloves as asbestos-contaminated waste at the end of the Work.
2. Additional Protective Equipment: Disposable coveralls, head covers, and footwear covers shall be provided by Contractor for the Airport, Airport’s Environmental Consultant, and other authorized representatives who may monitor the job site. Any authorized visitor who enters the Work Area shall be required to provide their own respiratory protection. Contractor shall ensure that all authorized visitors provide proof of appropriate HAZWOPER and respiratory fitness documentation.
3. Air Purifying Respirators and Cartridges
   1. Powered Air Purifying Respirators (PAPR) Full Face Mask: Contractor shall supply each worker with a PAPR assigned specifically to that worker. Contractor shall require the entire exterior housing of respirator including blower unit, P100 filter cartridges, hoses, battery pack, facemask, belt, and cords to be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting the battery pack during washing. An extra battery pack for each respirator shall be provided so that one can be charging while one is in use.
   2. Air Purifying Respirators Half Face Mask: Contractor shall supply a sufficient quantity of non-disposable half face respirators.
   3. Filter Cartridges: Contractor shall provide, at a minimum, P100 HEPA type filters labeled with NIOSH and MSHA certification for radionuclides, radon daughters, dust, fumes, and mists, including asbestos containing dusts and mists. Contractor shall supply a sufficient quantity of P100 HEPA respirator filters, so that workers can change filters as needed. HEPA elements in filter cartridges shall be protected from wetting during showering by manufacturer’s caps designed for this purpose.
4. Supplied Air Respirator Systems: Contractor shall provide equipment capable of producing air of Compressed Gas Association (CGA) Grade D quality or better and volume required by the above reference standards applied to the job site conditions and crew size, if required, for asbestos remediation in enclosed areas. Comply with provisions of this specification if more stringent than the governing standard.
   1. Face piece and Hose: Contractor shall provide full face piece and hose (by the same manufacturer) that has been certified by NIOSH/MSHA as an approved Type “C” respirator assembly operating in pressure demand mode with a positive pressure face piece.
   2. Auxiliary Backup System: In atmospheres, which contain sufficient oxygen (greater than or equal to 19.5% oxygen); Contractor shall provide a pressure demand full-face piece supplied air respirator equipped with an emergency backup HEPA filter cartridges.
   3. Warning Device: Contractor shall provide a warning device that will operate independently of the building’s power supply. The alarm shall be located so that it is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the Work Area and at the compressor. The alarm shall be connected to warn of:
      1. Compressor shut down or other fault requiring use of backup air supply
      2. Carbon Monoxide (CO) level in excess of 5 PPM.

### PART 3. EXECUTION

**3.01 FULL CONTAINMENT REQUIREMENTS**

1. General Preparations: The procedures described below shall be followed when asbestos remediation is performed in enclosed areas or when the procedure is applicable to all asbestos remediation activities:
   1. Background Sampling: The Airport’s Environmental Consultant will take background air samples to establish the Controlled Area pre-existing conditions prior to Contractor’s Work Area preparation.
   2. Notifications: Contractor shall not begin Work until all notifications to BAAQMD, Cal/OSHA and Airport Fire Marshal are performed and the Airport has reviewed and commented on all required submittals.
   3. Equipment Staging: Prior to erecting plastic sheeting temporary enclosure, place all tools, scaffolding, and other equipment necessary for the Work, in the area to be isolated.
   4. Equipment and Furniture Removal: Contractor shall remove loose equipment and objects from Work Area, provided such removal does not disturb the asbestos material to be removed. Remove all uncontaminated movable furniture, equipment, and/or supplies from the Work Area. All furniture, equipment, and/or supplies stored in an area shielded from exposed fireproofing shall be deemed uncontaminated unless otherwise indicated on the project plans. All such items stored in an area NOT shielded from exposed fireproofing shall be considered potentially contaminated. Contractor shall wet wipe, HEPA-vacuum their surfaces before moving them from the Work Area.
   5. Barricades and Signage: The first work procedures shall be the erection of barricades, posting of notices and warning signs, and sealing off existing openings into the Work Area and Controlled Areas. Contractor shall erect appropriate warning signs that barricade to public access all areas adjacent to the removal site.
   6. Security: Contractor shall be responsible for the security of the area and equipment throughout the project. Contractor shall provide adequate security measures to ensure the safety of the building, equipment, and property as well as to prevent the exposure of anyone to asbestos.
   7. Temporary Barriers: Contractor shall seal with temporary barriers all doorways, windows, cased openings, roof vents, pipe openings, and corridors that will not be used for passage during Work.
   8. Electrical Lockout and Temporary Lighting: Contractor shall shut down, disconnect, and lockout all electric power to the Work Area, using Cal/OSHA lockout tag out procedures if required, so that there is no possibility of its reactivation until after clearance testing of the Work Area has been performed. Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements and Cal/OSHA requirements for temporary lighting normal to remediation Work Areas. Ground fault protection procedures shall be utilized.
   9. Communication Equipment: Contractor’s communication equipment shall be in place, in operating condition, and shall remain in operation during the Work.
   10. Pedestrian and Vehicle Obstructions: Contractor shall perform Work to ensure minimum interference with pedestrian and vehicular traffic. Contractor shall not close or obstruct roads, streets, alleys, sidewalks, or passageways without permission from the Airport.
   11. Pre-cleaning: Fixed objects within the Work Area (e.g., perimeter radiators) shall be pre-cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Except when otherwise specified, joints of covers or casings shall be sealed with tape, and fixed objects shall be enclosed with a minimum double layer of 6 mil plastic sheeting sealed airtight with duct tape. The Work Area shall be cleaned using HEPA vacuum equipment or wet cleaning methods as appropriate. Contractor shall not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
   12. Protection of Adjacent Areas: Adjacent areas not undergoing asbestos material removal, but which are necessary routes to and from the Work Area, shall be protected with one layer of 6 mil polyethylene sheeting on floors, preferably with sticky-back. Use masonite panels to help prevent damages to carpets, flooring, etc.
   13. Emergency Exits: Contractor shall maintain emergency and fire exits from the Work Area or establish alternate exits satisfactory to the fire officials.
   14. HVAC Isolation: Contractor shall use Cal/OSHA lockout/tag out procedures to lock out power to all heating, ventilation, and air conditioning system components that supply or pass through the Work Area. Contractor shall individually seal all intakes and exhaust vents in the Work Area with duct tape and two layers of 6-mil polyethylene. If the HVAC system cannot be powered down, such intakes and exhaust vents must be additionally covered with rigid barriers (plywood, sheet metal, etc.).
   15. Water Usage: The Airport will provide water to Contractor for use in the Worker Decontamination Enclosure System. Contractor shall connect its water system to the existing water system (including a backflow prevention valve connection). The water connection to the Airport’s existing potable water system shall be limited to a maximum flow of 10 GPM each for hot and cold water supply. Contractor may need to bring their own electric water heater for this purpose if hot water is not supplied.
   16. Construction Trailer Staging: Contractor shall prepare a secured area for parking its trailer and storing materials, equipment, and containerized asbestos wastes. Contractor shall provide a locked dumpster if necessary. Contractor shall provide all required signs, including those for directing traffic at the staging area. Contractor shall coordinate the location for the staging area with the Airport.
   17. Preparation Inspection: The Airport’s Environmental Consultant will inspect all enclosures for completeness prior to Work. Any down time resulting from this inspection will be at Contractor’s expense.
2. Temporary Enclosures
   1. Work Area: The location where Work of the Contract occurs. It may be a portion of a room, a single room, or a complex of rooms. A Work Area is considered contaminated during the Work and shall be isolated from the balance of the building and decontaminated at the completion of the asbestos-control Work.
      1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the Work, clean those areas in accordance with the procedures indicated in this Document. Perform all such required cleaning or decontamination at no additional cost to the Airport.
      2. Prior to completion of Work Area isolation, place in the area to be isolated all tools, scaffolding, staging, etc., necessary for the Work.
      3. If fixed scaffolding is to be used, HEPA vacuum and wet clean the area prior to installing scaffolding.
      4. Do not remove any electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, and escutcheon plates, which cover any part of the surface to be worked on. These items shall be treated as fixed objects and be cleaned and covered and left in place.
      5. Clean all surfaces in the Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of the primary barrier.
   2. Inspection Windows: Install inspection windows in locations shown on the Drawings or as directed by the Airport’s Environmental Consultant. Each inspection window shall have a 24-inch by 24-inch viewing area fabricated from 1/4 inch clear acrylic or polycarbonate sheet. Install the window with its top at 6 feet and 6 inches above floor height in a manner that provides unobstructed vision from the outside to the inside of the Work Area. Protect the window from damage from scratching, dirt, or any coatings used during the Work. A sufficient number of windows shall be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled areas shall be covered with a removable plywood hatch secured by lock and key. Provide keys to the Airport’s Environmental Consultant for all such locks.
   3. Emergency Exits
      1. At each existing exit door from the Work Area, provide the following means for emergency exit:
         1. Arrange the exit door so that it is secure from outside the Work Area but permits exit from the Work Area as well as emergency entry. Such emergency exit doors must NOT be taped. A plastic sheeting independent of the continuous protection on the wall can be used to seal the door such that it can be opened from either side in the event of an emergency.
         2. Mark the outline of the door on primary and critical barriers with luminescent paint in lines at least 1 inch wide. Hang a razor knife or scissors on a string beside the outline. Arrange critical and primary barriers so that they can be easily cut with one pass of the razor knife. Paint the words “EMERGENCY EXIT” inside the outline with luminescent paint in letters at least 1 foot high and 2 inches thick.
         3. Emergency lighting (battery powered) shall be provided at all emergency exits routes.
   4. Critical Barriers
      1. Completely separate the Work Area from other portions of the building and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, and by sealing cracks leading out of the Work Area with duct tape.
      2. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain the seal until all Work, including Project Decontamination, is completed. Take care when sealing lighting fixtures to avoid melting or burning the sheeting.
      3. Provide sheet plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
      4. Mechanically support sheet plastic independently of duct tape or spray adhesive seals so that the seals do not support the weight of the plastic. The following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if accepted by the Airport’s Environmental Consultant.
         1. Plywood squares 6 inches by 6 inches by 3/8 inch held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through the center of the plywood and duct tape on the plastic so that the plywood clamps the plastic to the wall. Locate plywood squares at each end, corner, and at maximum 4 feet on centers.
         2. Nylon or polypropylene rope minimum 1/4 inch in diameter suspended between supports securely fastened on either side of the opening at maximum 1 foot below the ceiling. Tighten the rope so that it has a 2-inch maximum dip. Drape the plastic over the rope from outside the Work Area so that a 2-foot flap of plastic extends over the rope into the Work Area. Staple or wire the plastic to itself 1 inch below the rope at maximum 6 inches on centers to form a sheath over the rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a “shelf” upon which debris could collect.
      5. Clean all potentially contaminated furniture, equipment, and/or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, prior to being moved or covered.
      6. All electrical and mechanical items, such as lighting fixtures, electrical wires, HVAC ductwork, and escutcheon plates, entering or leaving the Work Area shall become part of the critical barrier.
      7. As required to prevent interference with the Work, remove all general construction items such as cabinets, casework, doors and window trim, moldings, and ceilings, which cover the surface of the Work. Clean and decontaminate and/or dispose of all such materials upon completion of all removal Work. Provide decontamination units in accordance with Article 3.04.
      8. Provide a negative pressure system in accordance with Article 3.03.
      9. Provide a pressure differential system.
      10. Clean the housings and ducts of all overspray materials prior to the erection of any critical barrier that will restrict access.
   5. Primary Barrier
      1. Protect the building and other surfaces in the Work Area from damage from contamination from asbestos-containing debris, slurry, or high airborne fiber levels by covering with a primary barrier as described below.
      2. The primary barrier shall consist of two layers of polyethylene sheeting on perimeter walls and the floors, or as otherwise recommended in writing by the Airport’s Environmental Consultant. Perform Work in the following sequence:
         1. Where fire doors have been removed, seal windows and doorways leading out of the Work Area with 1/4 inch plywood. Doorways heading out of the Work Area where fire doors remain shall be closed and locked. These areas may now be considered as part of the perimeter wall.
         2. Cover all walls and floors in the Work Area including critical barriers with two layers of polyethylene sheeting a minimum of 6 mil thickness mechanically supported and sealed with duct tape or spray-glue in the same manner as critical barrier sheet plastic barriers. Tape all joints with duct tape or as otherwise indicated in the Contract Documents or in writing by the Airport’s Environmental Consultant.
      3. Repair any polyethylene sheeting that has been damaged by removal operations or where the seal has failed and allowed water to seep between the layers. Cover the affected sheeting and wipe down the entire area. Install new sheet polyethylene only when the area is completely dry.
   6. Secondary Barrier
      1. Over the primary barrier, install a clear 6-mil sheet plastic as a drop cloth in all areas where asbestos removal Work is to be carried out. Completely cover the floor with sheet plastic.
      2. Remove and replace the secondary barrier (drop cloth) at end of each work shift or as Work in an area is completed. Fold the plastic toward the center of the sheet and pack in disposal bags. Keep the material on the sheet continuously wet until bagged.
   7. Stop Work: If the critical or primary barrier fails or is breached in any manner, stop Work and notify the Airport and the Airport’s Environmental Consultant immediately. Do not re-start Work until authorized in writing by the Airport’s Environmental Consultant.
3. Alternative Methods of Enclosure: Alternate methods of containing the Work Area may be submitted to the Airport’s Environmental Consultant for review and acceptance. Do not proceed with any such method(s) without prior written acceptance of the Airport’s Environmental Consultant.
4. Extension of Work Area: If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add the affected area to the Work Area, enclose it as required by this Document and the Specifications, and decontaminate it as described herein.

**3.02 MINI ENCLOSURES**

1. The procedures described in this Article shall be followed when asbestos remediation is performed in enclosed areas or when the procedure is applicable to all asbestos remediation activities.
2. Sequence of Work: Carry out the Work of this Article sequentially. Complete each activity before proceeding to the next. Before beginning the Work of this Article, construct a personnel decontamination unit in accordance as described in this Document, for use after the completion of each day’s Work when using mini-enclosures.
3. General
   1. A mini enclosure consists of a small workroom with an attached separate change room. Worker decontamination requires a remote personnel decontamination unit.
      1. Work Room: Construct the workroom in the same manner as a primary barrier fabricated from 6-mil sheet plastic. Arrange so that the primary barrier provides both a critical and primary barrier. Line the walls and floor of the workroom with a continuous secondary barrier.
      2. Change Room: Provide an adequately dimensioned change room, with additional space as required for storage, attached to each workroom. Fabricate the change room from 6-mil sheet plastic in the same manner as a primary barrier. Locate so that access to the Work Area is through the change room.
         1. Cover the floor in front of the entry to the change room with one layer of 6-mil sheet plastic. Securely anchor the sheet plastic to prevent slipping.
         2. Provide a flapped door as entry to the change room and entry from the change room to the workroom. Fabricate each flapped door from overlapping contacting layers of sheet plastic. Fasten each layer on the top and one side. Each flap is to be 3 inches longer than door opening. Reinforce the free side and bottom of each sheet with duct tape. Alternate sides that are fastened on each layer. On the inside and outside of the door, use duct tape to form arrows pointing to the entry side.
   2. Signage: At the entry to the change room, post a manufactured caution sign as required by 29 CFR 1926.
   3. Complete requirements as described in this Document for the following:
      1. Worker Protection
      2. Respiratory Protection
      3. A 600 CFM Negative Pressure Machine shall be used for compliance with this requirement. Provide a minimum of eight air changes per hour in the workroom. The Negative Pressure Machine shall be placed inside the mine enclosure, wherever feasible.
      4. Prior to the start of Work, the Airport’s Environmental Consultant will inspect all mini enclosures for completeness.
   4. Require that any time a worker enters the workroom, implement the following procedure:
      1. Outside of the change room, remove all street clothes and don clean coveralls and respirator. A second disposable suit may be worn beneath outer coveralls.
      2. Enter the change room. Be sure that the entry is completely closed.
      3. Enter the workroom. Be sure that the entry is completely closed.
   5. Worker Decontamination
      1. Require that any time a worker leaves the mini enclosure, implement the following procedure:
         1. Maintain a bucket of clean potable water in the Work Area. Do not amend with a wetting agent.
         2. Remove contaminated suit inside the Work Area. Leave respirator in place.
         3. Wash hands, face, and surface of the respirator with soap and water and wet paper towels. Use caution to avoid breaking the seal between the respirator facepiece and face.
         4. Leave the respirator in place and proceed to the change room.
         5. Be sure that the entry to the Work Area is completely closed.
         6. In the change room, don a clean disposable suit while leaving the respirator in place.
         7. Exit the change room. Be sure that the entry to the change room is completely closed. Proceed to the next mini-enclosure, or a remote shower.
         8. At the end of the workday, decontaminate fully in accordance with procedures described in this Document.
   6. Material Decontamination
      1. Require that the following procedure be used in removing equipment and bagged debris from the workroom:
         1. Three workers are required: one in the workroom, one in the change room, and one in the step off area.
         2. The worker in the workroom cleans equipment and bagged debris and hands one piece of equipment or one bag of debris at a time to the worker in the change room.
         3. The worker in the change room wet cleans each piece of equipment or bag and stores them in the change room. Equipment is sealed completely in 6-mil sheet plastic in the change room.
         4. When the amount of stored material in the change room becomes large enough that the worker cannot clean incoming material without contacting previously cleaned material, the door between the workroom and the clean room is closed.
         5. The worker in the change room then passes each item into a new disposal bag held open in the doorway between the changing room and step off area by the worker on the step off area. The worker on the step off area places each bag in a sealed cart for transport to the load out area. No bags shall be stored outside of the mini enclosure.
         6. All bags shall be transported through the building in clean sealed containers that have never been inside an asbestos Work Area, mini enclosure, or decontamination unit.
         7. Mini Enclosure Decontamination: At completion of all Work, decontaminate the Work and change rooms as set forth herein.

**3.03 NEGATIVE PRESSURE SYSTEMS**

1. The procedures described in this Article shall be followed when asbestos remediation is performed in enclosed areas or when the procedure is applicable to all asbestos remediation activities:
   1. Quality Assurance
      1. Pressure Differential Monitor: Monitor pressure differential across each decontamination unit with a differential pressure meter equipped with a seven-day circular chart recorder and datalogger. The meter shall be equipped with an audible warning, which will sound if the pressure differential drops below 0.02 inch of water.
      2. Emergency Power Back-up: Provide emergency backup power for Negative Pressure Machines.
   2. Objectives
      1. Air Filtration Devices: Install HEPA filtered Negative Pressure Machines (air filtration devices or AFDs) to exhaust a sufficient amount of air from the contained area to outside the building, resulting in a negative pressure and thereby minimizing or eliminating airborne fiber migration.
      2. Make-up Air: Minimize potential for heat related illnesses to workers and lower Work Area airborne fiber levels by either providing increased exhaust or by recirculating air in the Work Area via AFDs.
   3. Pressure Differential: Provide a fully operational Negative Pressure System within the Work Area, maintaining a pressure differential across Work Area enclosures of -0.02 inch of water or better, at all locations and at all times. Before disturbance of any asbestos-containing material, demonstrate to the Airport’s Environmental Consultant the pressure differential by use of pressure differential meters or manometers.
   4. Monitoring: Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area with a monitoring device that incorporates a chart recorder and datalogger.
   5. Preparation of the Work Area
      1. Location of Exhaust Units: Locate exhaust unit(s) so that makeup air enters the Work Area primarily through the decontamination facilities and traverses the Work Area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources. Place the end of unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape. Note that covering any part of the exhaust end of the unit reduces the capacity of the unit (cfm), which may then require that additional Negative Pressure Machines be added. Exhaust Locations: Ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. A minimum 12-inch diameter extension ducting shall be used to reach from the Work Area to the outside, when required.
      2. Supplemental Makeup Air Inlets: Where required for proper air flow through the workspace, provide openings in the plastic sheeting that allow air from outside the Work Area into the Work Area, in a location and manner accepted by the Airport’s Environmental Consultant. Locate auxiliary makeup air inlets as far as possible from the exhaust unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas. Cover with weighted flaps to reseal automatically if the negative pressure system should shut down for any reason. Spray the flap and around the opening with spray adhesive so that the flap seals if it closes.
   6. Use of Negative Pressure Systems
      1. General: Each unit shall be serviced by a dedicated minimum 110-120V circuit with an overload device tied into an existing building electrical panel that has sufficient spare capacity to accommodate the load of all negative pressure units connected. Dedication of an existing circuit may be accomplished by shutting down existing loads on the circuit.
      2. Testing the System: Test the negative pressure system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) (one at a time). Demonstration of the operation and testing of the negative pressure system to the Airport’s Environmental Consultant shall include but not be limited to the following:
         1. The plastic barriers and sheeting move lightly in toward the Work Area.
         2. The decontamination unit curtains move lightly in toward the Work Area.
         3. There is a noticeable movement of air through the decontamination unit. Use a non-irritant smoke tube to demonstrate air movement from clean room to shower room, from shower room to equipment room, and from equipment room to Work Area.
         4. There is a positive motion of air across all Work Areas in which Work will be performed. Demonstrate using non-irritants.
         5. Use a differential pressure meter or manometer to demonstrate a pressure difference of at least 0.02 inch of water across every barrier separating the Work Areas from the adjoining areas, including with the adjacent floors.
      3. Use of the System During Remediation Operations
         1. Starts exhaust units before beginning Work (before any asbestos-containing material is disturbed). Run units continuously to maintain a constant negative pressure until decontamination of the Work Area is complete. Do not turn off units at the end of the work shift or if remediation operations temporarily stop.
         2. Do not shut down Negative Pressure System during encapsulation procedures, unless authorized by the Airport’s Environmental Consultant in writing.
         3. Start remediation Work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all remediation Work and do not resume until power is restored and exhaust units are operating again.
         4. At completion of the remediation Work, allow exhaust units to run as specified herein, to remove airborne fibers that may have been generated during remediation Work and cleanup and to purge the Work Area with clean makeup air. If dry or only partially wetted asbestos material was encountered during remediation Work, the units may be required to run for a longer time after decontamination.
      4. Dismantling the System: When a final inspection and the results of final air clearance tests indicate that the area has been decontaminated, remove exhaust units from the Work Area. Before removing the units from the Work Area, remove and properly dispose of the pre-filter, and seal the intake vent with 6-mil polyethylene to prevent environmental contamination from the filters.
   7. Temporary Pressure Differential and Air Circulation Systems
      1. Ventilation Requirements: Provide fully operational negative pressure systems supplying a minimum of four air change per hour and better than -0.02 in. w.g.
      2. Installation Precaution: Openings made in the enclosure system to accommodate the exhaust units shall be made airtight with tape and/or caulking as needed. If more than one unit is installed, only one unit shall be turned on at a time to check the integrity of wall barriers for secure attachment and the need for additional barrier reinforcement.
      3. Electrical Requirements: Adequate ground-faulted power supply systems shall be used for the ventilating units.
      4. Exhaust Monitoring: Careful installation, air monitoring, and daily inspections shall be done to ensure that the ducting does not release fibers into uncontaminated adjacent building areas and the outside.
      5. Documentation: The proper operation of ventilation units (including all filter changes) shall be documented in the daily log.
      6. Testing and Monitoring of the Enclosure Systems for Leakage
         1. Contractor shall use non-irritants, or the equivalent, to test the effectiveness of the barrier systems prior to obtaining an isolation inspection from the Airport’s Environmental Consultant. Prior to any smoke testing, Contractor shall make suitable arrangements with the Airport and the fire department having jurisdiction over the building to ensure that no inappropriate response to the smoke is made by the fire department.
         2. Once the enclosure systems are constructed and reinforced as necessary, Contractor shall test the enclosure systems for leakage using non-irritants. During this test, the ventilation units shall not be in operation. If leaks are detected, Contractor shall repair or reconstruct the enclosures as needed. Ventilation equipment shall be sufficient to maintain a minimum pressure differential of minus 0.02 inch of water column relative to adjacent, unsealed areas. Contractor shall monitor the pressure differential continuously with a seven-day circular chart recorder and datalogger. At no time shall the building ventilation system be used as the local exhaust system.

**3.04 DECONTAMINATION UNITS**

1. Description of Work: Provide personnel and equipment decontamination facilities in order to prevent contamination and exposure to persons or areas outside of the Work Area.
   1. All decontamination units shall be constructed by using an existing room or enclosure or built utilizing a suitable wood, plastic, or metal frame.
   2. Portable prefabricated units may be used if they are of suitable construction.
   3. Decontamination units shall be securely attached to the Work Area utilizing framed-in tunnels or attached at the Work Area ingress-egress point.
   4. The construction and attachment of the decontamination units to Work Areas under negative pressure shall not compromise the air tightness of the Work Area.
   5. Decontamination units attached to Work Areas under negative pressure shall be maintained at all times to ensure proper air tightness.
   6. Repairs of defects shall be undertaken immediately upon discovery of said defects.
   7. All decontamination units shall be inspected and cleaned at the end of each workday.
   8. Prefabricated decontamination units and showers shall be clean upon arrival at the job site and shall be subject to the acceptance of the Airport’s Environmental Consultant before they are used for the Work.
   9. All ingress and egress of personnel and visitors to and from Work Areas under negative pressure shall be through a worker decontamination unit. All egress of personnel and visitors from exterior Work Areas shall be through a worker decontamination unit.
   10. All ingress and egress of equipment to and from Work Areas under negative air pressure, and wastes from any Work Area shall be through a separate equipment decontamination unit.
2. Personal Decontamination Unit
   1. Provide a personnel decontamination unit consisting of a changing or clean room, shower room, and equipment room. Require all persons without exception to pass through this decontamination unit following the completion of the work shift.
   2. Changing Rooms (Clean Room)
      1. Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. Construct the room using black or frosted polyethylene sheeting, as necessary, at least 6 mil thick, to provide an airtight seal between the changing room and the rest of the building. Locate so that access to the Work Area from the changing room is through the shower room. Separate the changing room from the building and shower room by a triple flapped sheet polyethylene doorway.
      2. Provide one change room for men and another for women. The sizes of the change rooms can be prorated with the gender distribution of the work crew.
      3. Require workers to remove all street clothes in the changing room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes or naked from the showers.
      4. An existing room may be utilized as the changing room if it is suitably located and of a configuration whereby workers may enter the changing room directly from the shower room.
      5. Keep the floor of the changing rooms dry and clean at all times. Do not allow overflow water from the shower to wet the floor in the changing room.
      6. Provide a continuously adequate supply of disposable bath towels, soap and shampoo.
      7. Post information for all emergency telephone numbers and procedures.
      8. Provide one storage locker per employee.
   3. Shower Room
      1. Provide a completely watertight operational shower to be used for passage by cleanly dressed workers entering the Work Area from the changing room, or for showering by workers exiting the Work Area after undressing in the equipment room.
      2. Construct room by providing a shower pan and two shower walls in a configuration that will cause water running down the walls to drip into the pan. Install a freely draining wooden floor in the shower pan at the elevation of the top of the pan.
      3. Separate the shower room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
      4. Separate the shower room from the changing room with airtight walls fabricated of 6-mil polyethylene.
      5. Provide splash proof entrances to the changing and equipment rooms with two doors arranged in the following configuration:
         1. At each entrance to the shower room, construct a door frame out of 2-inch by 4-inch lumber with 1-1/2 inch jambs (sides) and 1-1/2 inch head (top) and sill (bottom). Attach to this door frame three alternating overlapping flaps of 6 mil plastic sheeting, fastened at the head (top) and jambs (sides) by clamping between a 1-1/2 inch by 3/4 inch batten and frame. Overlap the flaps a minimum of 6 inches in a direction that presents a shingle like configuration to the water stream from the shower. Overlap sill (bottom) by 1-1/2 inch minimum. Arrange so that any air movement out of the Work Area shall cause the flaps to seal against the door frame.
         2. At 1 foot toward the shower from each entrance to the shower room, construct a second 2 inches by 4 inches door head (top). Attach to this door head a one piece flap of black 6 mil plastic sheeting, fastened at the top (by clamping between a 1-1/2 inch by 3/4 inch batten and head), overlapping onto each side of the shower unit by 1-1/2 inch and stopping 1 inch clear of the shower floor.
         3. Provide a shower head and controls.
         4. Provide temporary extensions of existing hot and cold water or provide a temporary hot water heater.
   4. Exiting Work Area
      1. Before leaving the Work Area, the worker removes all gross contamination and debris from coveralls and feet. The worker proceeds to the equipment room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in the contaminated end of the equipment room. Disposable coveralls are placed in a bag for disposal with other material. Decontamination procedures as described in this Document, shall be followed by all individuals leaving the Work Area.
      2. Proceed to shower room. After showering, the worker moves to the changing room and dresses in either clean disposable clothing for another entry or street clothes if leaving.
3. Equipment Decontamination Unit
   1. An equipment decontamination unit, attached to Work Areas under negative air pressure and adjacent to all exterior Work Areas, shall be constructed at all locations where equipment enters and exits the Work Area and wastes exit the Work Area.
   2. The equipment decontamination unit shall consist of two separate chambers and include a washroom and a holding room, each separated from the other by curtained doorways.
   3. The washroom shall:
      1. Be attached to or adjacent to the Work Area and contain an air lock leading to the holding room.
      2. Be separated from the Work Area and the holding room by curtained doorways.
      3. Be completely sealed against water leaks.
   4. The holding room shall:
      1. Be situated between the washroom and the uncontaminated area.
      2. Be separated from the washroom and the uncontaminated area by curtained doorways.
4. Cleaning and Decontamination Units: Clean debris and residue from the inside of the decontamination units on a daily basis or as otherwise indicated on Contract Plates. Damp wipe or hose down all surfaces after each shift change. Clean debris from the shower pans on a daily basis. If the changing room becomes contaminated with asbestos containing debris, abandon the entire decontamination unit and erect a new decontamination unit. Use the former changing room as an inner section of the new equipment room.

**3.05 WORKER PROTECTION**

1. General
   1. Standards Required: Contractor shall provide worker protection as required by the most stringent State and Federal OSHA and/or EPA standards applicable to the Work. The following procedures are minimums to be adhered to regardless of the fiber count in the Work Area.
   2. Protective Equipment Usage: Each time the Work Area is entered following Work Area preparation, remove all clothes in the changing room of the personnel decontamination unit and put on a new disposable coverall, a new head cover, and a clean respirator. Proceed through the shower room to the equipment room and put on work boots.
2. Description of Work: This Article describes the equipment and procedures required for protecting workers against asbestos, contamination, and other workplace hazards.
3. Worker Training
   1. Personnel Requiring Training: Contractor shall provide training to all employees or agents who may be required to disturb or handle asbestos or asbestos waste materials for remediation, transportation, disposal, and auxiliary purposes. All supervisory personnel who may be involved in planning, execution, or inspection of remediation projects shall also receive the required training.
   2. Minimum Asbestos Training Information
      1. Training by Contractor shall comply with 8 CCR 1529 Asbestos as per the Class of Asbestos Work, in addition to the following requirements:
         1. Employee personal protective equipment including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face piece-to-face seal (positive and negative pressure fitting tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g., facial hair), selection and use of disposable clothing, nonskid shoes, gloves, eye protection, and hard hats.
         2. Special safety hazards that may be encountered including electrical hazards, air contaminants (carbon monoxide, wetting agents, encapsulates, materials from Airport’s operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise.
   3. Qualifications of Personnel Providing Training: Training for asbestos shall be provided by an entity accredited by Cal/OSHA to provide training for compliance with 8 CCR 1529. This training can only be provided by the contracting firm if this firm is Cal/OSHA accredited to provide such training.
   4. Time Requirements: Training shall have occurred within 12 months prior to the initiation of the remediation activities. This requirement can be met by refresher training if the 40-hour course was attended no more than 12 months prior to the start of the remediation activities.
   5. Training Documentation: Contractor shall document training by providing date of training, training entity, course outline, and names and qualifications of trainers.
   6. Specific Training Requirements: For the purpose of this specification, the State of State asbestos worker certification training programs, as accepted by the Airport’s Environmental Consultant, shall be required. Each employee as defined above shall attend and possess a current certificate from such training.
   7. Onsite Training: Contractor shall conduct and document, as required, special onsite training on equipment and procedures unique to the job site.
   8. Emergency Response and Evacuation: Contractor shall provide and document training in emergency response and evacuation procedures.
4. Medical Surveillance
   1. Personnel Requiring Medical Monitoring for Asbestos: Provide up-to-date proof of participation in a medical surveillance program for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an eight-hour time weighted average or who will enter the Work Area for any reason. The medical surveillance program shall, at a minimum, meet Cal/OSHA requirements as set forth in 8 CCR 1529 (Asbestos). In addition, provide a physician’s evaluation of the individual’s ability to wear respirators and work in environments capable of producing heat stress in the worker.
   2. Physical fitness for wearing respirators: Contractor shall require employees to be evaluated by a physician to determine that they are able to work safely while breathing through the added resistance of a respirator, are able to carry the extra weight of a respirator, and are psychologically able to wear a respirator. Examining physicians shall be made aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he or she will be required to perform, as well as special work place conditions such as high temperatures, high humidity, and chemical contaminants to which he or she may be exposed.
5. Respiratory Protection
   1. General Requirements: Contractor shall provide respiratory protection to all workers as needed in accordance with Contractor’s submitted written respiratory protection program, which includes all items in Cal/OSHA 8 CCR 5144 (Respiratory Protection Standard). Contractor shall have a copy of this program on the job site at all times and shall produce a copy upon demand. Based on the Work required, the information described in this Document is focused primarily on asbestos exposures.
   2. Personally Issued Respirators: Contractor shall provide workers with personally issued, individually identified (marked with indelible designations) respirators.
   3. Use of Respirators: Minimum acceptable respiratory protection for all remediation activities is non-disposable half-face piece, negative pressure air purifying respirator (APR) equipped with P100 filter cartridges, and where appropriate, with the necessary combination for other chemical(s) of concern. Respiratory protection may be increased by the Airport or the Airport’s Environmental Consultant dependent upon air monitoring results and respirator protection factors.
6. Removal Activities
   1. Activities
      1. During asbestos removal in full and limited containment, and during glove bag technique removals, no less than a full-face piece PAPR with P100 HEPA filters shall be used.
      2. For personnel handling double bagged or containerized asbestos waste outside of containment, no less than a non-disposable half-face piece, dual cartridge, P100 HEPA filtered APR shall be used.
      3. When asbestos is held in place by mastic and will be removed by means of an organic solvent, combination cartridges for organic compounds and asbestos (P100) shall be used.
      4. For removal of non-friable asbestos-containing materials, which will be removed in a non-contaminant Work Area, no less than a non-disposable half-face piece, dual cartridge, P100 HEPA filtered APR shall be used.
   2. Respirator usage requirements based on Asbestos Air Monitoring
      1. When airborne asbestos levels within a contained Work Area have been determined by PCM in a statistically valid sampling program, the following requirements apply. This sampling program shall be performed by the Airport’s Environmental Consultant.
         1. For all activities covered by this Document where the area’s airborne eight-hour TWA concentrations have been determined to be greater than 0.1 f/cc for area samples or greater than 0.5 f/cc for personal samples, Type C, full-face piece, pressure-demand respirators with a HEPA filtered disconnect or auxiliary escape air supply shall be used.
         2. For all activities covered by this Document where airborne eight-hour TWA concentrations inside the Work Area have been determined to fall within the ranges specified below, no less than full-face piece PAPR equipped with P100 cartridges shall be used:  TypeArea SamplesPersonnel SamplesRange for full-face piece PAPR> 0.03 - < 0.1 f/cc> 0.1 - < 0.5 f/cc
         3. For all activities covered by this Document where airborne eight-hour TWA concentrations have been determined to be <0.03 f/cc for area samples or <0.1 f/cc for personal samples, no less than non-disposable half-face piece, dual cartridge, P100 HEPA filtered air purifying respirators shall be used, unless gross removal is occurring. If gross removal is occurring, full-face piece PAPRs with P100 HEPA filters shall be used.
         4. For emergency and supervisor entry into a containment or limited-containment Work Area for a limited time period (less than one hour per eight-hour shift), where general area airborne fiber concentrations are less than 0.5 f/cc as measured by PCM, full-face piece PAPRs with P100 HEPA filters shall be used.
7. Air Quality for Supplied Air Respiratory Systems
   1. Contractor shall provide air used for breathing in Type “C” supplied air respiratory systems that meets or exceeds standards set for CGA Type I (Gaseous Air) Grade D. The following table sets forth the acceptable values of the given component:  **CGATYPE I (GASEOUS AIR) GRADE DComponent Acceptable Values**Oxygen (volume/volume [v/v])19.5% - 23.5%Carbon Monoxide (parts per million, volume [PPM/v])< 10Carbon Dioxide, PPM/v< 1000Condensed Hydrocarbons, mg/cu. meter< 5 Gaseous Hydrocarbons as methane, PPM/v10Water Vapor, PPM/vThe CGA standards do not call out a specific moisture limit when the ambient temperature is above freezing. However, since a moisture content below -50 °F dew point (66 PPM/v) is necessary for carbon monoxide elimination, the CO limits cannot be met unless the air is dried to a -50 °F dew point or lower.Dew point at 1 atmosphere pressureBelow -50 °F  
      (-45.6 °C)Objectionable OdorsMust be absentNitrogen Dioxide, PPM/vNo limiting characteristicsNitrous Oxide, PPM/vNo limiting characteristicsSulfur Dioxide, PPM/vNo limiting characteristicsHalogenated solvents, PPM/vNo limiting characteristicsOther gaseous contaminantsNo limiting characteristicsInorganic particulates,No limiting characteristics
8. Supplied Air Respirator Systems
   1. Contractor shall provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Contractor shall comply with provisions of this Document if more stringent than the governing standard.
   2. Face Piece and Hose: Provide full-face piece and hose (by the same manufacturer) that has been certified by NIOSH/MSHA as an approved Type “C” respirator assembly operating in pressure demand mode with a positive pressure face piece.
   3. Auxiliary Backup System: In atmospheres, which contain sufficient oxygen (greater than or equal to 19.5% oxygen), provide a pressure demand full-face piece supplied air respirator equipped with an emergency backup HEPA filter.
   4. Warning Device: Provide a warning device that will operate independently of the building’s power supply. Locate so that the alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the Work Area and at the compressor. Connect the alarm to warn if any of the following occurs:
      1. Compressor shut down or other fault requiring use of backup air supply.
      2. CO level in excess of 5 PPM/v.
      3. CO Monitor: Continuously monitor CO levels. Place monitors in the airline between the compressor and workers. Connect the monitors so that they also sound an alarm as specified under “Warning Devices”.
      4. Compressor Shut Down: Interconnect the monitors, alarms and compressor so that the compressor is automatically shut down and the alarms sound if any one of the following occurs.
      5. CO concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
      6. The compressor temperature exceeds the normal operating range.
   5. Compressor Motor: Provide a compressor driven by an electric motor. Do not use gas or diesel engines to drive the compressor. Ensure that the electrical supply available at the job site is adequate to energize the motor. Locate the air intake remotely from any source of automobile exhaust or any exhaust from motors or buildings. Provide an after cooler at the entry to the filter system that is capable of reducing temperature to outside ambient air temperatures.
   6. Compressor Location: Locate compressor outside of the building in a location that shall not impede access to the building, and that shall not cause a nuisance to occupied portions of the building.
9. Respirator Care and Maintenance: Contractor shall dispose of used filter material at the end of each Working Day and replace it with new filter material. All respirators shall be cleaned and maintained daily. A record log, recording these procedures, shall be maintained on-site.
10. Fit Testing
    1. Positive and Negative Air Pressure Fit Testing: Workers shall perform positive and negative air pressure qualitative fit tests each time a respirator is put on, whenever the respirator design so permits.
    2. Fit Testing Requirements: Contractor shall give workers a fit test in accordance with procedures detailed in Cal/OSHA 8 CCR 5144 Appendix A for all tight-fitting respirators to be used on this remediation project.
    3. Documentation: Contractor shall provide documentation of adequate respirator fit tests to the Airport’s Environmental Consultant.
    4. Contractor shall not provide anyone with a respirator without documentation that such person has been examined by a physician and been found medically fit to wear a respirator.
11. Restrictions
    1. Facial Hair: Contractor shall permit no one wearing a beard or facial hair that would degrade proper seal to put on a tight-fitting air purifying respirator and enter the Work Area.
    2. Eating and Smoking: Contractor shall not allow workers to eat, drink, smoke, or chew gum or tobacco at the job site.
    3. Glasses and Contact Lenses: Contractor shall not allow corrective glasses to interfere with the seal of the face piece. Contact lenses shall not be allowed inside the Containment Work Area. Corrective lenses shall be mounted inside a full-face piece. At no time shall respirator head straps be worn outside/over protective clothing (e.g., Tyvek) material.
12. Respirators for Authorized Visitors: Any visitor who enters the Work Area shall be required to provide their own respiratory protection. Contractor shall ensure that all authorized visitors provide proof of appropriate HAZWOPER and respiratory fitness documentation.

**3.06 ELECTRICAL**

1. Contractor shall be aware that the Work environment is extreme and involves the use of water sprays and mists.
2. Contractor is solely responsible for assuring the Work Area is safe from electrical hazard. An adequate Ground Fault Interrupter system shall be used as required in the State Electric Code. Lines from power sources shall be equipped with a Ground Fault Interrupter system installed so as to reduce the length of unprotected run to a minimum.
3. Contractor shall be responsible for damages resulting from the disruption of power because of the Work.

**3.07 FIRE PROTECTION**

1. Fire extinguishers of suitable type shall be required in the Work Area at all times.
2. No fire extinguisher shall be further than 75 feet from any location in the Work Area.
3. The number of extinguishers inside and outside of the Work Area shall be in accordance with all applicable regulations, codes, ordinances, rules and standards, and as directed by the Airport Fire Marshal.

**3.08 SLIPS AND FALLS**

Contractor shall provide a plan for review addressing the prevention of slips and falls, especially for falling through the plastic sheeting containment sheeting on the scaffolding.

**3.09 ONSITE DOP-TESTING OF HEPA-FILTERED EQUIPMENT**

1. Provide on-Site DOP-testing of all HEPA-filtered equipment, including Negative Pressure Units and vacuum cleaners. Units that fail to provide better than 99.97% efficiency for 0.3-micron DOP particulates shall be taken off-site for repair.
2. DOP-testing shall be performed under the direct supervision of either a Certified Industrial Hygienist or a Licensed Professional Engineer.

**3.10 PREPARATION OF WORK AREA FOR REMOVAL OF ASBESTOS**

1. Contractor shall prepare the Work Area for the removal of hazardous building materials.
2. Spray Poly® Application, if used:
   1. Material Preparation: The product shall be applied in accordance with the instructions of the manufacturer.
   2. Surface Preparation:Spray Poly® shall be applied by applicators who have received thoroughly training in the use of the material. At a minimum, the following preparations shall be carried out prior to Spray Poly® application:
      1. Completion of the soft demolition (non-structural items) of the overhead items and removal of any floor monuments that are to be demolished,
      2. The removal of floor tiles and mastic,
      3. Sealing the cracks, fractures, holes, etc. in the concrete floor,
      4. Sealing separately with water-resistant tape any floor trenches (such as Walker Duct),
      5. Removal of significant protruding debris that may penetrate the spray-poly membrane.
   3. Application: Refer to manufacturer’s product information for coverage information and detailed application procedures. Observe all application precautions mandated by Cal/OSHA and the EPA Guideline Documents. Due to the potential migration of ammonia-odor to adjoining occupied areas, the time and date of application shall be approved by the City Representative, taking into consideration of the temperature, curing time, and amount of airflow.
   4. Spray Equipment:Comply with product manufacturer’s requirement for the spray equipment. Airless spray-equipment shall comply with the safety standards set by Cal/Osha and the National Safety Council. Fuel-powered equipment must be placed outside of the building against emission of combustion products into the building.
   5. Clean-Up:Comply with product manufacturer’s requirement for equipment cleanup, such as flushing the entire unit with at least ten gallons cool soapy water, flushing through the hose until the water coming out is completely clear. The pump and gun shall be taken apart and cleaned every time spraying is stopped. Dry material cannot be removed with cool, soapy water. Dry material that cannot be pulled off may be removed with a commercial paint stripper containing chlorinated solvent and alcohol.
   6. Lip Allowance: If Spray Poly® is applied only on the floor, a lip of at least 12 inches up the sidewalls shall also be applied.
   7. Free standing water shall not be left on the Spray Poly® for more than one hour at a time and shall be substantially removed prior to leaving the site at the end of each shift.
   8. Tears and cuts in the Spray Poly® shall be immediately repaired per manufacturer’s requirement.
   9. Spray Poly® shall be removed no later than 14 calendar days after the application or as specified by the manufacturer.
3. Temporary Enclosures
   1. Work Area: The location where Work of the Contract occurs. It may be a portion of a room, a single room, a complex of rooms, or an open area. A Work Area is considered contaminated during the Work and shall be isolated from the balance of the building and decontaminated at the completion of the asbestos-control Work. Temporary enclosures are applicable to indoors Work Areas.
4. Controlled Area
   1. Contractor shall cordon off or barricade the Work Area to limit access to project personnel only. Setup and management of the Work Area is under the responsibility of Contractor’s Competent Person as defined by Cal/OSHA.
   2. Before the start of Work, Contractor shall comply with the worker protection requirements of this Document.
   3. Contractor shall post warning signs at each locked door leading to the controlled areas. The first sign shall read “DANGER – ASBESTOS. CANCER AND LUNG HAZARDS. KEEP OUT” in 3-inch block notation.
   4. Immediately inside the locked door and outside the controlled area, at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels, Contractor shall post DANGER signs in accordance with the requirements of Cal/OSHA.
5. Entry and Exit of Regulated Areas
   1. General: The Work Area shall be restricted to only authorized, trained, and properly protected personnel. These personnel may include Contractor’s employees, the Airport, the Airport’s Environmental Consultant, employees, local and state inspectors, and any other individuals accepted by the Airport. A list of authorized personnel shall be established prior to job start.
      1. Contractor shall maintain a logbook in a suitable location. Anyone who enters the Work Area must record in permanent ink their name, affiliation, time in, and time out for each entry.
      2. Contractor shall provide access to the Work Area through a single, controlled access. All other means of access shall be cordoned off, blocked, or locked to prevent entry to or exit from the Work Area.
      3. Contractor shall have full responsibility for the security of its equipment at the remediation site.
      4. Contractor shall maintain a record of the arrival and departure times for all personnel. The log shall include the worker’s printed name, social security number, Work Area assignment, time on-Site, time offSite, and the worker’s initials. Contractor shall also establish and maintain all exposure records, medical surveillance records, and training records required by Cal/OSHA and provide copies to the Airport or the Airport’s Environmental Consultant upon request.
   2. Entry and Exit Procedures for Work Area
      1. Personnel Entry and Exit Procedures
         1. All workers and authorized personnel shall enter the Work Area through the Worker Decontamination Enclosure System.
         2. All personnel who enter and exit the Work Area shall sign the entry log, located in the Clean Room, or clean area upon entry and exit. Clean Room is a room, which is free of any asbestos, and clean area is a similar area in the outdoors.
         3. Before entering the Work Area, all personnel shall read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures), and emergency procedures. A sign-off sheet shall be used to acknowledge that the posted information has been reviewed and understood by all personnel prior to entry.
         4. To enter the Work Area, all personnel shall proceed first to the clean room or clean area, remove all street clothes and don appropriate respiratory protection (as deemed adequate for the job conditions), disposal coveralls, head covering, and foot covering. Hard hats, eye protection, and gloves shall be used. Clean respirators and protective clothing shall be provided and used by each person for each separate entry into the Work Area.
         5. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the Work Area.
         6. To exit the Work Area, all personnel shall first remove gross contamination from the outside of respirators and protective clothing by HEPA vacuuming and/or wet wiping procedures. Each person shall clean the bottoms of their protective footwear in a walk-off pan just prior to entering the equipment room. A walk-off pan (such as a small child’s swimming pool) filled with water shall be located in the Work Area just outside the equipment room for workers to clean off foot coverings after leaving the Work Area, and to prevent excessive contamination of the Worker Decontamination Enclosure System.
         7. Personnel shall proceed to the equipment room or area, where they shall remove all protective equipment except respirators. Personnel shall then deposit disposable clothing into appropriately labeled containers for disposal.
         8. Contractor shall store reusable contaminated footwear in the equipment room when it is not being used in the Work Area. Upon completion of remediation, the contaminated footwear shall be disposed of as asbestos-contaminated waste material. Rubber boots may be decontaminated at the completion of remediation for reuse.
         9. Still wearing respirators, the remediation personnel shall proceed to the shower room and, prior to removal of respirators, clean the outside of their respirators and exposed face areas under running water. Personnel will then remove their respirators, and shower with soap and shampoo to remove residual asbestos contamination. Various types of respirators will require slight modification of these procedures.
            1. An airline respirator with HEPA filtered disconnect protection may be disconnected in the equipment room and worn into the shower room by remediation personnel. HEPA filters may be covered with tape and reused as appropriate.
            2. Filters for PAPRs may be covered with tape and reused as appropriate.
         10. After showering and drying off, the remediation personnel shall proceed to the clean room, and don clean disposable clothing (if there will be later re-entry into the Work Area) or street clothes (if it is the end of the work shift).
         11. Contractor’s superintendent or Competent Person shall document decontamination of each employee following asbestos remediation activities.
         12. Contractor shall post these workplace entry and exit procedures in the clean room and equipment room.
         13. At no time shall Contractor’s personnel be in public areas wearing protective clothing and/or respiratory protection, except as a part of disposal activities (in which case the color of the protective clothing shall be different from that of the workers inside the Work Area).
         14. While outside the Work Area, Contractor’s personnel shall not wear coveralls or other clothing, which is similar in appearance and color to the clothing used inside the Work Area.
      2. Waste Container Pass-Out Procedures
         1. Asbestos-containing waste material that has been containerized shall be transported out of the indoor Work Areas by Contractor through the Waste and Equipment Decontamination/Pass-Out Enclosure (or, with the written permission of the Airport, through the Worker Decontamination Enclosure System if a separate airlock cannot be constructed).
         2. Contractor’s waste pass-out procedure shall use two teams of workers, an “inside” team and an “outside” team.
            1. The inside team, wearing appropriate protective clothing and respirators for inside the Work Area, shall clean the outside, including the bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques, and transport them into the first airlock in the enclosure system. No worker from the inside team shall exit the Work Area through this airlock.
            2. The outside team, wearing protective clothing and appropriately assigned respirators, shall enter the airlock from outside the Work Area, enclose the drums, bags, or wrapped components in clean, labeled, 6 mil polyethylene bags, and move the containerized waste to the middle airlock in the enclosure system.
            3. The containerized waste shall be wet wiped and passed to the outer airlock, where it shall be dried or allowed to dry and then removed to a secure holding area or placed in a vehicle for removal to the disposal site.
         3. Contractor shall secure the exit from this airlock to prevent unauthorized entry. When not in use, the outer curtained doorway can be used as a curtained doorway to supply air to the Work Area. If it is not needed to supply air, the curtained doorway shall be sealed.

**3.11 REMOVAL PROCEDURES**

1. General Removal Procedures
   1. Once the preparation has been made and the area established for the removal process, the Airport’s Environmental Consultant shall inspect the facility. No Work shall proceed until the Airport’s Environmental Consultant has provided written authorization that the removal area has been accepted for Work commencement. Upon receipt of authorization to proceed, Contractor can begin initiating the removal process, which will consist of removing all asbestos materials as outlined in the task order and in these specifications. Where conflict among requirements or with these Documents exists, the more stringent requirement shall apply. The following procedure has been outlined in prioritized fashion for each reference involving the remediation project.
   2. All Work shall be done in strict accordance with all applicable local, state, and federal regulations, standards, and codes covering asbestos removal, transportation, disposal, and the requirements stated in this Document.
   3. Asbestos remediation procedures shall be completed separately when remediation is required in the same Work Area. This is necessary to segregate asbestos waste from PCB waste. Contractor shall also segregate HEPA filters, vacuums bags and contaminated personal protective equipment (PPE) when remediation Work is taking place. Contractor shall address the scheduling and sequencing of remediation in its Written Compliance Program.
   4. At no time shall Contractor’s personnel be in public areas wearing protective clothing and/or respiratory protection, except as part of the transportation and disposal activities.
   5. All Work shall be done in such a manner as to have the least possible impact upon the tenants in the occupied areas adjacent to the Work Area.
   6. Contractor shall ensure that all preparatory activities are completed and that written notice to proceed has been granted.
   7. Specific removal procedures shall be required for each remediation task depending on type, friability, and location of asbestos to be removed. These procedures shall be provided by Contractor in a specific Work Plan for each task reviewed by the Airport.
2. Wet Removal of Asbestos Pipe Lagging
   1. Mist Work Area continually with amended water during removal.
   2. Use wet methods and HEPA vacuuming techniques. Perform all pipe lagging removal in glove bags under negative pressurization or using a wrap-and-cut method within a secondary enclosure under negative pressure.
3. Wet Removal of Asbestos Transite Panels or Pipes
   1. Mist Work Area continually with amended water during removal.
   2. Wrap the pipe sections or pieces in polyethylene sheeting for transport to the landfill.
   3. Avoid sawing or cutting the pipe or panels at all times.
4. Wet Removal of Asbestos Electrical Wiring
   1. Once all electrical equipment has been deactivated, use wet methods and HEPA vacuuming techniques. Remove electrical wiring in manageable sections.
   2. Place sections of wiring in labeled disposal bags.
5. Removal of Asbestos Fire Doors
   1. Wrap intact doors in two layers of 6 mil polyethylene sheeting, and label properly prior to disposal.

**3.12 PROJECT DECONTAMINATION**

1. Description of Requirements
   1. Decontamination of the Work Area following asbestos remediation involves (i) cleaning the removal substrate and Work Area surfaces to remove any new or existing contamination, and (ii) encapsulation of the removal surfaces.
2. Work of this Document includes:
   1. Decontamination of air in the Work Area, which may have been contaminated by airborne asbestos fibers, generated during remediation activities or by friable asbestos in the Work Area prior to remediation activities.
   2. Cleaning, decontamination, and removal of temporary facilities installed prior to remediation Work, including the primary and secondary barriers erected. Critical barriers shall be cleaned but remain in place.
3. Start of Work
   1. Previous Work: Completion of the removal of all designated asbestos.
   2. Start of Work: Work of this Document begins with the cleaning of the secondary barrier. At the start of Work, the following will be in place:
      1. Secondary Barrier: One layer of 6-mil polyethylene used as a drop cloth on the floor in the area of remediation.
      2. Primary Barrier: Two layers of polyethylene sheeting on the floor and walls.
      3. Critical Barrier: Polyethylene sheeting, Spray Poly® or foam, or duct tape which forms the sole barrier between the Work Area and other portions of the building or the outside.
4. Cleanup for Final Clearance of Work Area
   1. Aggressive air clearance and wipe sampling procedures shall be used for the full containment Work Area and the following cleanup procedures shall be used by Contractor to prepare the Work Area for final air clearance.
   2. Secondary barriers of polyethylene sheeting shall be removed and disposed of along with any gross debris generated by the asbestos remediation Work.
   3. Work of this Article begins with the cleaning of the primary barrier. At the start of Work, the following will be in place:
      1. Primary barrier: One layer of polyethylene sheeting for floor and one layer on walls.
      2. Critical barrier, which forms the sole barrier between the Work Area and other portions of the building or the outside.
      3. Critical barrier sheeting over ventilation openings, doorways, convectors, and other openings.
      4. Decontamination units: for personnel and equipment in operating condition.
      5. Negative pressure system, which shall remain in continuous operation until clearance air monitoring has been completed.
   4. First Cleaning
      1. Perform a first cleaning of all surfaces of the Work Area including items of remaining sheeting, tools, scaffolding and/or staging by use of wet cleaning and/or HEPA vacuums. Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
      2. When washing is completed, the Work Area shall be allowed to dry.
      3. Wait 24 hours to allow Negative Pressure Machines to clean air of airborne asbestos fibers and LBP dust. Maintain the negative pressure system in operation for the entire 24-hour period.
      4. Contractor shall inspect all surfaces including polyethylene sheeting using the Dark Cloth and/or Flashlight Test to check for cleanliness. If any residue is found, it shall be assumed to be contaminated and a further cleaning by Contractor shall be required.
      5. When Contractor determines that the area is ready for a first visual inspection and the decontamination of tools and equipment is completed, Contractor shall provide to the Airport’s Environmental Consultant a written notice that the area is ready for the first visual inspection.
      6. The Airport’s Environmental Consultant will conduct a visual inspection in accordance with ASTM E1368 to ensure that gross material has been removed and that the first cleaning of all surfaces including polyethylene sheeting has been successfully completed.
      7. Contractor shall spray a diluted form of an encapsulant accepted by the Airport or the Airport’s Environmental Consultant to mist the area and to lock down any remaining non-visible residue on all polyethylene-sheeting surfaces. This encapsulant shall not be sprayed on areas that have been abated. Contractor shall allow the encapsulant to dry.
   5. Second Cleaning
      1. Contractor shall mist the Work Area and remove all layers of polyethylene sheeting from the walls and floor - windows, doors, HVAC system ducts and vents, and all other openings and critical barriers shall remain sealed. Contractor shall then HEPA vacuum and wet clean all residues uncovered by the removal of polyethylene sheeting. The air shall also be misted. Contractor shall also inspect all surfaces using the Dark Cloth and/or Flashlight Test to check for cleanliness. If any residue is found, it shall be assumed to be contaminated and further cleaning by Contractor shall be required.
      2. After the second cleaning is complete and Contractor’s Dark Cloth and/or Flashlight Tests show that the entire Work Area is clean, Contractor shall submit a written request to the Airport’s Environmental Consultant for a final inspection.
      3. Upon receipt of the notice of acceptance under the above section, Contractor may, at its option, provide a coating of a encapsulant accepted by the Airport or the Airport’s Environmental Consultant to all surfaces in the Work Area from which asbestos material has been removed including structural members, building components, and any remaining polyethylene barrier sheeting, floors, and coverings of non-movable items to seal in non-visible residues. Contractor shall be responsible for ensuring that such encapsulation is compatible with whatever refurnishing or reinsulation is intended for such surfaces. Contractor shall allow the encapsulant to dry for at least the time period specified by the manufacturer and longer if such time is required.
      4. Upon receipt of the acceptance notice or after the final encapsulation and drying period, whichever is longer, Contractor shall request the Airport’s Environmental Consultant, in writing, to conduct aggressive clearance air monitoring. Such air monitoring will be conducted by the Airport’s Environmental Consultant.
   6. Removal of Barriers: If the sample results from the aggressive clearance air monitoring show that the Work Area is not acceptable for clearance, the entire cleaning cycle shall be repeated at no additional cost to the Airport’s Environmental Consultant or the Airport (including the cost of sample collection and analysis), until sample results meeting the clearance specification requirements are obtained and the Airport’s Environmental Consultant has provided the Contractor with a written notice of acceptance. Upon receipt of the acceptance notice, Contractor shall remove all the remaining barriers in the Work Area.
   7. Final Inspection: After removal of the barriers, the Airport’s Environmental Consultant will conduct a final inspection. Any material found shall be cleaned up by Contractor. When the area is clean, the Airport’s Environmental Consultant will provide Contractor with a written notice of acceptance.
5. Re-Establishment of Work Area
   1. Reestablishment of the Work Area by Contractor shall only occur when cleanup procedures have been completed, clearance air monitoring and wipe sampling has been performed for indoor areas, all repairs necessitated by removal activities have been performed, and all work has been documented to the satisfaction of the Airport’s Environmental Consultant. Any variation from this will be at the Airport’s Environmental Consultant’s discretion.
      1. Visual Inspection: Contractor and the Airport’s Environmental Consultant shall visually inspect the Work Area in accordance with ASTM E1368 for any remaining visible residue. Evidence of contamination shall necessitate additional cleaning requirements in accordance with this Document. Additional air monitoring shall be performed in accordance with this Document if additional cleanup is necessary.
      2. Repair of Damaged Areas: Even when a building is scheduled for eventual demolition, Contractor shall perform the removal Work with minimum damage. Where such Work causes damage to facilities or fixtures, which are not slated for demolition, the area may require restoration by Contractor. The decision to repair damaged areas will be based upon the physical hazard created by the damage. If required, Contractor shall repair all areas (both within the Work Area and adjacent to the Work Area) damaged as a result of remediation activities at no cost to the Airport or the Airport’s Environmental Consultant.
      3. Mechanical and Electrical Systems: Contractor shall reestablish mechanical and electrical systems in proper working order.
      4. Water Connections: Contractor shall remove the temporary connections and restore the original connection when the remediation Work is completed.
      5. General Housekeeping: Following final clearance Contractor shall perform followup general house cleaning of the Work Areas and remove adhesive and tape residue and residue from the installation of all new replacement materials and finishes from glass, walls, and floor surfaces.
6. Certificate of Visual Inspection
   1. This certification shall be completed by Contractor and certified by the Airport’s Environmental Consultant.

**3.13 PERIMETER AIR MONITORING AND TEST LABORATORY SERVICES**

1. The procedures described in this Article shall be followed when asbestos remediation is performed in enclosed areas or when the procedure is applicable to all such remediation activities.
2. Description of the Work: This Article describes air monitoring carried out by the Airport to verify that the building beyond the Work Areas and the outside environment remain uncontaminated. This Article also sets forth airborne fiber levels both inside and outside the Work Areas as action levels, and describes the action required by Contractor if an action level is met or exceeded. Personnel air monitoring as required by Cal/OSHA of Contractor is not covered in this Article.
3. Air Monitoring and Sampling
   1. Air Monitoring and Wipe Sampling Prior to Commencement of Work
      1. Prior to the commencement of remediation activities, the Airport’s Environmental Consultant will collect background air and wipe samples in the proposed Work Area and other potentially impacted locations to determine the background airborne fiber and lead dust concentrations. These samples shall be analyzed by qualified laboratories that are accredited and registered as follows: **Analysis forMethodAccreditation or Registration**Asbestos (Total) Fibers in AirPCM (NIOSH 7400)AIHA Asbestos Analysts RegistryAsbestos in Air and BulkTEM (40 CFR 763 AHERA)PLM (bulk)National Voluntary Laboratory Accreditation Program (NVLAP)Lead in AirFlame Atomic Absorption (FAA, NIOSH 7082), or Graphite Furnace Atomic Absorption (NIOSH 7105), or Inductively-Coupled Plasma/Mass Spectroscopy (ICP/MS)State Environmental Laboratory Accreditation Program (ELAP)National Lead Laboratory Accreditation Program (NLLAP)
   2. Outside the Work Areas During Work
      1. The Airport’s Environmental Consultant will monitor the airborne fiber concentrations outside the Work Area during Work to detect fiber contamination resulting from:
         1. Faults or breaches in the Work Area isolation barriers.
         2. Failure of filtration or rupture in the negative pressure system.
         3. Incomplete decontamination of personnel or equipment removed from the Work Areas.
   3. Should elevated fiber concentrations occur due to any of the above, Contractor shall immediately cease remediation activities until the fault is corrected. Work shall not recommence until authorized by the Airport’s Environmental Consultant.
   4. Inside the Work Area during Work: The Airport’s Environmental Consultant will monitor airborne fiber concentrations inside the Work Area during Work. The purpose of this air monitoring is to detect airborne fiber counts that may significantly challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination.
   5. Work Area Clearance: The Airport’s Environmental Consultant will monitor airborne fiber concentrations for Work Area clearance. The purpose of this air monitoring is to determine if the levels inside the Work Area comply with an acceptable level. The Airport’s Environmental Consultant shall sample and analyze Work Area clearance air samples.
4. Airborne Fiber Levels
   1. Inside Work Area
      1. Contractor shall maintain an average airborne concentration in fully contained Work Areas of less than Cal/OSHA permissible exposure limits (PELs). The PEL is 0.1 f/cc for asbestos. If the Time Weighted Average (TWA) for any work shift exceeds the PEL, Contractor shall revise work procedures to lower concentrations. If concentrations remain above the PEL for two consecutive eight-hour TWAs, stop all Work, leave Negative Pressure System in operation, and notify Airport’s Environmental Consultant. Do not recommence Work until authorized in writing by Airport’s Environmental Consultant.
      2. If airborne asbestos concentrations exceed the Cal/OSHA excursion limit (EL) of 1.0 f/cc for any period of time, cease all Work until fiber counts fall below the EL and notify the Airport’s Environmental Consultant. Do not recommence Work until authorized in writing by the Airport’s Environmental Consultant.
   2. Outside Work Area
      1. Sample results above the following levels shall be considered as “elevated” and shall require actions by Contractor.
         1. Asbestos Action Levels:
            1. Greater than 0.01 f/cc or background level (whichever is higher), by NIOSH 7400 or equivalent method.
            2. Greater than 0.018 asbestos structures per cubic centimeter of air (AS/cc) or background level (whichever is higher), by Transmission Electron Microscopy (TEM) as specified in 40 CFR 763 (US EPA AHERA).
   3. Response Actions
      1. If any air sample taken outside of the Work Area exceeds the Asbestos Action Levels, Contractor shall immediately and automatically stop all Work. If this air sample was taken inside the building and outside of critical barriers around the Work Area, immediately erect new critical barriers as set forth this Document, to isolate the affected area from the balance of the building. Erect critical barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, and floor).
      2. Decontaminate the affected area in accordance with this Document.
      3. Wear respiratory protection in affected area as set forth herein this Document until area is cleared for preoccupancy in accordance with this Document.
      4. Leave critical barriers in place and ensure that the operation of the Negative Pressure System in the Work Area results in a flow of air from the balance of the building into the affected area.
      5. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a temporary decontamination facility consisting of a shower room and changing room as set forth in this Document. After cleaning and decontamination of the affected area, remove the shower room and leave the changing room in place as an air lock.
   4. Fibers Counted: The following procedure shall be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber levels inside or outside the Work Area. Airborne fibers referred to above include all fibers regardless of composition as counted in the NIOSH Method 7400. If Work has stopped due to elevated airborne fiber levels, the Airport’s Environmental Consultant may collect air samples in the same area for analysis by TEM.
   5. Effect on the Contract Sum: If TEM is used to arrive at the basis for determining airborne fiber levels in accordance with the above paragraph, and if airborne asbestos concentration exceeds 0.018 AS/cc outside the Work Area, then the costs of such analysis shall be borne by Contractor, at no additional cost to the Airport.
5. Schedule of Samples
   1. Prevalent Level
      1. Before the start of Work, the Airport’s Environmental Consultant will secure the following air samples to establish a prevalent level: Location SampledNumber of SamplesFiber Detection Limit (f/cc) by NIOSH 7400Minimum Volume (liters)Rate (lpm)Inside Work Area 2-50.0115002- <10Outside Work Area 2-50.0115002- <10
      2. The prevalent level is a level above which Contractor shall be required to take action to reduce airborne asbestos levels. The prevalent level shall be considered to be the largest of the following:
         1. 10% above the average of the samples collected inside or outside each Work Area.
         2. 10% above the average of the samples collected outside the building.
         3. Asbestos: 0.01 f/cc.
   2. Daily
      1. From the start of the remediation Work, the Airport’s Environmental Consultant will collect the following samples daily: Location SampledNumber of SamplesFiber Detection Limit (f/cc)Maximum Volume (liters)Rate (lpm)Allowed Level (f/cc) by NIOSH 7400Inside Work Area 20.054800.5-5.0 0.1Outside Work Area 30.0118002-12Prevalent Level
      2. If airborne concentrations exceed Allowed Levels, Contractor shall take action to correct the condition, including stop Work.
6. Laboratory Testing
   1. Frequency of Testing: The Airport’s Environmental Consultant will be on-Site to collect samples and send them daily to a testing laboratory accredited/registered by the American Industrial Hygiene Association (AIHA) by overnight mail so that verbal results are available within 24 hours.
   2. Posting of Reports: Written reports of all air monitoring tests will be available and posted at the job site.
7. Additional Testing: Contractor may conduct additional air monitoring and laboratory testing at its own expense.
8. Workers Exposure Monitoring: Contractor shall perform air monitoring as required to meet Cal/OSHA requirements for maintenance of TWA fiber counts for the types of respiratory protection provided. The Airport will not perform air monitoring to meet these Cal/OSHA requirements.

**3.14 WORK AREA CLEARANCE**

1. General
   1. Decontamination is complete when the Work Area is visually clean and airborne asbestos has been reduced to the level specified below.
   2. The Airport shall bear the cost of the successful (final) round of clearance sampling and analysis. All rounds of clearance sample collection and analysis that fail shall be paid by Contractor.
2. Air Monitoring
   1. To determine if the elevated airborne fiber counts encountered during remediation operations have been reduced to the specified level, the Airport’s Environmental Consultant shall secure samples and analyze them according to the procedures specified herein.
3. Work Area Clearance for Asbestos
   1. Final Clearance Air Monitoring and Analysis for Indoor Areas: The Containment Work Area will receive a visual inspection in accordance with ASTM E1368 to ensure the Work has been completed. The Containment Work Area will also be tested for asbestos fibers using an aggressive clearance procedure by the Airport’s Environmental Consultant. This testing will be performed after Contractor has notified the Airport’s Environmental Consultant as specified herein.
      1. Aggressive Clearance Air Monitoring
         1. Sample collection shall not start until the area is dry with no visible water, condensation, or liquid encapsulant.
         2. The HEPA filtered ventilation system shall remain in operation during clearance air monitoring.
         3. Aggressive Clearance Sampling shall be collected with all building surfaces exposed and not covered by plastic sheeting or temporary barriers, with the exception of critical barriers on vents, exhausts, etc.
         4. The Airport’s Environmental Consultant shall conduct the clearance air sampling using the aggressive procedure described in U.S. EPA Report EPA 600/4-85-049 “Measuring Airborne Asbestos Following a Remediation Action,” pages 4-7. It will include the following steps:
            1. Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a one horsepower leaf blower) to sweep across all walls, ceilings, floors, ledges and other surfaces in the room. (Direct impact of the air stream against critical barriers shall be avoided.) This shall take at least five minutes per 1,000 ft2 of floor.
            2. Place a 20-inch fan in the center of the Work Area. Use one fan per 10,000 ft3 of room space. Place the fan on slow speed and point it toward the ceiling.
            3. Start the sampling pumps and sample for the required time.
            4. Turn off the pump and then the fan(s) when sampling is complete.
            5. Collect five samples per homogeneous area and five simultaneous samples of air outside of the Work Area to be cleared. Also provide two field blanks, which have been opened for a few seconds in the Work Area and one laboratory blank (which is an unopened filter). Minimum sample volumes shall be at least 1199 liters for 25 mm cassettes. At the discretion of the Airport’s Environmental Consultant with approval from a Certified Industrial Hygienist, the sample volumes may be reduced to prevent overloading of sampling cassettes by interfering particulates (such as welding fumes and demolition dust) rendering analysis impossible. If sample volumes are reduced, the laboratory shall be instructed to analyze additional grids so that the analytical sensitivity for TEM analysis remains at or below 0.005 AS/cc.
            6. Analysis of samples shall be in accordance with AHERA for TEM analysis.
            7. The area shall be considered cleared for re-occupancy when the results of all inside samples are less than 0.018 AS/cc of air by TEM (analyzed based on AHERA Method). Z-testing shall not be used as a means for comparing the interior levels against those of the exterior for the purpose of clearing the Work Area.
         5. Where levels in the Work Area fail the clearance standard as determined by the Airport’s Environmental Consultant, Contractor shall re-clean the Work Area. This process of re-cleaning, allowing surfaces to dry, and retesting shall be repeated, at no additional cost to the Airport or the Airport’s Environmental Consultant, until the clearance standard is achieved.
   2. Additional Cleanup and Monitoring Expense
      1. Contractor’s Responsibility: Contractor shall pay for Air Monitoring and visual inspections conducted by the Airport’s Environmental Consultant in the shower area, clean room, adjacent airlocks, and any areas surrounding the outside of the Work Area that become contaminated by asbestos debris.
      2. Responsibility of the Airport’s Environmental Consultant: The Airport’s Environmental Consultant is responsible for the cost of the final round of Clearance Air Monitoring. However, should the Work Area fail to meet acceptable clearance criteria, such failed testing shall be paid for by Contractor. The Airport’s Environmental Consultant reserves the right, at any time to take additional samples such as bulk samples and/or tape samples to evaluate the adequacy of surface cleaning.
   3. The services of the testing laboratory selected to perform laboratory analysis of the TEM clearance air samples shall be fully accredited by the National Institute of Standards and Technology (NIST) and the National Voluntary Laboratory Accreditation Program (NVLAP). The technician at the job site shall send the samples by overnight mail or courier, so that verbal reports are available within 24 hours.

**3.15 ASBESTOS WASTE DISPOSAL**

1. Description of Work
   1. This Article describes the procedures to be followed in the handling, storage, and disposal of asbestos waste materials.
2. Contractor’s Responsibility
   1. Contractor: Contractor shall dispose of asbestos-contaminated waste material in a manner consistent with appropriate Federal, State, and local regulations. The proper characterization and disposal of contaminated solid waste and wastewater shall be the responsibility of Contractor.
3. Quality Assurance
   1. Contractor’s Qualifications
      1. Contractor shall conform to the following qualifications:
         1. Perform all Work by a Contractor licensed in the State of State for asbestos transportation and disposal.
         2. Work shall be accomplished by Contractor with proper equipment and personnel experienced in asbestos transportation and disposal.
         3. Demonstrate to the Airport’s satisfaction: Expertise of personnel, adequacy and dependability of equipment, and techniques proposed for use.
   2. Site Inspection: While Work is in progress, the Project is subject to on- and off-Site monitoring by the Airport and the Airport’s Environmental Consultant who may be assisted by safety and/or health personnel. If non-environmental Work is found to be in violation of this Document, the Airport may issue a stop Work order. If environmental Work is found to be in violation of this Document, the Airport and/or the Airport’s Environmental Consultant may issue a stop Work order. Once issued, a stop Work order shall be in effect immediately and shall continue until the violation has been corrected. Work shall not resume until Contractor has received approval from the issuing party in writing allowing Work to proceed. Standby time required to correct the violation shall be at Contractor’s expense.
4. Job Conditions
   1. Contractor shall perform all handling, transportation, and disposal operations Work without damage or contamination of equipment.
5. Containment of asbestos waste material
   1. Contractor shall be responsible for proper disposal of all materials removed from the Work Area. Prior to remediation, Contractor shall check with the local landfill about specific containerization and disposal requirements at that site, and Contractor shall be responsible for meeting these requirements.
   2. Materials to be treated as contaminated waste are as follows: all plastic sheeting, tape, cleaning material, clothing, and all other disposable material or items used in the Work Area as well as the asbestos materials removed from the structure under the remediation contract.
   3. Contractor shall not allow asbestos material to dry out or collect on any surface during the remediation process.
      1. Containers: Contractor shall seal containers 6 mil polyethylene bags or fiberboard or polyboard drums) when full. Contractor shall use double bagging procedures. Bags shall not be overfilled. These bags shall be securely sealed, and the air shall be evacuated with a HEPA-filtered vacuum. To prevent accidental opening and leakage, the tops of the bags shall be tied with an overhand knot or taped in goose neck fashion. Bags shall not be sealed with wire or cord. Bags may be placed in clean fiberboard or polyboard drums (not metal drums) and sealed with locking ring tops.
      2. Large Components: Large components removed intact may be wrapped in two layers of 6 mil polyethylene sheeting and secured with tape by Contractor for transport to the landfill.
      3. Sharp-Edged Components: Contractor shall place asbestos waste with sharp-edged components (e.g., nails, screws, metal lath, tin sheeting, and possibly transite tiles) into fiberboard or polyboard drums (not metal drums) for disposal, because the sharp-edged components may tear the polyethylene bags and sheeting. Additional filler material, such as burlap, shall be used to wrap such sharp-edged components preventing puncture.
      4. Disposal Drums: The disposal drums, if used to hold the asbestos waste materials, shall be made out of fiberboard or polyboard, and have locking ring tops.
6. Storage Requirements for Asbestos Waste Material
   1. Contractor shall provide a securely lockable dumpster or secured area for storage of the asbestos waste material. This storage area shall have doors that can be closed and locked to prevent vandalism. This secured dumpster or area shall be approved by the Airport.
      1. Bagged asbestos Waste Material: If bagged asbestos waste material will be stored, Contractor shall provide and use lockable dumpsters for this purpose. Contractor shall not store unbagged asbestos waste or non-contaminated waste in these dumpsters. Contractor shall also ensure that the bags in the dumpsters are not damaged. Contractor shall post warning signs on the dumpsters as specified in Cal/OSHA requirements.
      2. Drummed Asbestos Waste Material: Contractor shall only store asbestos waste material contained in drums or dumpsters in the secured area. Contractor shall ensure that the drums in this secured storage area are not damaged. Contractor shall post warning signs outside the secured storage area as specified in the Cal/OSHA requirement.
7. Drum Handling
   1. Handling
      1. Prior to handling drums, warn personnel of hazards and instruct them to minimize handling. Maintain a spill control kit containing an adequate volume of absorbent overpack drums, shovels, and other necessary equipment near areas where minor spills from damaged drums may occur.
      2. Where possible, use a handling equipment to move drums. This may include a drum grappler attached to a hydraulic excavator, a small front-end loader, a rough terrain forklift, a roller conveyor equipped with solid rollers, or drum carts.
      3. Train personnel in proper lifting and moving techniques to prevent injuries. Ensure that the vehicle(s) selected has sufficient rated load capacity and is stable on the available road surface. Do not move drums unless they are intact and tightly sealed. Ensure that equipment operators have a clear view of the roadway. Use ground personnel to guide equipment if necessary.
   2. Leaking, Open, or Deteriorated Drums: If a drum containing a liquid cannot be moved without rupture, immediately transfer its contents to an overpack drum using a diaphragm pump. Place into overpack containers any leaking drums containing liquid or solid waste and deteriorated drums, which can be moved without rupture.
8. Drum Shipment
   1. Prepare a traffic circulation plan, which minimizes traffic congestion. Install signs and signals as required.
   2. Equip vehicles with back-up lights and warning alarms.
   3. Stage vehicles in a safe area until ready for loading.
   4. Provide drivers with appropriate PPE.
   5. Drum Shipment
      1. Tightly seal drums prior to loading.
      2. Overpack leaking or deteriorated drums prior to shipment.
      3. Ensure that the truck bed and walls are clean and smooth (lined).
      4. Do not double stack drums.
      5. Secure drums to prevent shifting during transport.
      6. Placard vehicles for the material being handled.
      7. Prepare and provide drivers with a manifest meeting state and federal requirements.
      8. Develop procedures for quick response to off-Site vehicle breakdown and accidents.
9. Transportation of Asbestos Waste Material
   1. Preparation: Contractor shall be responsible for preparing the asbestos material for transportation as required by the State of State, Department of Transportation (DOT) and EPA regulations (including Federal NESHAP Part 61, Subparts A and M and Revised Subpart B) and also state and local requirements, if applicable.
   2. Handling and Loading Requirements
      1. Contractor shall load the asbestos waste material, which has been prepared for transportation as required by all applicable DOT regulations (including DOT 49 CFR 173.1090), onto its trucks.
      2. Contractor is encouraged to use hand trucks, carts, and proper lifting techniques to avoid back and other injuries when employees are moving bags and drums of asbestos waste. Trucks with lift gates are helpful for raising drums and pallets during truck loading. Contractor shall not drop or throw to the ground asbestos waste material. This material shall be carefully lowered to the ground.
      3. Contractor shall clean the enclosed cargo area of the truck of debris and line the cargo area with one layer of 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. First, floor sheeting shall be installed to extend up the sidewalls a minimum of 2 feet. Then wall sheeting shall be overlapped and taped into place.
      4. Contractor shall place the cargo on level surfaces in the cargo area of the truck and pack them tightly together to prevent shifting and tipping. Contractor shall not throw the cargo into the truck cargo area.
      5. Any debris or residue observed on containers or surfaces outside of the Work Area shall be removed by Contractor using HEPA filtered vacuum equipment and/or wet methods.
      6. Contractor shall prepare a standard (EPA approved) manifest document for the hauling of the waste material from Airport property to the disposal facility (landfill). This manifest shall include, but is not limited to, the following:
         1. Site name, address, and Generator’s name and telephone number
         2. Transporter’s name, address, and telephone number
         3. Waste disposal facility’s name, address, and telephone number
         4. Name and address of responsible agency (NESHAP)
         5. Description of waste (friable, non-friable)
         6. The number and type of containers, and total volume of material
         7. Emergency contact person, telephone number, and special instructions
      7. Contractor and/or the Airport’s Environmental Consultant may add additional descriptive comments such as project name, location, job and contract numbers within the Special Handling Instructions block and additional information to allow for better tracking of the material.
      8. Prior to the removal of the asbestos material from Airport property, the Airport shall sign and date the waste manifest.
      9. Contractor (Transporter) shall sign and date the manifest accepting the material for transportation to the disposal facility. By this signature, Contractor (Transporter) certifies compliance with all local, state, and federal requirements, including placarding and weight limits for the transportation of the loaded and secured waste material.
      10. Contractor (Transporter) shall provide a copy of the Transporter signed manifest to the Airport’s Environmental Consultant prior to the waste leaving Airport property.
      11. Contractor (Transporter) shall be responsible for the safe handling of the material in transit to the disposal facility.
      12. Upon delivery of the material to the disposal facility, Contractor (Transporter) shall receive a volume ticket or similar item indicating that the material has been received and accepted for disposal. Contractor (Transporter) shall provide a copy of this receipt within two Working Days of the delivery to the Airport’s Environmental Consultant.
      13. Contractor shall advise the disposal facility that, upon the disposal facility’s placement of the waste material in their landfill, the disposal facility is to submit a letter certifying that the specific waste manifested has been landfilled in accordance with all local, state, and federal requirements.
   3. Transportation Requirements: Contractor shall ensure the Airport that all asbestos waste material from the Work Area is transported from the remediation site by a registered hazardous waste hauler. Contractor shall transport asbestos waste material from this remediation site directly to the specified disposal site.
10. Disposal of Asbestos Waste Material
    1. Notifying Landfill Operator: Contractor shall meet the notification requirement of the landfill owner prior to shipment of asbestos waste material from the remediation site.
    2. Unloading
       1. Upon reaching the landfill, Contractor’s trucks are to approach the dump location as closely as possible for unloading the asbestos waste material.
       2. Contractor shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.
       3. Contractor shall carefully place waste containers on the ground at the disposal site, not push or throw the containers out of the trucks.
    3. Disposal of Drums: Contractor shall not remove asbestos waste material from fiberboard or polyboard drums, unless required to do so by the landfill owner. Drums shall be disposed of as asbestos waste material.
    4. Cleanup Procedures
       1. If the containers are broken or damaged, Contractor shall leave the containers in the truck and clean the truck and containers using HEPA vacuums and wet cleaning methods, until no visible residue is observed.
       2. Following the removal of all containerized waste, Contractor shall decontaminate the truck cargo area using HEPA vacuums and/or wet cleaning methods until no visible residue is observed. Polyethylene sheeting shall be removed and discarded as asbestos waste material, along with contaminated cleaning materials and protective clothing, in containers at the disposal site.

**3.16 CERTIFICATE OF DISPOSAL**

When asbestos is disposed of within the State of State, the following certificate of disposal arrangements shall be used.

**CERTIFICATE OF DISPOSAL ARRANGEMENTS**

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

Project                                                            Remediation Contractor

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

Owner                                                          Landfill

I certify the following has been accomplished:

1. (Landfill) is approved by the State Department of Health and Environment for disposal of                                  (Asbestos) material.

1. The State Department of Health and Environment has been notified of the intent to dispose of materials from this Project at the selected landfill.
2. (Landfill) has agreed to receive the materials from this Project and to perform this disposal in accordance with the Project specifications.

Signed:

Authorized Contractor Representative                                             Date

**CERTIFICATE OF DISPOSAL OF ASBESTOS MATERIAL**

This is to verify that approximately                                   of asbestos materials were delivered to and received by                                                                on

                                                              (Amount)                                                                                                                                (Landfill)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

                (Date)

This material came from  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  and was

(Project, City, State)

delivered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

                                                                                 (Contractor)

This disposal operation was conducted in accordance with the Project specifications.

Signed:

                  Landfill Operator                                                         Date

**END OF DOCUMENT**

## DOCUMENT 01 35 43.14 Lead Remediation

### PART 1. GENERAL

**1.01  SUMMARY**

1. This Document describes the requirements to perform lead remediation where specified or when encountered as an unanticipated condition. This Document primarily addresses lead remediation in building construction materials (paints).
2. This Document describes the health and safety requirements to perform lead remediation activities.
3. Contractor shall review all information and reports relating to lead-based paint and lead containing materials collected and prepared by the Airport. The information and reports are provided for Contractor’s convenience and use for identifying where known or suspect materials reside within the Work Area. Contractor shall identify data gaps and conduct its own testing and discovery to definitively identify the full extent of such materials within the Work Area.

**1.02  FIRE MARSHAL REVIEW**

1. Contact the Airport Fire Marshal to review remediation procedures prior to the start of Work.
2. Comply with Airport Fire Marshal’s as-needed fire safety related requirements.

**1.03  CODES AND REGULATIONS**

General Requirements

1. All Work under this Contract, and any other trade work in conjunction with the disposal of the hazardous material, shall be done in strict accordance with all applicable local, state, and federal regulations, standards and codes governing handling, transportation, and disposal of hazardous waste materials.
2. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these Documents exists, the most stringent requirements shall be used.
3. Contractor shall refer to Document 01 41 13 (Regulatory Requirements, References, Definitions, and Acronyms – Hazardous Materials)for applicable codes and regulations.
4. Contractor shall have copies of all standards, regulations, codes, and other applicable documents (including this Document) available at the job site.

**1.04  WORKER PROTECTION**

Contractor shall ensure that all workers who will work in a full containment environment have received required training, medical monitoring, respiratory protection, and protective clothing as required by Cal/OSHA regulations. Contractor shall provide protective equipment to Contractor’s personnel who are handling, loading and unloading containers. The protective equipment shall consist of disposable head, body, and foot protection of a different color from the remediation personnel in the Work Area and, at a minimum, non-disposable half-face piece, air-purifying, dual cartridge respirators equipped with P100 HEPA Filters. If for any reason a Contractor’s employee at the disposal site suspects that their clothing has become contaminated during the disposal process, he or she shall remove the contaminated clothing at the disposal site, and don clean disposable clothing for the return trip to the remediation site.

**1.05  SUBMITTALS**

1. Contractor shall submit a Hazardous Materials Management Plan (HMMP) with the following documentation listed below. The HMMP shall be submitted ten (10) Working Days before commencement of demolition activities. No hazardous materials abatement Work will start without the HMMP approved and reviewed by the Airport or Airport’s Environmental Consultant.
2. The HMMP is Contractor’s comprehensive plan for the management of hazards encountered during the Work of this project. The HMMP is to include the following:
   1. Information about Contractor’s designated Site Safety Representative. Include their training certification, qualifications, their name, and telephone number.
   2. Management spill procedures in the event of any lead materials release or any event that may require modification or abridgment of site control and decontamination procedures.
   3. Intended methods of compliance for lead materials handling Work, including description of engineering controls, personal protective equipment, as well as compliance monitoring as applicable.
   4. Schedule and sequence of Work for all hazardous materials Work.
   5. Worksite Layout Diagram: Detailing location of each regulated area and construction of each containment identifying location of each decontamination units, fire extinguishers, and emergency exits.
   6. A copy of the Site-Specific Hazard Communication Plan in accordance with State and Federal OSHA requirements.
   7. Copies of required licenses, certifications and notifications to handle and control hazardous materials.
   8. Waste hauler identification, insurance information, 24-hour contact telephone number and copy of licenses.
   9. Lead waste disposal sites identification: Name, address, 24-hour contact telephone number and insurance information.
3. For Lead Related Work
   1. Pre-job Submittals:
      1. As part of Contractor’s HMMP, Contractor shall submit the following items listed herein:
         1. Workers documentation
            1. Current State Department of Public Health (CDPH) lead contractor/supervisor training certificates.
            2. Current lead awareness training certificates - workers or CDPH Certified Lead Workers Certificate, as appropriate.
            3. Respiratory fit test records within past six months.
            4. Annual Medical Examination approvals.
            5. Blood lead tests within past 90 days. Material Safety Data Sheets for chemicals used.
         2. Lead Hazard Control Plan pursuant to 8 CCR 1532.1: Procedures for minimizing and controlling the migration of lead from disturbance of lead-containing materials including a written lead hazard or lead removal work plan and schedule with the sequence of Work.
         3. Project Close-out Submittals
            1. Within five calendar days upon the Airport’s Environmental Consultant’s request, or within five calendar days after completion of the remediation or hazard control Work, Contractor shall submit the following:

Updated worker documentation, as needed.

Contractor periodic personal air monitoring results.

Receipt and weight tickets from landfill operator or recycler as applicable.

Waste profiling data (Toxicity Characteristic Leaching Procedure, Waste Extraction Test, and SW846).

1. Within five calendar days upon the Airport’s request, or within five calendar days after completion of the remediation or hazard control Work, Contractor shall submit the completed manifest or evidence of shipment date, recycler, and quantities shipped.

**1.06  QUALITY CONTROL**

1. Field Quality Control Sampling
   1. Perimeter Lead Air Monitoring: The Airport’s Environmental Consultant may elect to perform air sampling in non-work areas of the building before the start of demolition and/or hazardous materials removal Work to establish the background total lead concentration and/or conduct monitoring during lead hazard-related Work, such as demolition, refinishing, or torching and welding activities, to review engineering controls effectiveness and acceptability of Contractor’s work practices. The Airport’s Environmental Consultant, at its own discretion, may collect air samples for analysis by flame atomic absorption or ICP/MS. Air samples will be analyzed for total lead in accordance with NIOSH method 7082 or OSHA method 121. The Perimeter Lead Results shall be maintained as tabulated below. Resampling of the contaminated areas and handling, shipping, and analysis charges (including the Airport’s Environmental Consultant’s time and expenses) for additional sampling required to show background levels below these lead standards shall be borne by Contractor. **Type of Perimeter AreaAction LevelsComments**Construction a. 30 µg/M^3 at any time, or b. 10 µg/M^3 averaged over an eight-hour periodResults in excess of these standards shall require enhanced isolation of the work area, upgrades in the required respiratory protection, amendment of work procedures, and/or clean-up of the affected area.Non-construction, such as offices with typical building occupants1.5 µg/M^3 averaged over an eight-hour periodAir sampling results in excess shall require additional isolation of the work area, amendment of work procedures, and clean-up of the affected area.
   2. Perimeter Lead Wipe Samples: Wipe samples may be collected outside or within representative Work Areas prior to start-up of the lead removal or lead hazard control activities in order to establish the background or pre-existing lead dust content or at the option of the Airport’s Environmental Consultant when evidence of contamination on adjacent areas is visually apparent.
      1. For lead removal Work, the Environmental Consultant may evaluate the lead dust concentrations outside the Work Area on the floor and other horizontal surfaces during the Work progress by collecting wipe samples to evaluate the integrity of the containment and to detect dust contamination resulting from:
         1. Failure to adequately cordon off or contain Work Area dusts, clean-up debris, and use approved work practices, such as wet wiping and HEPA vacuuming.
         2. Incomplete decontamination of personnel or equipment removed from the Work Area(s).
      2. If the test results indicate that any of the level is greater than the background concentrations, or 400 µg/ft^2 for exterior horizontal and floor surfaces, 250 µg/ft^2 for interior horizontal surfaces, and 40 µg/ft^2 for interior floor or horizontal surfaces, whichever is greater, Contractor shall:
         1. Immediately and automatically stop all Work, until corrective actions are completed.
         2. If the sample was collected inside the building but outside the critical barriers or within the decontamination assemblies, isolate and decontaminate the affected area using a HEPA-vacuum and wet cleaning methods.
2. Inspections
   1. Work Area Inspections
      1. Precede all inspection requests by an evaluation by Contractor’s supervisor.
      2. Contractor’s supervisor shall provide in writing a signed or initialed request for inspection to the Airport’s Environmental Consultant.
      3. Inspections are required at the completions of the following job phases:
         1. Pre-cleaning Inspection(s)
         2. Work Area Preparation Inspection
         3. Pre-Encapsulation Inspection
         4. Final Visual Inspection
         5. Waste Handling Inspection
      4. Precede all inspection requests by an evaluation by Contractor’s superintendent. The superintendent shall be a person who has not participated in the supervision, preparation, remediation, and cleanup of the Work Area, except on small-scale, short-duration projects where Contractor’s foreman may serve as the superintendent. The superintendent shall verify that criteria for acceptability have been met prior to requesting an inspection.
      5. Contractor’s superintendent shall provide in writing a signed or initialed request for inspection to the Airport’s Environmental Consultant. Request all inspections at least 24 hours in advance of the time required; inspections shall be performed between the hours of 8:00 AM and 3:00 PM, Monday through Friday, unless otherwise noted. Written requests may be waived and verbal requests accepted for short-duration projects at the discretion of the Airport’s Environmental Consultant. Adequate lighting shall be provided by Contractor.
   2. Pre-cleaning Inspection
      1. The Airport’s Environmental Consultant shall inspect all surfaces requiring pre-cleaning to verify that dust and debris have been removed and cleaned up to an acceptable condition. Multiple inspections may be required to cover all systems and the required phasing of activities.
      2. No object shall be covered until inspected or approved by the Airport’s Environmental Consultant as stated in this Document. When covered before such inspections are made and approved, Contractor shall uncover such work for inspection, subsequently restore it, and replace work of others damaged thereby, all at Contractor’s expense.
   3. Work Area Preparation Inspection
      1. After preparing the Work Area and decontamination enclosure system(s) by Contractor, the Airport’s Environmental Consultant shall conduct an initial inspection to ensure completeness of Work and type containment according to the Specifications.
      2. No lead material removal Work shall commence without the approval of the Airport’s Environmental Consultant following a Work Area preparation inspection.
   4. Pre-Encapsulation Inspection
      1. After detail cleaning has been completed and Contractor’s superintendent has checked and approved the area as adequately cleaned, the Airport’s Environmental Consultant shall inspect all surfaces requiring encapsulation to verify that hazardous materials have been removed and the area and abated surfaces leaned to an acceptable condition.
      2. During such inspections, Contractor will provide adequate lighting, ladders, scaffolding, and workers so as not to curtail the systematic inspection of all surfaces by the Airport’s Environmental Consultant. Areas requiring rework will be tagged in a manner to allow continuation of the inspection in a timely manner. The Airport’s Environmental Consultant shall not be expected to remain within an area requiring extensive re-cleaning.
      3. The pre-encapsulation inspection may be staged to allow inspection of detailed surfaces concurrent with the removal activities in adjoining areas ready for inspection, allowing a buffer zone to protect against cross-contaminating inspected surfaces. For lead removal, a final overall inspection will be required to reconfirm the final wipe down of all horizontal surfaces, which may have been subjected to contamination from airborne releases during the staged inspection process. The staging of inspections shall not preclude Contractor from conducting internal quality control inspections prior to requesting the Airport’s Environmental Consultant’s review.
   5. Final Visual Inspection: After the encapsulation process is complete, the encapsulant is dry, and all debris bags, tools, supplies, and equipment have been removed from the work area, as applicable, the Airport’s Environmental Consultant shall inspect the Work Area to verify the cleanliness of the area, including but not limited to, public and attic areas. The Work Area must be free of visible debris, dust, water, or loose and peeling paints as a minimum.
   6. Waste Handling Inspection: The Airport’s Environmental Consultant shall inspect waste as it leaves the regulated area. Contractor shall ensure that all waste is packaged, labeled, and handled as required. The Airport’s Environmental Consultant may inspect the waste dumpsters at any time, including prior to transportation. Coordinate temporary relocation to a transport staging area with the Airport’s Environmental Consultant prior to removal.

### PART 2. PRODUCTS

**2.01  GENERAL**

1. Prohibited Materials
   1. Mastic or paint removers shall not result in the generation of hazardous waste.
   2. Cleaning agents, equipment, and methods employed shall not in any way damage the substrate or adjoining surfaces and finishes which are to remain. Cleaning solvents shall be non-injurious to the surfaces upon which they are applied. The methods used shall cause no pitting, erosion or damages to the surfaces.
   3. Paint removal chemicals may not attach or leave deposits on the substrate material.
   4. The following tools and equipment are specifically prohibited unless accepted in writing by the Airport’s Environmental Consultant:
      1. High- or low-pressure water-blasting equipment for hosing of ductwork or Work Areas.
      2. Gasoline, propane, diesel, or other fuel powered equipment inside the building.
   5. Equipment that creates excessive noise or vibration that would affect safety of the building or its occupants or generate complaints from the occupants. Equipment shall not exceed an A-weighted sound level of 85 dB as measured at 50 feet from the radiating source.
2. Minimum Requirements
   1. Deliver all materials in original packages, containers, or bundles bearing the names of the manufacturers and the brand names and details for proper storage and usage. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination. Store materials so as not to interfere with the Airport’s or other contractors’ operations.
   2. Do not use damaged or deteriorating materials. Remove damaged materials from the premises. Dispose of contaminated materials in accordance with applicable regulations.

**2.02  MATERIALS AND EQUIPMENT**

1. Protective Devices: Temporary wash stations or showers, disposable clothing, respirators, gloves, hard hats, and other required items. Respirators shall protect against appropriate dusts, fumes and mists as approved by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under provisions of 30 CFR Part 11. Any visitor who enters the work area shall be required to provide their own respiratory protection. Contractor shall ensure that all authorized visitors provide proof of appropriate HAZWOPER and respiratory fitness documentation.
2. Waste Receptacles: Conform to state and federal regulations, with 6-mil minimum thickness waste bags.
3. Polyethylene Sheeting and Dust Barriers
   1. Polyethylene sheeting shall be flame-retardant and approved and listed by the State Fire Marshal in accordance with Section 11111 and/or 11111.1 of the State Health and Safety Code.
   2. Thickness and Size: 6-mil thick minimum, unless otherwise specified, sized to minimize the frequency of joints.
   3. Flammability: Comply with NFPA Standard 701 with a flame spread rating of no greater than 5 and a smoke development rating of no more than 70 when tested in accordance with ASTM accordance with ASTM E84 procedures.
4. Protective Devices to conform to the following:
   1. Polyethylene drop cloths and dust barriers, temporary wash stations or showers, disposable clothing, respirators, gloves, hard hats, and other required items.
   2. Respirators shall protect against lead dusts, fumes and mists as approved by the National Institute for Occupational Safety and Health (NIOSH) under provisions of 30 CFR Part 11.
5. Sealants
   1. Sealants shall, at a minimum, conform to the following:
      1. Shall be Fire resistant.
      2. Shall be compatible with concrete, metals, wood, cable jacketing and other materials capable of preventing fire, smoke, water and toxic fumes from penetrating through sealants.
      3. Shall be asbestos free and shall have a flame spread, smoke and fuel contribution of zero.
      4. Shall be ASTM- and UL-rated for three hours for standard method of fire test for fire stop systems.
   2. Spray adhesives shall not contain methylene chloride or methyl chloroform (1,1,1- trichloroethane) compounds.
   3. Adhesive tape shall comply, at a minimum, with the following:
      1. Must be 2 inches or wider, shall be capable of sealing joints of adjacent sheet of polyethylene and attaching polyethylene sheet to finished or unfinished surfaces of similar materials.
      2. Tape shall be capable of adhering under dry and wet conditions, including use of amended water. Complete taping to critical or sensitive surfaces utilizing preservation sealing tape, such as:
         1. 3M Scotch Brand No. 4811 Preservation Tape; or
         2. 3M Scotch Brands No. 472 Plastic Film Tape
6. Surfactants and Encapsulants
   1. Wetting agents or surfactants shall be effective and compatible with the materials being wetted.
   2. Bridging or penetrating type encapsulants shall have the following characteristics:
      1. Water based. Do not utilize an organic solvent in which the solid parts the encapsulant are suspended.
      2. Non-flammable with no methylene chloride.
      3. U.L. listed encapsulants, in full-scale ASTM E119 fire test, compatible with W.R. Grace “Retroguard, RG-1” fireproofing with “Spatterkote” Type SKII” bonding treatment for structural and decking widths exceeding 24 inches.
      4. Compatible with replacement materials.
7. Paint Removers to conform to the following:
   1. Non-flammable solvent or gel, with a flash point above 140 degrees Fahrenheit.
   2. Of low odor type.
   3. Solvent waste shall not result in the generation of hazardous waste as described under 22 CCR, Division 4.
   4. Removers shall NOT contain methylene chloride, halogenated hydrocarbons, or any of the following glycol ethers:**Common NameAbbreviationCAS #Chemical Name**Ethylene glycol methyl etherEGME109-86-42 - methoxyethanolEthylene glycol methyl ether acetateEGMEA110-49-62- methoxyethyl acetateEthylene glycol ethyl etherEGEEA111-15-92- ethoxyethanolEthylene glycol dimethyl etherEGDME110-71-41,2-dimethoxyethaneEthylene glycol diethyl etherEGDEE629-14-11,2 - diethoxyethaneDiethylene glycolDEG111-46-62,2 - dihydroxyethyl etherDiethylene glycol methyl etherDEGME111-77-32-(2-methoxyethoxy) ethanolDiethylene glycol ethyl etherDEGEE111-90-02- (2-ethoxyethoxy) ethanolDiethylene glycol dimethyl etherDEGDME111-90-6Bis-(2-methoxyethoxy) etherTriethylene glycol dimethyl etherTEGDME112-49-22,5,8,11-tetraoxadodecaneDipropylene glycolDPG110-98-52,2 - dihydroxyisopropyl
8. Vacuums and Negative Pressure Units (NPUs) used for cleanup of materials and detailing shall be HEPA-filtered, clean, without significant dents, marring, or otherwise unprofessional appearance. Coordinate with the Airport’s Environmental Consultant for inspection and approval prior to bringing this equipment into a building. Conduct DOP testing on-Site in the presence of the Airport’s Environmental Consultant for all HEPA-filtered units.
9. Air Filtration Devices shall, at a minimum, conform to the following:
   1. Filtration devices shall be HEPA filtration systems bearing a UL 586 label indicating its ability to perform under specified conditions. Filters shall be marked with the name of the manufacturer, serial number, airflow rate efficiency and resistance, and the direction of the test airflow. Provide units with two stages of pre-filtering, as follows:
      1. A low efficiency type first stage pre-filter for particle sizes 100 micrometers and larger.
      2. A medium efficiency type second stage pre-filter effective for particle sizes down to 5 micrometers
      3. Pre-filters installed either on or in the intake grid to the exhaust unit and held in place with special housings or clamps
   2. HEPA-filtration exhaust units are to include:
      1. An elapsed time meter showing the total accumulated hours of operation.
      2. An electrical interlock preventing operation of the unit without a HEPA filter.
      3. An automatic shutdown system to stop the fan in the event of a rupture in the HEPA filter or a blocked air discharge.
      4. Warning lights to indicate normal operation (green), moderately high pressure drop across the filters, such as due to filter overloading (yellow), and too high of a pressure drop due to an overloaded or ruptured HEPA filter or obstructed discharge (red).
      5. An audible alarm if the unit shuts down due to operation of the safety systems.
      6. Electrical components approved by the National Electrical Manufacturers Association (NEMA) and the Underwriter’s Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. Properly ground the motor, fan, fan housing, and cabinet.
      7. A cabinet constructed of steel or aluminum capable of withstanding damage from rough handling and transportation, with a width under 30 inches to fit through a standard-size doorway, mounted on casters or wheels.
      8. Several spare HEPA-filtered exhaust units on-Site to be used as needed should active units fail.
10. Waste Containers
    1. Waste Receptacles to conform to federal and State regulations, with 6-mil minimum thickness or glove bags or waste bags.
    2. Sealable drums shall be of 30- or 55-gallon capacity constructed of fiber or metal with tightly fitting lids for hazardous waste disposal. Label the drums and bags in accordance with U.S. EPA and Bay Area Air Quality Management District (BAAQMD) requirements, including the Generator I.D. number or location identification, and manifest number. Provide air and watertight drums. If previously used, the drums shall be food grade and shall be approved by the Airport’s Environmental Consultant prior to their storage or use on-Site. Sealable polyethylene bags shall be of 6-mil minimum thickness for asbestos disposal. Size bags to fit within drums specified above.
11. Cleaning Agents
    1. Cleaning agents, equipment, and methods employed shall not in any way damage the substrate or adjoining surfaces and finishes. Cleaning solvents shall be non-injurious to the surfaces upon which they are applied. The methods used shall cause no pitting, erosion or damages to the surfaces.
    2. Do not use chemicals that may attach or leave deposits on the substrate material. Modify the process or processes to suit the finish, hardness, and condition of the surface to be cleaned.

### PART 3. EXECUTION

**3.01  EXAMINATION**

1. Review materials survey reports and information and ensure the information is available to all Subcontractors and trades.
2. Promptly notify the Airport’s Environmental Consultant of differing conditions of suspected materials not identified or listed in the Contract Documents.
3. Notify the Airport’s Environmental Consultant, in writing, a minimum of 48 hours in advance of any planned disturbances to any hazardous materials or prior to performing any hazardous materials remediation.
4. Disturbance of lead containing materials, including demolition, surface preparation, or removal of paint, can contaminate air, soil, and water surrounding the job site. It is the responsibility of Contractor to evaluate and determine the most appropriate level of containment necessary to prevent the uncontrolled release of hazardous materials from the job site.
5. In accordance with Cal/OSHA regulatory requirements, establish the required class of containment, of ventilation, and of air monitoring as appropriate for the removal means and methods as selected to perform the specific removal Work. These systems shall be sufficient to control exposures to workers, the public, and to protect the surrounding environment.

**3.02  PREPARATION**

1. Protective Procedures and Workers Protection
   1. Protect Visitors and Other Site Personnel: Cordon off the hazardous materials removal and hazard control area(s) with appropriate signs, and provide temporary tunneling or scaffolding, as applicable.
   2. Provide Site security to assure that no member of the public or any unqualified or untrained person is able to gain access to any hazardous materials Work Area at any time while maintaining open access and egress routes at all times.
   3. Provide worker training, respiratory protection, and medical examinations to meet applicable regulations.
   4. Provide temporary lighting and power to Work Areas, including installation of ground fault interrupters as required. Ensure that all electrical power terminating in the Work Area, including but not limited to outlets and lights are disconnected and cannot be re-energized during the course of the Work. Fully ground all equipment within the Work Area and decontamination assemblies.
   5. Construct enclosure system(s) for worker and equipment decontamination.
   6. Establish negative pressure in Work Area(s) as required.Follow and follow hazard control procedures as outlined under Cal/OSHA regulations CCR 1532.1 and CDPH regulations 17 CCR Sections 11111 through 11111.
   7. Provide workers with sufficient sets of protective full-body clothing to be worn in the designated Work Area and whenever a potential exposure to lead, asbestos, and hazards exists. Such clothing shall include but not be limited to full-body coveralls, headgear, eye protection, and gloves. Disposable-type protective clothing, headgear, and footwear may be provided.
   8. Respiratory Protection: Comply with Cal/OSHA Regulations included in 8 CCR Section 1532.1 and ANSI Standard Z88.2, “Practices for Respiratory Protection: Workers” shall wear appropriate respiratory protection during lead hazards Work.
2. Site Protective Controls
   1. Locate temporary scaffolding and containment barriers, as required, and proceed with the construction or demolition, allowing for continued operation of any adjacent occupied areas, as applicable.
   2. Erect temporary protective covers over pedestrian walkways and at points of passage for persons or vehicles, which are to remain operational during the Work.
   3. Where life safety systems shall be made non-operational, coordinate shutoff with the Airport’s Environmental Consultant. Protect all wiring associated with the system.
   4. Air Filtration Devices
      1. Differential air pressure systems for each work area to be in accordance with Appendix J of the EPA’s “Guidance for Controlling Asbestos-Containing Materials in Buildings”, EPA 560/5-85-024.
      2. Minimum work area differential air pressure of -0.025 inch w.g. and 4 air changes per hour at all times when required, including during the removal, gross clean-up, waste transfer, and encapsulation activities. Account for fluctuations of the negative pressure by aiming for a higher-pressure differential at the project outset to ensure that the chances of the pressure differential dipping below -0.025 inch w.g. are minimal.
      3. Provide sufficient number of units for each Work Area to maintain differential air pressure in the work area at -0.025 inch w.g. between the Work Area and adjacent non-work areas at all times, allowing for stack and thermal effects. Locate unit(s) so that the primary make-up air enters the zone through the decontamination facilities and traverses the Work Area as much as possible, unless otherwise approved by the Airport’s Environmental Consultant.
      4. Provide on-Site certification of all HEPA-filtered negative pressure units to document adequate filtration efficiency for all units exhausting internally within the building or as otherwise required by the Airport’s Environmental Consultant. Systems shall be certified by DOP or Portacount testing, signed by an independent tester or Contractor’s Site Safety Representative. DOP testing shall verify an in-situ efficiency of 99.97% or greater.
   5. Exhaust Air
      1. Establish negative pressurization within the Work Area exhausting air ducted through temporary panels located in window frames or exterior doorways. Such panels must be designed to prevent rainwater from entering the Work Area.
      2. Unless otherwise directed by the Airport’s Environmental Consultant, Contractor shall replace windows removed at the completion of hazardous materials removal work. Vent exhaust air to the exterior of the building at locations approved by the Airport’s Environmental Consultant unless otherwise noted or directed.
      3. Do not locate exhaust outlets near or adjacent to other building intake vents or louvers or at the entrances to the building. Do not exhaust air into the building interior spaces or within 50 feet of the building’s supply air intakes, unless otherwise noted or directed by the Airport’s Environmental Consultant.
   6. Decontamination Enclosure Systems
      1. Construct a decontamination enclosure system (as a minimum) in accordance with Cal/OSHA Regulation 8 CCR Section 1532.1. The systems shall be contiguous to the Work Area consisting of three totally enclosed chambers and airlocks. Mobile isolation enclosures will be permitted in areas where space limitations will not permit such construction.
      2. Post all emergency telephone numbers, notifications, emergency exiting diagrams and procedures, as required.
      3. Post danger signs at the entrance to all decontamination units, per 8 CCR 1532.1.
      4. The Airport’s Environmental Consultant prior to construction must approve location of decontamination enclosure systems.
      5. Mobile Isolation enclosure(s) shall be constructed of rigid frames (either 2-inch by 4-inch wood construction or PVC tubing, as appropriate) and polyethylene sheeting or rigid Plexiglas sheets. Do not tape, nail, puncture or disturb asbestos containing building materials to attach, or secure the mini enclosure system.
      6. No eating, drinking, smoking, or chewing gum or tobacco is permitted in or near the lead Work Areas or decontamination enclosure systems except in areas designated by the Airport’s Environmental Consultant. Smoking will not be permitted in the clean room and near storage or usage areas of flammable materials, such as spray adhesive and mastic removers. Smoking is also prohibited inside a building or within 30 feet of a building.

**3.03  LEAD REMOVAL AND HAZARD CONTROL**

1. Notifications
   1. Notify the Environmental Consultant, in writing, a minimum of 48 hours in advance of any lead removal Work.
   2. When disturbing paint, notify various affected parties:
      1. Notify other building tenants / occupants no less than three business days before Work begins.
      2. Post a “Lead Work In Progress” sign before work begins if containment is needed to prevent lead-based paint from migrating to another property.
      3. Remove the sign when Work is complete.
   3. Work Pre-Job Notification form as required by the State Division of Occupational Health and Safety pursuant to Section 1532.1 of Title 8 of the State Code of Regulations.
2. Prohibited Activities
   1. The following activities are prohibited unless written permission otherwise is given by the Airport’s Environmental Consultant:
      1. Open flame burning or torching, including propane-fueled grids.
      2. Scrapping, sanding, and grinding without proper containment of HEPA vacuum exhaust tools.
      3. Uncontained hydroblasting or high-pressure wash.
      4. Heat guns operating above 1,100 degrees Fahrenheit.
      5. Dry sweeping of debris.
      6. Removal, burning through, torching, heating, or welding have painted or coated surfaces by torch or flame.
      7. Removal, disturbance, welding, or heating of or through lead-containing coatings with a torch or flame, except as unavoidable due to a condition where there is back-to-back structural elements with paint in between that cannot be adequately previously abated without affecting the integrity of the structure. For these conditions, Contractor is required to provide adequate lead hazard control as required to perform the Work.
      8. Disturbance of lead-painted or lead-coated surfaces scheduled to remain by cutting, sawing, grinding, or other construction operations without adequate dust controls.
      9. Under no circumstances shall workers or supervisory personnel eat, drink, smoke, chew gum, or chew tobacco or remove their respirators in the Work Area or in the proximity to lead hazard operations.
      10. The use of steam cleaning and compressed air removal methods.
      11. Abrasive blasting or sandblasting without local HEPA exhausts dust collectors, and containment.
3. Handling Requirements
   1. For existing lead-painted or lead-coated surfaces that are present, advise workers of the potential hazards.
   2. For areas where handling or disturbance of loose or peeling paints are required, verify that the paint that remains on interior walls, ceilings, and other surfaces in areas of active work, as applicable, is adhered to the substrate sufficiently to prior to demolition. Paints that peel or loosen during wetting shall be handled and removed as specified in this Article.
   3. Building components with intact and non-peeling, lead containing coatings may be disposed of as general construction debris when done so in compliance with applicable laws and regulations.
   4. During demolition, wet down building components and apply localized dust controls. Clean debris and surfaces with HEPA-filtered vacuums or wet methods. Dry sweeping is not permitted. Shoveling, wet sweeping, and brushing may be used only where vacuuming or other equally effective methods have been tried and are found to be ineffective for controls of potential hazardous airborne emissions.
   5. Loose debris and scraped materials with a lead content greater than 1000 mg/kg or 5.0 mg/l shall be treated as hazardous. Workers shall decontaminate themselves and appropriate equipment prior to eating, drinking and smoking.
4. Building/Work Area Isolation and Signs
   1. Construct temporary isolation partitions, tunnels, and other critical barriers. Enclosures shall include, as minimum, polyethylene barriers impervious to dust and wind, taped and sealed joints. Equip critical barriers with transparent viewing ports, where feasible, to allow views by authorized personnel of the lead-related Work activities throughout the regulated area. Contractor shall secure area entrances and exits.
   2. Cordon off active lead hazard zone(s) and post with warning signs at entries to regulated areas. Affix appropriate warning signs at the entry and approaches to the regulated area(s) as follows:WARNINGLEAD WORK AREAPOISONNO SMOKING OR EATINGAUTHORIZED PERSONNEL ONLY
   3. Cordon off the proximity (within approximately 20 feet) of Cal/OSHA Activity Class I & II Work Areas using construction tape or other appropriate means. Only the lead certified worker, the Airport’s Environmental Consultant, and its representatives will be allowed in the restricted access area. Anyone entering the regulated “cordoned” Work Area shall wear appropriate respiratory protection and disposable coveralls equivalent to the type of personal protective equipment used by those performing the activity. Affix appropriate warning signs at the entry and approaches to the regulated area(s).
   4. Contractor shall decide the size of each daily work area to be cordoned off under the various Activity Class Categories. Contractor shall fully isolate all Cal/OSHA Activity Class III remediation zones unless otherwise directed by the Airport’s Environmental Consultant Seal off entrances to these work areas with one layer of 6-mil plastic sheeting or barrier tape, as applicable.
5. Loose and Peeling Paint Hazard Controls
   1. Scrape loose and peeling paints and use dust controls for demolition of lead coated architectural and structural elements as indicated in the Plans and following dust control procedures as outlined under Cal/OSHA Regulation 8 CCR 1532.1.
   2. HEPA vacuum residual debris and wet wipe affected substrates as required for clearance inspection or testing. Characterize the waste for possible disposal as a hazardous waste.

**3.04  LEAD REMOVAL PROCEDURES**

1. Painted Plaster Ceiling/Wall/Column Lead Paint Removal
   1. Provide ladders and scaffolding to access and remove paint and or paint/substrate from all surfaces, as applicable. Ceilings are to be scraped first in each area.
   2. Remove materials at applicable locations. Wet wipe, as required. Lightly dampen the work surface and mist the surrounding area continuously throughout the scraping process.
   3. Scrape and nylon brush decorative or rough ceiling surfaces or trusses, as applicable, to remove the paint and or paint/substrate. Then, HEPA vacuum these surfaces.
   4. After scraping, HEPA vacuum all surfaces to remove any remaining dust.
2. Exterior Paint Removal
   1. Place drop cloths on the ground surrounding surfaces to catch any debris from scraping lead-based coatings, as applicable.
   2. Erect temporary protective covers over pedestrian walkways and at points of passage for persons or vehicles, which may remain operational during the course of the paint removal.
   3. Protect glass, metal trim and attachments, polished stone, or other sensitive materials and finishes from contact with chemical paint removers by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape. Apply masking agent to comply with the manufacturer’s recommendations. Do not apply liquid masking agent to painted or porous surfaces, or masonry, as applicable.
3. Steel/Metal/Piping Spot Removal
   1. Remove paints on steel components scheduled for welding or torching using a chemical stripper, needle gun or other approved methods as outlined in the approved Contractor’s Hazardous Materials Management Plan (HMMP).
   2. Use drop cloths, polyethylene barriers, Hudson, and airless sprayers and other methods as required for dust control.
   3. Characterize and dispose of paints and rags separately for possible disposal as a hazardous waste.
4. Loose Debris Clean up
   1. Construction operations may occasionally disturb loose and peeling paints outside the immediate work area through building vibration or other means. All such loose paint and debris shall be cleaned-up daily using a HEPA-filtration vacuum. Provide adequate protection to offset future disturbances by abating or otherwise sealing affected surfaces.
   2. Clean-up background or construction-related dusts from demolition of lead-coated elements or other contaminant sources using wet methods and HEPA-filtered vacuums.
   3. Do not dry sweep.
5. Leaded Ceramic Tile Demolition
   1. Manually demolish ceramic wall tiles using drop cloths, wet methods, and HEPA vacuums for dust control in compliance with Cal/OSHA regulation 8 CCR 1532.1.
   2. Avoid dry sweeping. Clean-up daily all work areas before leaving the site.
   3. For tiles mounted to concrete, plaster or masonry substrates, isolate the room and establish negative pressurization of the work areas using HEPA-filtered negative pressure units and demolish the tiles using a pneumatic or electric chipper or jackhammer. Continuously mist the work area during chipping activities.
   4. Dispose of debris as hazardous waste. HEPA vacuum the fine debris and dust residues and disposal as hazardous waste.
6. Special Techniques
   1. Cordon off the proximity (with approximately 20 feet) of Activity Class I Work Areas using construction tape, polyethylene dust barriers, or other appropriate means.
   2. Persons entering the regulated “cordoned” Work Area shall wear appropriate respiratory protection and full body coveralls.
   3. Affix appropriate warning signs at the entry and approaches to the regulated area(s).
   4. Lockout electrical and HVAC equipment within the regulated area as necessary.
   5. Protect floors, furnishings, and other items with polyethylene drop cloths or other acceptable means to prevent contamination.
   6. Maintain Work Area surfaces as free as practicable from accumulated dust or debris.
   7. Clean equipment, tools and containment structures within regulated areas, at a minimum, with HEPA vacuums or wet methods.
   8. Conduct operations to prevent injury to adjoining facilities, facility staff and the public.
   9. Prevent chemical cleaning agents from coming into contact with pedestrians, and other surfaces, which could be injured or damaged by such contact.
   10. Do not spray or scrape outdoors during winds of sufficient force to spread cleaning agents to unprotected surfaces.
   11. Avoid direct welding or cutting on any coated surfaces by mechanically or chemically removing the coating to a distance of at least 6 inches from the point at which heat is applied.
   12. If surface coatings are not removed feasibly prior to welding or cutting, provide local exhaust ventilation to capture the aerosolized lead, using HEPA filters.
   13. Where mechanical removal of surface coatings constitutes a Level II activity, provide power tools, to the extent feasible, with local HEPA exhaust or dust collector systems to capture the aerosolized lead.
7. Removal of Surface Coatings with Power Tools
   1. Where mechanical removal of surface coatings constitutes a Level II activity, provide power tools, to the extent feasible, with local HEPA exhaust or dust collector systems to capture the aerosolized lead.
      1. Removal with power blasting tools: For steel-coated structures and as approved by the Airport’s Environmental Consultant, power blasting tools may be used for removal of the lead-based paint or hazardous coating materials. A containment shall be erected to control emissions. As part of the HMMP, a detailed work plan including an enclosure system with dust collection systems and exhaust ventilation as needed shall be submitted and approved by the Airport’s Environmental Consultant prior to using this method.
      2. Removal with Power Washing: For industrial facilities or where otherwise approved by the Airport’s Environmental Consultant, power washing may be used for removal of the lead-based paint or contamination. Use of this method requires construction of containment and filtering system to segregate activities and waste from active work areas. Adequately protect adjoining sensitive materials and equipment from damage or inclusion within the lead remediation waste. Deactivate electrical systems or adequately protect them prior to the power washing. A detailed work plan including an enclosure system shall be submitted and approved by the Airport’s Environmental Consultant prior to conduct such activities.
      3. Removal with Sodium Bicarbonate Blasting: For areas requiring complete removal of all coating residues, use of sodium bicarbonate blasting may be used to supplement scraping or chemical stripping. Use of this method requires construction of containment and filtering system to segregate activities and waste from active Work Areas. Adequately protect adjoining sensitive materials and equipment from damage or inclusion within the lead remediation waste. Deactivate electrical systems or adequately protect them prior to the water and sodium bicarbonate blasting. A detailed work plan including enclosure shall be submitted and approved by the Airport’s Environmental Consultant prior to such activities.
8. Removal of lead-containing jacketed telephone cable
   1. Removal, handling, and disposal of lead-jacketed telephone cables that may be encountered during demolition activities shall be conducted in accordance with the Cal/OSHA’s Construction Lead Standards 8 CCR 1532.1 and CDPH Regulation 17 CCR Section 11111 through 11111. This includes, isolation controls, personal protective procedures, and dust controls
   2. Prevent dust generated from trimming, cutting, and otherwise manhandling lead-sheathed telephone cables, dust from deconstructing, and hauling off outmoded equipment and dust from soldier waste deposited on floors.
   3. Isolate and remove in its entirety each cable designated for removal. Use appropriate equipment and work practices to prevent lead releases. If at all feasible remove the cables using hand electrical shear tools with local HEPA exhaust or dust collector systems to capture the aerosolized lead. To further minimize lead dust during the cutting, apply isolation materials such as foam or “Vaseline” in the entire area of the cutting.
   4. Segregate, containerize, and characterize the electrical cables for waste disposal in accordance with Part I.
9. Final Clearance
   1. The lead removal zone shall remain secured until cleared by the Airport’s Environmental Consultant.
   2. Visual Inspection: When Contractor considers the Work or a designated portion of the Work to be complete, Contractor shall notify the Airport’s Environmental Consultant that the Work is ready for clearance inspection.
   3. Within a reasonable time after receiving notification from Contractor, the Airport’s Environmental Consultant will perform a visual inspection of the Work Area.
   4. Evidence of lead contamination identified during the inspection will necessitate further cleaning as specified herein.
10. Waste Disposal and Manifesting
    1. Packing, labeling, transporting, and disposing of hazardous waste shall comply with the requirements specified in the Contract Documents.
    2. Laboratory costs associated with analyses required for disposal shall be at Contractor’s expense.
    3. Segregate, containerize, and characterize construction debris including, rags, protective coveralls, polyethylene sheeting, and other consumable items. Waste shall be packaged in accordance with the applicable U.S. Department of Transportation regulations included in 49 CFR Parts 173, 178 and 179.
    4. Profile waste with an approved landfill or incinerator by means of standard digestion and extraction tests (Toxicity Characteristic Leaching Procedure, Waste Extraction Test, and SW846), as appropriate. If debris is to be recycled, provide a bill of lading and a memorandum from the recycler acknowledging that lead may be present and Work activities and disposal will comply with applicable regulations.
    5. A waste characterization process must be used to determine if metal with LBP meets the “scrap metal” definition under Title 22. Contractor shall make this determination and submit this determination to the Airport’s Environmental Consultant on a written statement.

**3.05  FINAL PROJECT CLEAN-UP AND REOCCUPANCY CLEARANCE CRITERIA PROCEDURES**

1. Lead Wipe Sample Clearance Criteria
   1. The Airport’s Environmental Consultant will collect clearance wipe samples after approving the Work Area cleanliness based on visual inspection. The wipe samples will be collected from building surfaces, NOT from plastic sheeting or other temporary barriers. Contractor shall re-clean the area if surface lead concentrations exceed any of the following CDPH definitions of lead contaminated dust:**Wipe Clearance CriteriaFor**40 micrograms/ft2Interior floors250 micrograms/ft2Interior horizontal surfaces400 micrograms/ft2Exterior floor and horizontal surfaces
2. Lead Clearance Air Sampling: Where lead remediation occur concurrently with asbestos remediation activities, the area may be cleared (in addition to the wipe samples) by aggressive air sampling, where airborne lead concentrations following the final visual inspection shall not exceed the EPA’s NAAQS standard of 1.5 micrograms/M^3 as analyzed by NIOSH method 7082 (flame atomic absorption) or 7105 (graphite furnace atomic absorption) or ICP/MS.

**3.06  LEAD WASTE DISPOSAL**

1. Description of Work
   1. This Article describes the procedures to be followed in the handling, storage, and disposal of lead waste materials.
2. Contractor’s Responsibility
   1. Contractor: Contractor shall dispose of lead-contaminated waste material in a manner consistent with appropriate local, state, and federal regulations. The proper characterization and disposal of contaminated solid waste and wastewater shall be the responsibility of Contractor.
3. Quality Assurance
   1. Contractor shall conform to the following qualifications:
      1. Perform all work by a Contractor licensed in the State of State for lead waste transportation and disposal.
      2. Work shall be accomplished by Contractor with proper equipment and personnel experienced in lead waste transportation and disposal.
      3. Demonstrate to the Airport’s satisfaction expertise of personnel, adequacy and dependability of equipment, and techniques proposed for use.
   2. Site Inspection: While Work is in progress, the Project is subject to on- and off-Site monitoring by the Airport and the Airport’s Environmental Consultant who may be assisted by safety and/or health personnel. If non-environmental Work is found to be in violation of this Document, the Airport may issue a stop Work order. If environmental Work is found to be in violation of this Document, the Airport and/or the Airport’s Environmental Consultant may issue a stop Work order. Once issued, a stop Work order shall be in effect immediately and shall continue until the violation has been corrected. Work shall not resume until Contractor has received approval from the issuing party in writing allowing Work to proceed. Standby time required to correct the violation shall be at Contractor’s expense.
4. Job Conditions
   1. Contractor shall perform all handling, transportation, and disposal operations Work without damage or contamination of equipment.

**END OF DOCUMENT**

## DOCUMENT 01 35 43.15 PCB Remediation

### PART 1. GENERAL

**1.01  SUMMARY**

1. This Document describes the requirements to perform PCB remediation where specified or when encountered as an unanticipated condition. This Document primarily addresses PCB remediation in building construction materials (ballasts, paints).
2. This Document describes the health and safety requirements to perform PCB remediation activities.
3. Contractor shall review all information and reports relating to PCB containing materials collected and prepared by the Airport. The information and reports are provided for Contractor’s convenience and use for identifying where known or suspect materials reside within the Work Area. Contractor shall identify data gaps and conduct its own testing and discovery to definitively identify the full extent of such materials within the Work Area.

**1.02  FIRE MARSHAL REVIEW**

1. Contact the Airport Fire Marshal to review remediation procedures prior to the start of Work.
2. Comply with Airport Fire Marshal’s as-needed fire safety related requirements.

**1.03  CODES AND REGULATIONS**

General Requirements

1. All Work under this Contract, and any other trade work in conjunction with the disposal of the hazardous material, shall be done in strict accordance with all applicable local, state, and federal regulations, standards and codes governing handling, transportation, and disposal of hazardous waste materials.
2. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these Documents exists, the most stringent requirements shall be used.
3. Contractor shall refer to Document 01 41 13 (Regulatory Requirements, References, Definitions, and Acronyms – Hazardous Materials)for applicable codes and regulations.
4. Contractor shall have copies of all standards, regulations, codes, and other applicable documents (including this Document) available at the job site.
5. 40 CFR 761 - PCBs Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.

**1.04  WORKER PROTECTION AND TRAINING**

1. Contractor shall ensure that all workers who will work in a full containment environment have received required training, medical monitoring, respiratory protection, and protective clothing as required by Cal/OSHA regulations. Contractor shall provide protective equipment to Contractor’s personnel who are handling, loading, and unloading containers. The protective equipment shall consist of disposable head, body, and foot protection of a different color from the remediation personnel in the Work Area and, at a minimum, non-disposable half-face piece, air-purifying, dual cartridge respirators equipped with P100 HEPA Filters. If for any reason a Contractor’s employee at the disposal site suspects that their clothing has become contaminated during the disposal process, he or she shall remove the contaminated clothing at the disposal site, and don clean disposable clothing for the return trip to the remediation site.
2. Training: All remediation personnel shall have initial 40-hour Cal/OSHA HAZWOPER training and eight-hour annual refresher training, as applicable. Certificates of training shall be submitted to the Government’s Representative.

### PART 2. PRODUCTS

**2.01  PRODUCTS**

1. General
   1. General Requirements: Contractor shall deliver all materials in their original packages, containers, or bundles bearing the name of the manufacturer and the brand name (where applicable). Materials shall be standard cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be the manufacturer’s latest standard design that complies with this Document. Materials shall essentially duplicate items that have been in satisfactory commercial or industrial use at least two years prior to the Notice to Proceed.
   2. Material Storage: Materials shall be properly stored, adequately protected, and carefully handled to prevent damage before and during installation. Materials shall be handled, stored, and protected in accordance with the manufacturer’s recommendations and in a manner acceptable to the Airport. Contractor shall store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
   3. Damaged Materials: Contractor shall not use damaged, deteriorating, or previously used materials. Contractor shall remove these materials from the job site and dispose of them properly. Items that the Airport or the Airport’s Environmental Consultant deems damaged or defective shall be replaced at no cost to the Airport.
2. Materials
   1. Polyethylene Sheet
      1. Polyethylene Sheet: Contractor shall provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. The largest size possible to minimize seams, 6 mil thick unless otherwise specified, and frosted or black as indicated, should be used in areas where there could be exiting difficulties in case of emergency or lack of equipment or a potential for fire.
      2. Reinforced Polyethylene Sheet: Where the plastic sheet constitutes the only barrier between the Work Area and the building exterior, Contractor shall provide translucent, nylon reinforced or woven, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. The film shall be the largest size possible to minimize seams, 6 mil thick unless otherwise specified, frosted or black as indicated. The reinforced film should be used in exterior applications where the sheet is expected to be stressed by winds or in locations where strength is required.
   2. Warning Signs: Contractor shall post warning signs as required by Cal/OSHA requirements.
   3. Tape and Glue: Contractor shall use tape and/or glue capable of sealing joints of adjacent sheets of plastic and attachment of plastic sheet to finished surfaces without damage to existing finish or unfinished surfaces of dissimilar materials. The tape and/or glue shall be capable of adhering under wet conditions, including use of amended water.
      1. Duct Tape: Contractor shall provide duct tape in 2- or 3-inch widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
      2. Spray Adhesive: Contractor shall provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.
   4. PCB waste materials must be containerized and labeled:
      1. “CLASS 9 PLACARD”
         1. HAZARDOUS MATERIAL
         2. STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
         3. IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
            1. AUTHORITY OF THE State
            2. DEPARTMENT OF TOXIC SUBSTANCES AND CONTROL
            3. RQ, HAZARDOUS WASTE, LIQUID
            4. NAME, ADDRESS, SITE LOCATION, GENERATOR NUMBER
            5. P.O.P.S. CERTIFICATION
   5. PCB Containers
      1. Containers used for the PCB shall be in accordance with the Department of Transportation specification containers identified in 40 CFR 761.65 or in containers that comply with 49 CFR 178.118.
      2. All PCB containers shall be properly labeled in accordance with 40 CFR 761, identifying the contents as PCB articles. If PCB light ballasts are leaking, then the ballasts shall be double contained with sufficient sorbent materials to absorb the liquid contained in the PCB article.
   6. PCB Spill Response Equipment
      1. Solutions required to cleanse solid surfaces contaminated with PCB fluids shall be non-halogenated solvents or other materials in which PCBs are at least 5% soluble (by weight). A volume of PCB-free fluid sufficient to cover the contaminated surface shall be used in each wash/rinse.
      2. Sorbent materials are required to absorb the PCB fluids and to wipe contaminated surfaces.
      3. Polyethylene sheeting and approved containers are required to contain any runoff resulting from the cleansing of contaminated surfaces. Precautions shall be taken to dispose of wastes generated during cleansing.
   7. PCB Coatings / Contamination Remover Systems
      1. Aqueous potassium hydroxide at a pH between 9 and 12; or
      2. Water containing 5% sodium hydroxide by weight; or
      3. Peel Away 1 by Dumond Chemicals, Inc. with a 9% sodium hydroxide content, Super C Lead Strip by W. R. Grace and Co. with <22% sodium hydroxide, or equivalent; with
      4. Peel Away Neutralizer by Dumond Chemicals, Inc., or equivalent.
3. Equipment
   1. Contractor shall provide a sufficient supply of disposable mops, rags, and sponges for Work Area decontamination.
   2. Contractor shall provide a sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g., scrapers, wire cutters, nylon bristle brushes, utility knives, and wire saws).
   3. Contractor shall provide rubber dustpans and rubber squeegees for cleanup.
   4. Contractor shall provide a sufficient supply of HEPA filtered vacuum systems during cleanup.
   5. Contractor shall provide suitable equipment for inter-room communications, such as “walkie-talkies” or “radio band” communicators. Contractor shall provide the Airport with the frequency utilized by such devices to ensure that a conflict will not exist with other Airport frequencies in use.

**2.02  WORKER PROTECTION**

1. Protective Clothing
   1. Coveralls: Contractor shall provide one-piece disposable clothing including head, foot and full body protection in sufficient quantities and adequate sizes for all workers and authorized visitors. This clothing shall consist of opaque material impenetrable by asbestos fibers and lead-based paint dust. Specific hazards, such as PCB fluids, which are likely to be encountered during the removal of light ballasts and tranaiarmers, shall require Saranac-coated Tyvek. Disposable clothing may not be worn over the worker’s work clothes. This disposable clothing may be re-worn provided it remains inside the equipment room until ready for cleaning or disposal. Cleaning shall adhere to guidelines outlined in 29 CFR 1926.1101. Protective coveralls, particularly as required to protect against contact with use of caustic solutions.
   2. Boots: Contractor shall provide, at no cost, work boots with nonskid soles, and where required by Cal/OSHA, foot protectors, for all workers. Do not allow boots to be removed from the Work Area for any reason after being potentially contaminated. Thoroughly clean, decontaminate, and bag boots before removing them from Work Area at the end of the Work.
   3. Hard Hats: Contractor shall provide head protectors (hard hats) as required by Cal/OSHA for all workers. Require hard hats to be worn at all times that Work is in progress that may potentially cause head injury. Provide hard hats of a type with plastic strap type suspension. Require hats to remain in the Work Area throughout the Work. Thoroughly clean, decontaminate, and bag hats before removing them from Work Area at the end of the Work. Hard hats older than the manufacturer’s expiration date shall not be used.
   4. Goggles: Contractor shall provide eye protection (goggles) as required by Cal/OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
   5. Gloves: Contractor shall provide work gloves to all workers as required. Do not remove gloves from Work Area. Dispose of gloves as contaminated waste at the end of the Work.
2. Additional Protective Equipment: Disposable coveralls, head covers, and footwear covers shall be provided by Contractor for the Airport, Airport’s Environmental Consultant, and other authorized representatives who may monitor the job site.
3. Any visitor who enters the Work Area shall be required to provide their own respiratory protection. Contractor shall ensure that all authorized visitors provide proof of appropriate HAZWOPER and respiratory fitness documentation.

### PART 3. EXECUTION

**3.01 PCB BALLASTS REMOVAL PROCEDURES**

1. Always layout plastic sheeting as a dropcloth before dissembling a light fixture.
2. Identify PCB ballasts: All ballasts not specifically labeled “non-PCB” or “PCB free” shall be considered PCB-containing.
3. Procedures for Removal of Non-Leaking Ballasts: Non-leaking ballasts shall be removed from their fixtures and packed in kitty litter-lined steel drums for hazardous waste disposal. Workers removing ballasts are required to wear protective gloves as a precaution against unforeseen leaks or damage.
4. Procedure for Handling Leaking PCB Ballasts
   1. Workers removing ballasts from fixtures shall wear protective clothing and nitrile or neoprene gloves.
   2. Leaking ballasts pose a health and safety hazard and shall therefore be removed by trained workers only (Cal/OSHA 40-hour HAZWOPER training is recommended).
   3. Wipe down the fixture showing signs of overheated or leaking ballasts with paper towels after the unit has been cooled to room temperature.
   4. Follow with additional wiping with an organic solvent, e.g., mineral spirits or isopropyl alcohol.
   5. Place leaking ballasts and rags into a plastic bag, which is tied-off and secured.
   6. Pack the ballasts in kitty litter-lined steel drums for hazardous waste disposal.
5. Procedure for Packing of PCB Ballasts for Disposal
   1. Pack PCB ballasts and bagged leaking ballasts and rags into a steel drum, sealed, labeled, and transported to an approved incinerator following required manifest procedures as specified in this Article.
   2. Absorbent material, such as kitty litter, shall be used as a cushion and absorbent within the drums.
   3. Do not exceed the incinerator’s drum loading requirements, typically 350 to 500 pounds per drum.

**3.02 PCB DECONTAMINATION**

1. Do not expose PCBs to open flames or other high temperature sources since toxic decomposition by-products may be produced.
2. Work Operations
   1. Ensure that Work operations or processes involving PCB or PCB-contaminated materials are conducted in accordance with 40 CFR 761, 40 CFR 262, 40 CFR 263, and other applicable requirements of this section, including but not limited to:
      1. Obtaining suitable PCB storage or incineration sites.
      2. Notify the Airport’s Environmental Consultant prior to commencing the operation.
      3. Cleaning up spill or surface decontamination in designated areas.
      4. Maintaining inspection, inventory and waste disposal records.
      5. Contractor shall effectively cordon off or otherwise delineate and restrict an area encompassing any visible traces plus a 5-foot buffer and place visible signs advising persons to avoid the area to minimize the spread of contamination as well as the potential for human exposure.
      6. Cleanup shall occur by swabbing the contaminated surfaces with a caustic-based paint stripper, such as Peel Away 1 by Dumond Chemicals, Inc., then application of a performance-based organic decontamination fluid (PODF) containing less than 2 ppm PCBs, which includes any of the following:
         1. Mineral oil;
         2. Kerosene;
         3. Diesel fuel;
         4. Terpene hydrocarbons;
         5. Mixtures of terpene hydrocarbons and terpene alcohols;
         6. Aqueous potassium hydroxide at a pH between 9 and 12; or
         7. Water containing 5% sodium hydroxide by weight.
      7. Follow the manufacturer’s recommendations for use of paint strippers and neutralizers.
      8. Following the PODF treatment, collect the PODF with an absorbent and clean the area with a double wash/rinse until all porous surfaces are cleaned to <10 µg/100 cm2 per wipe testing. If applicable, completely strip paint coatings, laterally a minimum of 5 feet outward from known contamination or as otherwise impacted by the removal method.
      9. The PODF solvent may be reused for decontamination so long as its PCB concentration is <50 ppm.
      10. Where caustic removers are used, neutralize substrates as recommended by the manufacturer.
      11. Confirmatory sampling shall be conducted in a statistically verifiable manner by the Airport’s Environmental Consultant to determine compliance with the Decontaminations Standards. Reapply solvents and reclean, if necessary.

**3.03 DECONTAMINATION STANDARDS**

1. The decontamination standards are tabulated as follows:

|  |  |  |
| --- | --- | --- |
| **Surface / Media** | **PCB Decontamination Standard (a)** | **Comments** |
| Water | <200 ppb or <200 µg/L | For non-contact use in a closed system where there is no release |
|  | 3 ppb or <3 µg/L | Discharge standard for municipal treatment or to navigable waters |
|  | <0.5 ppb or <0.5 µg/L | Discharge standard for unrestricted use |
| Porous Surfaces (such as concrete) in High Access Areas | <10 µg/100 cm^2 | Measured by wipe tests |
| Porous Surfaces (such as concrete, granite) in Low Access Areas | <100 µg/100 cm^2 | Measured by wipe tests |
| Organic Liquids & Non-Aqueous Inorganic Liquids | 2 ppm |  |
| Unrestricted Use: Non-Porous Surfaces (such as metal, glass or ceramics) in contact with non-liquid PCBs | <10 µg/100 cm^2 | Measured by wipe tests |
| Unrestricted Use: Non Porous Surfaces (such as metal, glass or ceramics) covered with a porous surface (such as paint) in contact with non-liquid PCBs | Visual inspection only | Cleaning to visual standard no. 2, near-white blast cleaned surface finish, of the National Association of Corrosion Engineers (NACE). The Airport’s Environmental Consultant shall verify compliance with standard no. 2 by visually inspecting all cleaned areas. |
| For Disposal in Smelter: Non-Porous Surfaces (such as metal, glass or ceramics) in contact with liquid PCBs of any concentration | <100 µg/100 cm^2 | Measured by wipe tests |
| For Disposal in Smelter: Non Porous Surfaces (such as metal, glass or ceramics) covered with a porous surface (such as paint) in contact with liquid PCBs | Visual inspection only | Cleaning to visual standard no. 3, commercial blast cleaned surface finish, of the National Association of Corrosion Engineers (NACE). The Airport’s Environmental Consultant shall verify compliance with standard no. 3 by visually inspecting all cleaned areas. |
| **a. 40 CFR 761 as summarized in EPA 2005 PCB Site Revitalization Guidance under the Toxic Substances Control Act (TSCA)** | | |

B.PCB Spill Cleanup Requirements

* 1. PCB Spill Cleanup Requirements
     1. PCB Spill Control Area: Cordon off the area around the edges of the designated PCB decontamination areas and post a “PCB Spill Authorized Personnel Only” caution sign.
     2. PCB Spill Cleanup: Initiate cleanup in compliance with 40 CFR 761, subpart G.
     3. Bulk PCB remediation waste may remain at a cleanup site at concentrations of <25 ppm if the material is encased.
     4. Records and Certification: Document the cleanup with records of decontamination in accordance with 40 CFR 761, Section 125, Requirements for PCB Spill Cleanup. Provide test results of cleanup and certification of decontamination. Records and certification of the cleanup must be maintained for a period of five years

**3.04 WASTE DISPOSAL AND MANIFESTING PROCEDURES**

1. Hazardous Waste Disposal
   1. Packing, labeling, transporting, and disposing of hazardous waste shall comply with Cal/EPA regulations under 22 CCR, including completion of the Uniform Hazardous Waste Manifest Form (DTSC 8022A and EPA 8700-22). Contractor shall be responsible for proper typing of the Manifest Forms in a neat, correct and legible fashion.
2. Decontamination Waste and Residues: Decontamination waste and residues shall be disposed of at their existing PCB concentration unless otherwise specified.
3. Bulk PCB Remediation Waste: Coal tar pitches and solid residues physically separated from regulated waste during decontamination shall be disposed of as PCB remediation waste, transported off-Site in containers meeting the requirements of the DOT Hazardous Materials Regulations (HMR) at 49 CFR Parts 171 through 180.
4. Hydrocarbon solvents used or reused for decontamination under this Article that contain <50 ppm PCB must be burned or disposed of in accordance with 40 CFR Section 761.60(a) or (e).
5. Non-liquid cleaning materials and personal protective equipment waste at any concentration, including non-porous surfaces and other non-liquid materials such as rags, gloves, booties, other disposable personal protective equipment, and similar materials resulting from decontamination shall be disposed of in accordance with 40 CFR 761(a)(5)(v).
6. Marking of PCB Light Ballast, Tranaiarmers, and PCB Liquid Containers:
   1. Prior to the containers being removed from the Work Area, all containers shall be marked in accordance with 40 CFR 761.45. The container shall use pre-manufactured PCB labels and the labels shall be marked with the name and telephone number of the Airport’s contact person. Each container shall have a unique marking number, and the accumulation start date shall also be marked on each container.
7. Storage Requirements for PCB Waste Material
   1. Contractor shall provide a securely lockable dumpster or secured area for storage of the PCB waste material. This storage area shall have doors that can be closed and locked to prevent vandalism. This secured dumpster or area shall be approved by the Airport.
   2. Drummed PCB Waste Material: Contractor shall only store PCB waste material contained in drums or dumpsters in the secured area. Contractor shall ensure that the drums in this secured storage area are not damaged. Contractor shall post warning signs outside the secured storage area as specified in the Cal/OSHA requirement.
8. Short-Term On-Site Storage of PCB Waste Material
   1. PCB-containing and PCB-contaminated items may be stored on-site for no longer than thirty (30) days (as described in 40 CFR 761.65(c)(1). All liquid PCBs shall be stored in DOT specification 17E containers, labeled with the date of storage. All non-liquid PCB mixtures, articles, or equipment shall be stored in DOT specification 5, 5B, or 17C containers with removable heads.
   2. The storage site shall be constructed in such a manner as to provide containment (impermeable) for 150% of the volume stored.
   3. The storage site shall be constructed above the 100-year flood plain elevation (if applicable).
   4. The storage site shall be posted with a PCB caution sign meeting the requirements as outlined in 29 CFR 1910.145.
   5. The temporary storage site shall be approved by the Airport or the Airport’s Environmental Consultant.
9. Off-Site Storage of PCB Waste Materials
   1. If Contractor elects to use an off-Site storage facility to store the PCB items or PCB-contaminated items prior to disposal, this storage facility shall be an EPA approved and licensed facility (as defined in 40 CFR 761.65, amended December 21, 1989). Contractor shall provide the Airport’s Environmental Consultant with a copy of the facility’s EPA license and the state permit, including the location of the facility, the expiration date of the license and permits, and the type of material the facility is licensed and permitted to store. This information shall be submitted to the Airport’s Environmental Consultant three days prior to the Pre-Work Meeting.
10. Drum Handling
    1. Handling
       1. Prior to handling drums, warn personnel of hazards and instruct them to minimize handling. Maintain a spill control kit containing an adequate volume of absorbent overpack drums, shovels, and other necessary equipment near areas where minor spills from damaged drums may occur.
       2. Where possible, use handling equipment to move drums. This may include a drum grappler attached to a hydraulic excavator, a small front-end loader, a rough terrain forklift, a roller conveyor equipped with solid rollers, or drum carts.
       3. Train personnel in proper lifting and moving techniques to prevent injuries. Ensure that the vehicle(s) selected has sufficient rated load capacity and is stable on the available road surface. Do not move drums unless they are intact and tightly sealed. Ensure that equipment operators have a clear view of the roadway. Use ground personnel to guide equipment if necessary.
    2. Leaking, Open, or Deteriorated Drums: If a drum containing a liquid cannot be moved without rupture, immediately transfer its contents to an overpack drum using a diaphragm pump. Place into overpack containers any leaking drums containing liquid or solid waste and deteriorated drums, which can be moved without rupture.
11. Drum Shipment
    1. Prepare a traffic circulation plan, which minimizes traffic congestion. Install signs and signals as required.
    2. Equip vehicles with back-up lights and warning alarms.
    3. Stage vehicles in a safe area until ready for loading.
    4. Provide drivers with appropriate PPE.
    5. Drum Shipment
       1. Tightly seal drums prior to loading.
       2. Overpack leaking or deteriorated drums prior to shipment.
       3. Ensure that the truck bed and walls are clean and smooth (lined).
       4. Do NOT double stack drums.
       5. Secure drums to prevent shifting during transport.
       6. Placard vehicles for the material being handled.
       7. Prepare and provide drivers with a manifest meeting state and federal requirements.
       8. Develop procedures for quick response to off-site vehicle breakdown and accidents.
12. Transportation of PCB Drums, Lights, Ballasts, and Tranaiarmers
    1. The transporter to be used to remove the PCB-containing or -contaminated items from the job site to the storage or disposal site shall be an EPA approved and licensed transporter (in accordance with 40 CFR 761, Subpart K, December 21, 1989). Contractor shall provide the Airport’s Environmental Consultant with a copy of the transporter’s EPA license and the state permit, including the location of the transporter’s home office, the expiration date of the license and permits, and the type of material the transporter is licensed to transport.
    2. All PCB articles shall be transported in appropriate containers. The containers shall be clearly labeled in accordance with 40 CFR 761, identifying the contents as containing PCB articles.
    3. Contractor shall obtain for the Airport a copy of the disposal facility’s certificate of destruction of the PCB articles.
    4. Waste Manifesting Requirements and Procedures
       1. Contractor shall prepare a standard hazardous waste manifest document for the hauling and removal of material from Airport property to the disposal facility (landfill). This manifest shall include, but is not limited to:
          1. Generator’s U.S. EPA ID Number
          2. Manifest Document Number
          3. Generator’s name, address, telephone number, and point of contact
          4. Transporter’s name and telephone number
          5. Transporter’s EPA ID Number (registered hazardous waste hauler)
          6. Disposal facility’s name, address, and telephone number
          7. Disposal facility’s EPA ID Number
          8. The type and shipping class of material (non-regulated, if applicable)
          9. The number of containers and total quantity of material and/or weight/volume
          10. The physical properties of the waste material/handling code
          11. Emergency contact person and telephone number in the event of a spill and/or release.
       2. Contractor and/or the Airport’s Environmental Consultant may add additional descriptive comments such as project name, location job, and contract numbers within the Special Handling Instructions block and additional information to allow for better tracking of the material.
       3. Prior to the removal of the waste material from Airport property, the Airport shall sign and date the waste manifest.
       4. Contractor (Transporter) shall sign and date the manifest, accepting the material for transportation to the disposal facility. By this signature, Contractor (Transporter) certifies compliance with all local, state, and federal requirements, including placarding and weight limits for the transportation of the loaded and secured waste material.
       5. Contractor (Transporter) shall provide a copy of the Transporter signed manifest to the Airport’s Environmental Consultant prior to the waste leaving Airport property.
       6. Contractor (Transporter) shall be responsible for the safe handling of the material in transit to the disposal facility.
       7. Upon initial delivery of the material to the disposal facility, Contractor (Transporter) shall receive a weight ticket or similar item indicating that the material has been received and accepted for disposal. Contractor (Transporter) shall provide a copy of this receipt within two Working Days of the delivery to the Airport’s Environmental Consultant.
       8. Contractor’s disposal facility may characterize the material for disposal and shall return a signed and dated copy of the manifest (signed by the Generator, Transporter, and Disposal Facility Operator) accepting the material for disposal. This shall be submitted to the Airport within 15 calendar days delivery of the material by the Waste Transporter.
       9. In the event that the material is rejected by the disposal facility, Contractor shall supply all labor materials and equipment to retrieve the material from the disposal facility. All costs for this retrieval, re-characterization, re-transportation, and disposal shall be the responsibility of Contractor. Contractor shall be responsible for proper manifesting of this waste using the process specified herein. Contractor shall be responsible for proper disposal of this material within 30 calendar days of the rejection by the original disposal facility.
       10. Contractor shall advise the disposal facility that, upon destruction or disposal of the material, the facility is required to submit to the Airport a letter certifying that the specific manifested waste has been destroyed or landfilled in accordance with all local, state, and federal regulations. This letter shall be submitted within 13 months as required by EPA 40 CFR 761.215 and 761.218.
       11. Contractor shall be a licensed PCB transporter. Contractor shall have the responsibility of transporting the PCB light ballasts to a licensed disposal facility. The transport and disposal shall follow the specific requirements of 40 CFR 761 of the PCB articles and shall be accurately manifested. A copy of all manifests and records shall be sent to the Airport.
       12. All PCB articles shall be transported in appropriate containers. The containers shall be clearly labeled in accordance with 40 CFR 761, identifying the contents as containing PCB articles.
       13. The disposal firm selected by Contractor shall be an EPA approved and licensed facility (as defined in 40 CFR 261.60, amended December 21, 1989). Contractor shall provide the Airport’s Environmental Consultant with a copy of the facility’s EPA license and the state permit, including the location of the facility, the expiration date of the license and permits, the type of material the facility is licensed to dispose, and the type of disposal to be used (incineration or alternate technology). This firm shall be notified prior to each shipment from the Site.
       14. Contractor shall obtain for the Airport a copy of the disposal facility’s Certificate of Destruction of the PCB articles.
       15. Final payment shall not be made until the Certificate of Disposal has been furnished to the Airport.
13. Disposal of PCB Light Ballast, PCB Liquid, and PCB Tranaiarmers
    1. The disposal firm selected by Contractor shall be an EPA approved and licensed facility (as defined in 40 CFR 761.60, amended December 21, 1989). Contractor shall provide the Airport’s Environmental Consultant with a copy of the facility’s EPA license and the state permit, including the location of the facility, the expiration date of the license and permits, the type of material the facility is licensed to dispose, and the type of disposal to be used (landfill, incineration or alternate technology). This firm shall be notified prior to each shipment from the remediation site. Contractor shall also verify receipt of the shipment by the disposal firm on the day following the shipment. Upon acceptance of the shipment, a third signature copy of the manifest shall be submitted by Contractor to the Airport.
    2. Contractor shall have the original of the Certificate of Disposal sent to the Airport within the 13 months required by EPA 40 CFR 761.215 and 761.218. Any fines resulting from the failure of the disposal site to dispose of the PCB material and to issue the Certificate of Disposal shall be the responsibility of Contractor.

**3.05 CERTIFICATE OF DISPOSAL**

When PCB materials are disposed of within the State of State, the following Certificate of Disposal shall be used:

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

Project                                                                                                                                                                                   Remediation Contractor

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

Owner                                                                                                                                                                                    Landfill

I certify the following has been accomplished:

* 1. (Landfill) is approved by the State Department of Health and Environment for disposal of               (PCB) material.
  2. The State Department of Health and Environment has been notified of the intent to dispose of materials from this Project at the selected landfill.
  3. (Landfill) has agreed to receive the materials from this Project and to perform this disposal in accordance with the Project specifications.

Signed:

Authorized Contractor Representative Date

**CERTIFICATE OF DISPOSAL OF PCB MATERIAL**

This is to verify that approximately                                  of PCB materials were delivered to and received by                             on                            . This material came from

                                                                (Amount)                                                                                                   (Landfill)                   (Date)

                                                                                                     and was delivered by                                                                                 .                                                                                         (Project, City, State)                                                                                                       (Contractor)

         This disposal operation was conducted in accordance with the project specifications.

Signed:

                Landfill Operator                                                                                           Date

**END OF DOCUMENT**

## DOCUMENT 01 35 53 Security

### PART 1. GENERAL

**1.01 SUMMARY**

This Document describes the protection of Work and property required during construction. Note that these regulations are subject to change.

**1.02 REFERENCES**

1. 49 CFR Part 1542
2. Airport Commission’s Rules and Regulations for the Anywhere International Airport ([http://example.com)](http://example.com/)
3. TSA 49 CFR Part 1542.211 - Identification Systems
4. Badging and Security ([https://example.com](https://example.com/))

**1.03 REQUIREMENTS OF CONTRACTOR**

1. Contractor shall initiate a security program in compliance with the Airport Security Program (ASP) prior to mobilization and shall maintain the program throughout construction. Contractor may obtain information from the Airfield Operations - Construction Coordinator and/or Airfield Operations at 123 456 7890.
   1. Any addition, deletion, or modification of an Air Operations Area (AOA)/Secured Area fence line, gate, door, barrier, or building that abuts the AOA/Secured Area perimeter requires approval by the Airport’s Aviation Security & Regulatory Compliance Office (AVSEC).
      1. Contractor shall submit a detailed drawing, to scale, for review and approval. This drawing shall be on 8-1/2 inches by 11 inches or 11 inches by 17 inches sized paper with date, scale, Contract number, and Project title, and other identifying information as requested by the City Representative. AVSEC will keep the approved drawing on file. For further information, contact AVSEC at 123 456 7890.
      2. Direct any questions regarding Sensitive Security Information (SSI) to AVSEC.
      3. Additionally, any scheduled Work that may affect the Airport’s Access Control System (ACS) requires review and approval by AVSEC. Contractor must submit proposed Work to AVSEC a minimum of two weeks prior to the proposed date of Work, 45 days for Work that requires an amendment to the ASP.
   2. To obtain Airport-issued ID badges, Contractor’s authorized representative must submit a new company set up request to the Security Access Office (SAO).
      1. Article 1.05 outlines the procedures for obtaining Airport-issued ID badges.
      2. Contractor employees must have a Customs and Border Protection (CBP) seal when working within 200 feet of a Customs-controlled area. A Contractor employee may seek authorization for this seal from CBP subject to passing Airport Criminal History Record Check (CHRC) and Security Threat Assessment (STA). Refer to Article 1.05 for more information. Contractor shall coordinate Work that takes place within the CBP Federal Inspection Area with CBP prior to the performing Work.
      3. Contractor shall maintain a log of all Airport-issued ID badges.
      4. Contractor shall require all of its personnel to display Airport-issued ID badges on their outermost garment, above the waist, at all times while at the Airport.
      5. Contractor shall require each of its employees to present their Airport-issued ID badge, upon request, to any duly authorized representative of the Airport Director, or any badged employee if challenged.
      6. Contractor shall inform the Security Operations Center and CBP (if the badge has a Customs seal) immediately of the loss of any Airport-issued ID badge and submit a written explanation.
      7. Contractor shall inform SAO immediately of any change in an employee’s driver’s license or employment status.
      8. Within three calendar days after final acceptance, or after completion of Contractor maintenance, Contractor shall return Airport-issued ID badges to the City Representative. Failure to return or properly account for all Airport-issued ID badges will delay final payment. Contractor shall pay a fee for each Airport-issued ID badge not returned.
      9. Fees and fines are subject to change. Contractor shall be liable for additional fees and penalties when an excessive number of badges are lost or turned in after the required period.
2. Contractor shall obtain, through SAO, vehicle permits for vehicles required to enter an AOA/Secured Area job site. The Airport will determine the number of vehicles that can be issued vehicle access permits.
   1. Permits shall include the following information:
      1. Current State registration showing license plate number
      2. Vehicle type and make
      3. Company emergency contact number
      4. Expiration date and valid access hours
      5. Written request for variance for out-of-state vehicle permit, if applicable
   2. Contractor shall require display of vehicle permits through the windshield at all times when vehicle is on the Airport.
   3. Contractor shall require each of its employee drivers to carry vehicle registration and vehicle permit and present them upon request to duly authorized representatives of the Airport Director.
   4. Contractor shall maintain a log of vehicle permits.
   5. Contractor shall inform SAO immediately of loss of a vehicle permit and submit a written explanation to SAO within 24 hours.
   6. Contractor shall, within three calendar days after final acceptance, or after completion of Contractor maintenance, return all permits to the City Representative or account for missing vehicle permits. Failure to return or properly account for vehicle permits will delay final payment.  Contractor shall pay a replacement fee for each vehicle permit not returned.
3. Contractor shall have at least one foreperson with an AOA unescorted-access Airport-issued ID badge on Site at all times during working hours. Non-AOA-badged Contractor and Subcontractor personnel (with “T” badges) within the AOA/Secured/Sterile Area must be under the positive escort of an AOA unescorted-access Airport-issued ID badged employee at all times.
4. Contractor shall ensure required access control for construction gates providing direct vehicle access to the AOA or Secured Area are in place by scheduling a Anywhere Police Department, Airport Bureau (SFPDAB), Law Enforcement Officer (LEO) by contacting the Airfield Operations - Construction Coordinator. Contractor shall employ a Police Service Aide (PSA) whenever an airfield entry point other than an Airport Vehicle Checkpoint is used.
5. Contractor shall ensure required access control for construction access points other than gates providing direct vehicle access to the AOA or Secured Area (e.g. access doors leading to Sterile, Secured, or AOA areas) are in place by obtaining approval from AVSEC for the use of a badged guard (e.g. SFPD-AB PSA, Airport-contracted guard, company employee, etc.) to control access.
6. Contractor shall maintain the Clear Zone of 10 feet both inside and outside the airfield perimeter fence line.
7. Contractor shall maintain equivalent security along the AOA/Secured Area perimeter fence, when fence is removed, by coordinating with the Airfield Operations - Construction Coordinator at least 72 hours prior to removing the fence and acquiring approval by the City Representative and AVSEC.
8. All Contractor personnel must challenge and report anyone in the AOA/Secured Area not displaying a proper Airport-issued ID badge. All Contractor personnel shall contact Airport Communications Center at 911 and detain such person(s) if it is safe to do so.
9. Contractor shall protect vehicles, stored materials, Site, and structures from damage; maintain security of Site and materials.
10. Contractor shall ensure that its employees and those of its Subcontractors are aware of past construction project thefts.
11. Contractor shall notify Airfield Operations - Construction Coordinator and the City Representative to inform Airport Police of construction activities on roadways and in areas not included in enclosed construction sites so that adequate police patrols will be in place.
12. Contractor shall notify Airfield Operations of times and locations of construction activities on airside roadways or aircraft gate areas which may impede normal Airport and airline operations.
13. Any violation of the provision(s) of this Document constitutes grounds for immediate loss of Airport-issued ID badge privileges. Any delays in the Work caused by a loss of AOA access privileges shall be deemed avoidable delays.

**1.04 DIRECT ACCESS POINTS CONSTRUCTION POLICY**

1. The following requirements shall be strictly adhered to when constructing a Direct Access Point (DAP). A DAP is defined as an access point which allows for Airport-issued ID badge holders to traverse from the Public Area to Sterile or Secured Areas of the Airport using their badge to bypass a Passenger or Employee Security Checkpoint:
   1. Only one DAP shall be constructed per terminal for each level (Arrival and Departure):
      1. One for Public to Sterile access
      2. One for Public to Secured access
   2. The DAP must be located furthest from commonly used public areas and out of view as much as possible:
2. The DAP should consist of one turnstile and one bypass door:
   1. A vestibule with an access card reader will be installed
   2. A turnstile will be installed inside of the vestibule
   3. Turnstile facing cameras will be installed on both sides of the turnstile
   4. Dual identification access control readers will be installed on both sides of the turnstile, with the reader providing access to the Sterile or Secured Area being Biometric dual authentication type.
   5. Bypass door card reader is placed on the Sterile or Secured side only. Reset reader is placed on public side.
   6. Security signage must be affixed on both sides of the DAP.  Samples of the approved standard signage is available from AVSEC.
   7. Door details can be found in the Airport Door Specification Manual, contact AVSEC for a current copy.

**1.05 AIRPORT IDENTIFICATION BADGES**

1. Contractor shall designate an Authorized Signatory (maximum of three, number approved determined by the SAO) to act on behalf of Contractor and all Subcontractors. Authorized Signator(ies) will serve as the designated representatives authorized to request Airport-issued ID badges and maintain employee records on behalf of their company, as well as any of its Subcontractors. The representative will verify that an employee has a valid business-related purpose for unescorted access to the Security Identification Display Area (SIDA), Sterile, AOA, or Secured Areas. By requesting an Airport-issued ID badge for an employee, the Authorized Signator(ies) confirms that the employee has presented acceptable identification and employment documents. The Authorized Signator(ies) are also required to comply with Airport-initiated audits as mandated by the Transportation Security Administration (TSA).
2. All Contractor employees working on Airport property must obtain an Airport-issued ID Badge or “T” Badge as required prior to commencement of Work. There is a cost for the replacement of lost, damaged, or stolen badges which is not an Airport reimbursable cost to Contractor. Upon loss of an Airport-issued ID badge, Contractor shall notify SAO immediately of the loss. Failure to return all badges may result in an assessment fee per each occurrence.
3. Requests for an Airport-issued ID badge (AOA, Sterile Area, and Terminal Area) require approval by the City Representative if Contractor submits a new company set up request to SAO. Applicants must submit to a fingerprint based CHRC and STA.
4. Contractor shall refer to the SAO web page for information and current assessment fees, as well as scheduling appointments, at [https://example.com](https://example.com/).
5. For individuals requiring a CBP seal on their Airport-issued ID badge, Contractor must obtain the required “Application for Identification Card,” Form 3078, directly from the Customs and Border Protection Office at 123 456 7890.
6. Use of Airport-issued ID badges:
   1. No person shall produce, copy, issue or use a similar badge at the Airport.
   2. No person shall in any way alter an Airport-issued ID badge.
   3. Airport-issued ID badges are non-transferable.
7. The following information is required for each employee:
   1. Company name and address
   2. Company 24-hour contact number
   3. Employee name (Last, First, MI)
   4. Valid Driver’s License or picture ID
8. The following types of Airport-issued ID badges may be issued to Contractor personnel:
   1. AOA Badge: Issued to employees requiring unescorted access to the AOA/Secured Area.
   2. AOA Badge with Escort Privileges: Issued to employees requiring unescorted access to the AOA/Secured Area, and who are responsible for escorting non-AOA-badged personnel. ”ESCORT” indicia must be displayed on badge.
   3. Sterile Area Badge: Issued to employees only requiring access to Sterile Areas of the Airport.
   4. Temporary “T” Badge: Issued to all other personnel. While on the AOA/Secured/Sterile Area, bearers of this badge shall be escorted by an AOA badged holder with “ESCORT” indicia.
9. Any contractor who has individuals that require airfield driving privileges must undergo Airport-approved training conducted by Airfield Operations and have the “DRIVER” indicia placed on their Airport-issued ID badge.
10. Contractor’s personnel must repeat the Airport SIDA and driver training classes as required.
11. Any cost for procuring and maintaining badges, vehicle permits, fingerprinting, and associated expenses shall be considered incidental to the Work and shall not be reimbursable to Contractor. These fees are subject to change.

**1.06 AIRFIELD SECURITY**

1. Any AOA gate opened for construction activities shall be controlled by an SFPDAB Officer, uniformed Airfield Operations staff, or authorized City employee (“Gate Controller”).
2. Gate Controller Responsibilities
   1. Control vehicle gate entry to the AOA/Secured Area during construction activities. Confirm that Contractor, Subcontractors, and pertinent Supplier personnel and vehicles attempting to enter the AOA/Secured Area meet the following criteria.
      1. Individuals:
         1. Allow only valid Airport-badged personnel to enter.
         2. Match picture on Airport-issued ID badge with face of individual. “T” badges are excluded from this requirement as they do not have pictures on them.
         3. Check badge expiration date.
         4. Airport-issued ID badges shall be screened against the Lost ID Card Report (“Stop List”).
         5. Escorted “T”-badged personnel shall present a valid government ID confirming their identity. Contractor delivery vehicles entering the AOA/Secured Area shall be under positive airfield escort, unless there is designated haul route to the job site. Haul route shall be approved by Airfield Operations. The City Representative may authorize contractors who have a “DRIVER” indicia on their AOA Badge to escort vehicles to approved locations. The Airport may require unbadged drivers to submit a driver’s license to the Officer at a construction access gate, which the Officer will scan prior to entrance to the AOA/Secured Area.
      2. Vehicles:
         1. The Airport permits unescorted AOA/Secured Area access only for vehicles with an AOA vehicle access permit, issued by SAO and placed on the dashboard.
         2. The Airport permits AOA/Secured Area access only for vehicles with company’s name and logo, which must be 8 inches or taller, permanently affixed (or magnetic sign), on driver’s and passenger’s sides of vehicle.
   2. Contractor shall ensure that equipment entering the AOA/Secured Area complies with the following:
      1. Equipment and vehicles are in safe and sound working order (i.e., unobstructed windshields, operative sidelights and headlights, and adequate brakes). The Gate Controller’s responsibility is limited to observable defects only.
      2. Contractor operates its vehicle in a safe and controlled manner.
      3. Equipment and vehicles shall have either an orange and white checkered flag or amber beacon as approved by Airfield Operations. Flag shall be mounted on vehicle, uppermost portion, and prior to entrance to the AOA/Secured Area.
      4. Assure that authorized Contractor personnel use designated haul routes and staging areas.
3. Contractor Responsibility
   1. Contractor shall provide an AOA-badged Safety Point/Flag personnel, as deemed necessary by the City Representative and/or Airfield Operations. Train each assigned person and furnish him or her with the following operational communication equipment for potential safety issues, security breaches, and escort requests:
      1. Two-way walkie-talkie or car-based radio capable of reaching the on–duty Contractor foreperson. Minimum of one spare radio battery, per guard, shall be furnished.
      2. Cellular telephone with telephone number of Contractor’s staging office or foreperson, Airfield Operations Office - 123 456 7890, and Airport Communications Center - 123 456 7890 for non-emergencies or 911 for emergencies; or
         * Airport field side telephones, or
         * Any other communication system approved by the City Representative.
      3. Contractor-staffed Safety Point without the working communication device(s) is subject to immediate closure by Airfield Operations staff until proper equipment is on hand.
   2. Contractor forepersons are responsible for immediately notifying Airport Communications Center at 911 in event of any security issues or concerns.
   3. Contractor shall fully brief Safety Point/Flag person(s) prior to start of work shift relative to how to contact Contractor, operation, and procedures for using communication devices, location of haul route and staging area, and hazards that they may encounter at their post.
   4. Contractor shall ensure that Safety Point/Flag person(s) are attired in highly visible security uniforms, including orange reflective vests, and have necessary safety devices, such as hearing protection, available for use. In addition, light units may be requested by the Airport to be located at flag person positions during poor light conditions.
   5. Contractor shall assure proper positioning of Safety Point/Flag persons at their posts to monitor construction area for unauthorized entry or movement.
   6. Contractor shall provide rest breaks for Safety Point/Flag person(s) in accordance with applicable laws. Contractor shall make sanitary facilities accessible and provide relief staff, as necessary, to ensure safety.
   7. Contractor shall furnish Safety Point/Flag person(s) with sufficient number of flags for transient vehicles, such as concrete/asphalt trucks entering the AOA/Secured Area. The Airport is not responsible for providing flags. Vehicles without flags will be denied access to the airfield.
   8. All Contractor personnel, including the Safety Point/Flag person(s), shall be able to:
      1. Read English language and clearly interpret Airport-issued ID badges.
      2. Understand and carry out instructions written in English regarding proper performance of their security function(s).
      3. Speak and understand English sufficiently to answer questions, give comprehensible directions, and to communicate problems and questions by telephone and radio. All Contractor personnel must have an Airport-issued “escort authorization” AOA Badge when monitoring activity inside a clear zone or providing an escort.
4. Airport Responsibility
   1. The Airport shall provide Contractor with a SFPDAB Officer, uniformed Airfield Operations staff, or authorized City employee (“Gate Controller”), as necessary.
   2. The Airport shall provide telephone numbers and contacts for Airfield Operations and Airport Communications.
   3. The Airport shall provide Airport a layout map detailing locations of respective Gate Controller/Flag/officer person post, haul route, adjacent staging area, and Site.
   4. Airfield Operations will secure access gates used by Contractor at completion of each Working Day, provide surveillance of haul routes, permit selected Contractor foreperson(s) to provide escort in designated areas, ensure selected Contractor foreperson(s) have their names posted on an approved list.
5. Special Provisions
   1. Work crews shall be set up and escorted to and from the Site in the AOA/Secured Area by Airfield Operations. Airfield Operations may allow City Inspectors with Airport-issued ID badges with “Escort” indicia the ability to act as an escort for Contractor personnel. Work crews shall remain in established work areas, barricaded areas, or designated haul routes unless positively escorted by Airfield Operations or properly Airport-issued ID badged City Inspectors.
   2. The Airport will charge any TSA fines levied against the Airport as a result of violations of TSA Regulations by Contractor personnel to Contractor. Fines range up to $10,000 for each violation. There may be multiple violations during one incident.
   3. Airfield Operations will immediately shut down Safety Point/Flag person positions found to be in violation of 49 CFR Part 1542, ASP, or Airport rules and regulations.  Contractor shall bear any Project Work delays and subsequent incurred costs.
   4. If contracted Safety Point /Flag person(s) fails responsibility at a given location, Contractor may elect to utilize a responsible, badged, company employee only with prior approval by Airfield Operations.
   5. Safety Point/Flag person (s) found away from assigned post, inattentive or leading to an Access Control Event, or observed to be under the influence of alcohol, drugs or narcotics shall be permanently removed from the Airport.
   6. Contractor’s personnel and their vehicles will be allowed access to the AOA/Secured Area between 7:00 AM and 5:00 PM, Monday through Friday only. Access onto the AOA for privately-owned vehicles is prohibited.
   7. Off-hours, weekend, or holiday access for Work in the AOA shall be coordinated with the City Representative or City Inspector through Airfield Operations - Construction Coordinator at least 72 hours prior to the Work.

**1.07 STERILE AREA**

1. Requirements of Contractor
   1. Contractor shall obtain Airport-issued Sterile Area ID badges for Contractor and Subcontractor employees working on the Site. Article 1.05 outlines the procedures for obtaining an Airport-issued Sterile Area ID badge.
2. Tool Procedures
   1. Contractor shall adhere to the following requirements:
      1. Properly badged personnel must maintain control over and monitor all tools at all times.
      2. Contractor’s employees shall not remove tools from the Site when going on breaks (i.e., lunch, restroom, etc.).
      3. Contractor’s employees shall not take tools through passenger screening checkpoints.
      4. Contractor shall keep tools locked within the construction area when construction personnel are not present.
      5. Contractor shall properly secure the job site when construction personnel are not present.
      6. Only AOA and Sterile Area-badged individuals may be in possession of tools, unescorted, within the Sterile Area.
      7. Contractor’s “T”-badged personnel in possession of tools must obtain escort from an AOA-badged individual with “Escort” indicia at all times.
      8. AOA badged contractors may take tools into the Sterile Area through cipher-controlled, key-controlled, or card reader-controlled doors. Such persons must follow proper access control procedures.
      9. Contractor may bring only those tools necessary for a particular job into the Sterile Area.
      10. The Airport will hold Contractor fully accountable and responsible for any TSA regulatory violations involving escort procedures and any punitive damages that TSA may assess against the Airport while providing a tool escort.
   2. TSA and Airport Inspections: TSA and the Airport will conduct routine inspections to confirm that Contractor is following the stated procedures and maintaining positive control.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 41 00 Regulatory Requirements

**PART 1 - GENERAL**

**1.01  SUMMARY**

This Document includes statutory and regulatory requirements applicable to the Contract that are not set forth in Document 00 73 73 (Statutory Requirements) or otherwise in these Contract Documents.

**1.02  REFERENCES TO REGULATORY REQUIREMENTS**

1. Codes, laws, ordinances, rules, and regulations referred to shall have full force and effect in these Specifications. Codes, laws, ordinances, rules, and regulations are not furnished to Contractor; Contractor is assumed to be familiar with the requirements.
2. Conform to referenced codes, laws, ordinances, rules, and regulations that are in effect as of the Proposal due date.

**1.03  CODES**

1. Anywhere International Airport Rules and Regulations, Appendix F, Airport Building Regulations.
2. All Work under Contract shall conform to or exceed the applicable requirements of State Building Standards Code (CCR Title 24) and any and all such other specific codes required by the Airport’s Building Inspection & Code Enforcement Division, the Federal Aviation Administration (FAA), the Department of Transportation (DOT), the Department of Homeland Security, and/or such other department or regulatory agency particular to the Project.

**1.04  LAWS, ORDINANCES, RULES AND REGULATIONS**

1. During prosecution of Work under Contract, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, relevant provisions of those listed below.
2. Federal:
   1. Americans with Disabilities Act.
   2. FAA Advisory Circular No. 150/5300-13, Airport Design.
   3. FAA Advisory Circular No. 150/5370-7, Airport Construction Controls to Prevent Air and Water Pollution.
   4. FAR 77, Objects Affecting Navigable Airspace.
   5. FAR 107, Airport Security.
   6. 29 CFR, Section 1910, Occupational Safety and Health Standards.
   7. 40 CFR, Subpart M, National Emission Standards for Asbestos.
   8. 49 CFR (for Federal contracts only, see 49CFR, Part 26, Participation by DBE in DOT Financial Assistance Programs).
3. State of State:
   1. CCR; Title 8, Industrial Relations
   2. CCR; Title 17, Division 1, Chapter 8
   3. CCR; Title 19, Public Safety
   4. CCR; Title 22, Social Security; Division 4, Environmental Health.
   5. CCR; Title 24
   6. CPUC General Order 95, Rules for Overhead Electric Line Construction.
   7. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems.
   8. State Health and Safety Code; Division 20, Miscellaneous Health and safety Provisions; Chapter 10.4, Asbestos Notification.
   9. CalTrans Manual of Traffic Controls for Construction and Maintenance Work Zones
   10. State Government Code
   11. State Labor Code
   12. State Public Contract Code
4. Local Agencies:
   1. Bay Area Air Quality Management District Regulation 11, Rules 1and 2.
5. City and County of Anywhere:
   1. Anywhere Charter
   2. Anywhere Administrative Code
   3. Anywhere Environment Code
6. Airport Commission:
   1. Airport Rules and Regulations, Appendix F, Airport Building Regulations
   2. Airport Architecture & Engineering Standards
   3. Airport Employee Safety Procedures and Practices Manual
   4. Airport Hazard Communication Program
   5. Airport Operations/Certification Manual
   6. Airport Disability Access Task Force Recommendations

**END OF DOCUMENT**

## DOCUMENT 01 41 13 Regulatory Requirements, References, Definitions, and Acronyms - Hazardous Materials

### PART 1. GENERAL

**1.01      SUMMARY**

1. This Document includes regulatory requirements applicable to Work in connection with excavation, removal, handling, storage, treatment, transport, and disposal of construction and demolition debris, contaminated or hazardous materials/waste, soil, sludge, or water, including, but not limited to, materials containing asbestos, polychlorinated biphenyls, lead and other heavy metals, and petroleum hydrocarbons.
2. This Document supplements Document 01 41 00 (Regulatory Requirements)and the specific listings of applicable regulatory requirements elsewhere in the Contract Documents and Specifications.

**1.02      REGULATORY REQUIREMENTS**

Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in these Documents. Not all codes, laws, ordinances, rules and regulations are furnished to Contractor, since Contractor shall be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for contaminated or hazardous materials/waste excavation, removal, handling, storage, transport, treatment and disposal Work is supplied to Contractor as a courtesy and shall not limit Contractor’s responsibility for complying with all applicable laws, regulations, or ordinances having application to the Work. Where conflict among the requirements or with these Documents exists, the most stringent requirements shall apply.

**1.03      REFERENCES, LAWS, ORDINANCES, RULES, AND REGULATIONS**

1. During execution of Work under this Contract, Contractor’s Work shall conform to all applicable codes, laws, ordinances, rules, and regulations which are in effect at the time the Work is being performed, including, but not limited to, those listed below.
2. Federal
   1. Statutory Requirements
      1. Resource Conservation and Recovery Act, 42 U.S. Code Ch. 82 §§ 6901 et seq.;
      2. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S. Code Ch. 103 §§ 9601 et seq.;
      3. Toxic Substances Control Act of 1976, 15 U.S. Code Ch. 53 §§ 2601 et seq.;
      4. Hazardous Materials Transportation Act of 1975, 49 U.S. Code Ch. 51 §§ 5101 et seq.;
      5. Clean Water Act, 33 U.S. Code Ch. 26 §§ 1251 et seq.;
      6. Safe Drinking Water Act, 42 U.S. Code §§ 300f et seq.;
      7. Clean Air Act, 42 U.S. Code § 7401 et seq.;
      8. Occupational Safety and Health Act of 1970, 29 U.S. Code §§ 651 et seq.;
      9. Underground Storage Tank Law, 42 U.S. Code Ch. 82 §§ 6991 et seq.; and
      10. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S. Code Ch. 116 §§ 11111 et seq.
   2. Environmental Protection Agency (EPA):  
      40 CFR Protection of Environment
   3. Occupational Safety and Health Administration (OSHA):  
      29 CFR OSHA Worker Protection Standards,
   4. Department of Transportation (DOT):  
      49 CFR Transportation
3. State of State Requirements
   1. Statutory Law
      1. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code §§11111 et seq.;
      2. Cal. Health and Safety Code § 11111.4;
      3. Hazardous Waste Control Law, Cal. Health & Safety Code §§11111 et seq.;
      4. Porter Cologne Water Quality Control Act, Cal. Water Code §§11111 et seq.;
      5. Cal. Health and Safety Code §§11111-11111;
      6. Cal. Labor Code Chapter 6, including, without limitation, §§ 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080;
      7. Cal. Bus. and Prof. Code, including without limitation, §§7058.5, 7065.01, 7118.5;
      8. Underground Storage of Hazardous Substance Act, Cal. Health & Safety Code §§11111 et seq.;
      9. Petroleum Underground Storage Tank Cleanup, Cal. Health and Safety Code §§11111.10 et seq.;
      10. Safe Drinking Water and Toxic Enforcement Act of 1986, Cal. Health & Safety Code §§11111.5 et seq. (Proposition 65);
      11. Above Ground Petroleum Storage Act, Cal. Health and Safety Code §§ 11111 et seq.; and
      12. Hazardous Materials Release Response Plans and Inventory, Cal. Health and Safety Code Chapter 6.95.
   2. Administrative Code and Regulations
      1. 17 CCR, Division 3, Air Resources;
      2. 22 CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste;
      3. Cal/OSHA Worker Protection Standards, 8 CCR, Industrial Relations; and
      4. 26 CCR, Toxics.
   3. Local Agency Requirements
      1. Bay Area Air Quality Management District (BAAQMD), Fugitive Dust Rules;
      2. BAAQMD Regulation 11-2-303; and
      3. State Water Resource Control Board, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit Order 2009-0009-DWQ as amended by 2010-0014-DWQ and 2012-0006-DWQ).
   4. City Requirements
      1. Anywhere Fire Department, Office Bulletin Bureau of Fire Prevention, NO. 88-41; and
      2. Anywhere Department of Public Health, Underground Storage Tank Removal Regulations.

**1.04      PERMITS**

Contractor shall comply with, implement, or acknowledge effectiveness of all Airport-held permits, and secure all required notifications or approvals therefore, including, but not limited to, permits affecting environmental Work and the following:

1. BAAQMD – Title V Permit for Facility #A1784;
2. BAAQMD – Permit to Treat Contaminated Soil or Groundwater;
3. Regional Water Quality Control Board (RWQCB), Construction General Permit;
4. Written permits required from IWWTF (Airport Industrial Wastewater Treatment Facility) for acceptance of affected project groundwater and Contractor shall comply with any and all conditions imposed to discharge affected waters;
5. NPDES Permit from the RWQCB for discharge of groundwater into the Anywhere Bay;
6. Notification to BAAQMD for Demolition Permit and Removal of Asbestos (10-day advanced notice);
7. Notification to Cal/OSHA per 8 CCR 1529 & 1532.1 (24-hours advanced notice); and
8. Notification to State Department of Public Health for Remediation of Lead Hazards in Public Areas.
9. For projects within 100 feet of the shoreline, Anywhere Bay Conservation and Development Commission (SF BCDC) permit.

**1.05      DEFINITIONS**

The definitions provided below are provided to Contractor as a courtesy, are not inclusive, do not constitute the Airport’s official use of terms and phrases for regulatory purposes, and should not be used to alter or supplant those found in any other local, state, or federal document.

Definitions have been presented in four sections; however, their inclusion in a particular section does not limit their applicability to other sections.

1. Definitions - Removal and Disposal of Contaminated Soil, Sludge, and Water
   1. Aboveground Release: - Release to the surface of the land or to surface water.
   2. Aboveground Tank: Any tank or other container that is aboveground, partially buried, bunkered, or in a subterranean vault. This includes floating fuel systems. Also see Bulk Storage Container.
   3. Ancillary Equipment: Devices including, but not limited to, piping, fittings, flanges, valves, and pumps used to distribute, meter, or control the flow of regulated substances to and from fuel storage facilities.
   4. Below Ground Release: Release to the subsurface of the land and to water bodies (either ground water or surface water). This includes, but is not limited to, releases from the below ground portions of an underground storage and delivery system and below ground releases associated with overfills and transfer operations as regulated substance moves to or from a storage facility.
   5. Below Ground Surface: Beneath the ground surface or otherwise covered with earthen materials.
   6. Bulk Storage Container: Any container used to store oil. These containers are used for purposes including, but not limited to, the storage of oil prior to use, while being used, or prior to further distribution in commerce. Oil-filled electrical, operating, or manufacturing equipment is not a bulk storage container. A bulk storage container is 55 gallons or greater and may be aboveground, partially buried, bunkered, or completely buried underground.
   7. CERCLA: Comprehensive Environmental Response Compensation and Liability Act, 42 U.S. Code Chapter 103 §§ 9601 et seq.
   8. Connected Piping: Aboveground and underground piping, including valves, elbows, joints, flanges, and flexible connectors attached to a tank system through which regulated substances flow. For the purpose of determining how much piping is connected to any individual Underground Storage Tank (UST) system, the piping that joins two UST systems should be allocated equally between them.
   9. Contamination: Refers to the introduction of micro-organisms, chemicals, toxic substances, petroleum hydrocarbons, wastes, or wastewater into water, air, sediment, sludge, and soil at concentrations that may adversely affect human health or the environment.
   10. Discarded Material: Material defined in 40 CFR, 261, that is applied to or placed on the land in a manner that constitutes disposal.
   11. Disposal: The removal of any contaminated or hazardous materials/waste from the Airport property including temporary stockpiling and storage, treatment, loading, transportation, and depositing or transferring to an approved disposal site. On-site or off-site treatment, if approved, may constitute a means of disposal.
   12. Disposal Facility: A facility or part of a facility at which contaminated or hazardous materials/waste are intentionally placed into or onto any land or water, and at which the waste shall remain after closure.
   13. Flash Point: The minimum temperature at which a liquid or solid gives off sufficient vapor to form an ignitable vapor-air mixture near the surface of the liquid or solid. An ignitable mixture is one that, when ignited, is capable of the initiation and propagation of flame away from the source of ignition. Propagation of flame means the spread of the flame from the vapor layer independent of the source of ignition.
   14. Free Product: A regulated substance that is present as a non-aqueous phase liquid (e.g., liquid not dissolved in water.)
   15. Fuel Delivery System: Underground piping, underground ancillary equipment, and containment system.
   16. Groundwater: Water, except capillary moisture, beneath the land surface in the zone of saturation or beneath the bed of any stream, lake, reservoir, or other body of surface water within the boundaries of this State, whatever may be the subsurface geologic structure in which such water stands, flows, percolates, or otherwise occurs.
   17. Hazardous Material: A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S. Code 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 CFR 173, as well as the criteria listed in §11111.3 of Division 4.5 of Title 22 of the State Code of Regulations.
   18. Hazardous Substance: A broad term that includes all substances that can be harmful to people or the environment, toxic, hazardous materials, and other similar terms are subsets of hazardous substances.
   19. Hazardous Waste: By-products or waste materials of manufacturing and other processes that have some dangerous property; generally categorized as corrosive, ignitable, toxic, or reactive, or in some way harmful to people or the environment. Any material that is subject to the Hazardous Waste Manifest Requirements of the U.S. Environmental Protection Agency specified in 40 CFR Part 262.
   20. Incompatible Waste: A waste that is unsuitable for:
       1. Placement in a particular device or facility because it may cause corrosion or decay of containment materials; or
       2. Commingling with another waste or material under controlled conditions because the commingling might produce heat, pressure, fire, explosion, violent reaction, toxic dusts, mists, fumes or gases, flammable fumes, or gases.
   21. Land Disposal: Placement in or on the land and includes, but is not limited to, placement in landfill, surface impoundment, waste pile, injection well, land treatment facility, salt dome formation, salt bed formation, underground mine or cave, or placement in a concrete vault or bunker intended for disposal purposes.
   22. Landfill: A disposal facility or part of a facility where contaminated soil and sludge waste is placed in or on land and that is not a pile, a land treatment facility, a surface impoundment, an underground injection well, a salt dome formation, a salt bed formation, an underground mine, or a cave.
   23. Manifest: The shipping document originated and signed by the generator that contains the information specified in 40 CFR 262 and 22 CCR §11111 of those regulations.
   24. Off-site: A site that does not meet the definition of on-site as defined in this part.
   25. On-site: The same or geographically contiguous property which may be divided by public or private right-of-way provided the entrance and exit between the properties are at a cross-roads intersection, and access is by crossing as opposed to going along the right-of-way. Non-contiguous properties owned by the same person but connected by a right-of way that he controls and to which the public does not have access, is also considered on-site property.
   26. Pipe or Piping: A hollow cylinder or tubular conduit constructed of non-earthen and non-plastic materials.
   27. RCRA: The Federal Resource Conversation and Recovery Act of 1976 as amended, 42 U.S. Code, Ch. 82 §§ 6901 et seq.
   28. Regulated Substance: An element, compound, mixture, solution, or substance that, when released into the environment, may present substantial danger to the public health or welfare, or the environment. The term “regulated substance” includes:
       1. Substances defined in § 101(14) of CERCLA, but not any substance regulated as a hazardous waste under subtitle C of RCRA; and
       2. Petroleum, including crude oil or any fraction thereof, that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pound per square inch absolute).  The term “regulated substance” includes, but is not limited to petroleum and petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading, and finishing, such as motor fuels, jet fuels, distillant fuel oils, residual fuel oils, lubricants, petroleum solvents, and used oils.
   29. Regulation: The control, direction and governing of hazardous waste activities by means of the adoption and enforcement of laws, ordinances, rules, and regulations.
   30. Release: Spilling, leaking, emitting, discharging, escaping, leaching, or disposing into ground water, surface water, or subsurface soils.
   31. Solid Waste: Any discarded material that is excluded from the listing of hazardous wastes 40 CFR, 261 and 261.2 and 22 CCR 11111, or that is not excluded by variance granted under the same section.
   32. Tank: A stationary device designed to contain an accumulation of regulated substances and constructed of non-earthen materials (e.g., concrete, steel, plastic) that provide structural support.
   33. Underground Release: Any below Ground Release.
   34. Underground Storage Tank (UST): Any one or combination of tanks (including underground pipes connected thereto) that is used to contain an accumulation of regulated substances, and the volume of which (including the volume of underground pipes connected thereto) is 10% or more beneath the surface of the ground. Also see Bulk Storage Container. This term does not include any:
       1. Tank used for storing heating oil for consumption on the premises where stored, except for tanks having a capacity of more than 5,000 gallons and used for storing heating oil.
       2. Septic tank.
       3. Pipeline facility (including gathering lines) regulated under:
          1. The Natural Gas Pipeline Safety Act of 1968 (49 U.S. Code), or
          2. The Hazardous Liquid Pipeline Safety Act of 1979 (49 U.S. Code), or
          3. That is an intrastate pipeline facility regulated under laws comparable to the provisions of the law referred to in (c)(1) or (c)(2) of this definition.
       4. Storm water or wastewater collection system.
       5. Liquid trap or associated gathering lines directly related to oil or gas production and gathering operations.
   35. UST System or Tank System: An underground storage tank, connected underground piping, underground ancillary equipment, and containment system, if any.
2. Definitions - Asbestos Remediation
   1. ACBM (Asbestos-Containing Building Material): AHERA/ASHARA term for material with more than 1% asbestos comprising an interior structural member in or on the building inclusive of covered walkways, porticos and exterior HVAC TSI.
   2. ACCM (Asbestos-Containing Construction Material): Manufactured construction material with greater than 0.1% asbestos, requiring a Cal/OSHA registered contractor for any disturbance exceeding 100 square feet. Concrete, asphalt are ACCM; base rock is not.
   3. ACM: Asbestos-containing material is defined using numerical criteria for various applications. Soil containing more than 0.25% asbestos soil invokes CARB NOA requirements. Manufactured asbestos containing more than 0.1% asbestos invokes the need of asbestos contractor registration. Any material containing more than 1% asbestos invokes the need Cal/OSHA work class designation.
   4. Accessible ACM: Materials that can be removed safely by the workers and re-insulated adequately by subsequent renovation activities.
   5. Aggressive Clearance: Work area clearance at the completion of abatement using aggressive sampling techniques, whereby air samples are collected while fans, leaf blowers, or air circulating devices are operated in a work area, and while floors, walls, and other structural surfaces are swept with brooms or a leaf blower to entrain any particles that may be present.  Aggressive sampling will be utilized at the completion of interior abatement, unless otherwise noted.
   6. Airless Sprayer: Airless sprayer with the following minimum features: 120 volt, totally enclosed fan cooled electric motor equipped with a 3-wire cord; gun safety lock to prevent accidental spraying; single pump control knob to adjust priming and pressure from 500 to 2,500 psi at a constant volume; stainless steel or tungsten carbide paint valves; replaceable in-line filter and hose; self-cleaning adjustable spray tip; and 0.25 to 0.50 gallon per minute delivery.
   7. Airlock: A system for permitting ingress or egress without permitting air movement between any two adjacent areas consisting of two curtained doorways. The airlock must be maintained in uncontaminated condition at all times.
   8. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time. Analysis of air samples shall be by phase contrast microscopy in accordance with the NIOSH 7400A or the OSHA Reference Method, or Transmission Electron Microscopy in accordance with 40 CFR Part 763 Asbestos-Containing Materials in Schools as published in the Federal Register, October 30, 1987, as applicable.
   9. Amended Water: A water to which a surfactant has been added at a ratio according to the manufacturer’s directions with a minimum surface tension of 29 dynes per square centimeter when tested in accordance with ASTM D1331.
   10. Asbestos: A generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes the asbestiform varieties of chrysotile (serpentine); crocidolite (riebecklite); amosite (cummingtonite-grunerite); anthophyllite; tremolite; and actinolite. For the purposes of determining respiratory protection and worker protection, both the asbestiform and non-asbestiform varieties of the above materials and any of these materials that have been chemically treated or altered shall be considered asbestos.
   11. Asbestos Remediation Operations: All herein specified procedures pertaining to the removing and disposing of all asbestos at an EPA approved site, including encapsulation, repair, enclosure, encasement, controlled renovations, and operations and maintenance programs.
   12. Asbestos Work Area: A workspace within which all exposed surfaces, except those being removed, and fixed equipment have been sealed with intact layer(s) of polyethylene sheeting or equivalent. Work can be performed in this area that may result in the release of asbestos fibers into the workspace only.
   13. Asbestos Work Class: Activities as per Cal/OSHA for removing asbestos materials exceeding 1% by categories are as follows:
       1. Work Class I: Activity involving removal of TSI and surfacing asbestos-containing materials (ACM) or friable presumed asbestos-containing materials (PACM).
       2. Work Class II: Activity involving removal of ACM other than TSI or surfacing ACM. Class II includes removal or grading of NOA that contains more than 1%  asbestos.
       3. Work Class III: Repair and maintenance operations where TSI or surfacing is likely to be disturbed, which fits within one standard glovebag or waste container under 60 inches.
       4. Work Class IV: Maintenance and custodial activities during which employees contact but do not disturb PACM or ACM and activities to clean-up dust, waste and debris resulting from Work Class I, II, and III activities.
   14. Barrier: Any surface that separates or seals off the work area to inhibit the movement of asbestos fibers, including:
       1. Construction Barrier: A partial barrier installed to restrict access to areas adjacent to the project area; may include barrier tape, where applicable.
       2. Physical Barrier: An airtight, solid barrier installed where the work area is adjacent to public areas.
       3. Visual Barrier: An opaque barrier constructed of polyethylene sheeting so that abatement operations are not visible to building occupants.
       4. Critical Barrier: The physical point at which the pressure differential occurs, defined by a single or multiple barriers. Establish a critical barrier at every point where a distinct, independent air space exists adjacent to the work area, such as at doorways, windows, diffusers, etc. Critical barriers may be constructed of fire-retardant plywood, sheet metal, or sheetrock, as specified. Alternatively, a 6- or 10-mil layer of polyethylene sheeting may suffice, installed with reinforcing studs or furring strips. Critical barriers or other means of isolation are required for Class I Asbestos Work exceeding 25 linear feet or 10 square feet.
       5. Primary Barrier: Consists of two layers of fire-retardant polyethylene sheeting installed to protect interior surfaces of the work area from damage or encapsulant and aid in the decontamination process. Surfaces covered by primary barriers shall be pre-cleaned and inspected by the Environmental Consultant in order for these barriers to remain during the clearance air sampling phase.
       6. Secondary Barrier: Consists of a single layer of fire-retardant polyethylene sheeting installed on top of the primary barrier or building surfaces to catch gross debris and aid in the decontamination process.
   15. Certified Industrial Hygienist (CIH): An industrial hygienist certified by the American Board of Industrial Hygiene.
   16. Clean Equipment Room: A room between the holding room and non-work area that is part of the equipment decontamination enclosure system. The clean equipment room comprises an airlock and must be maintained in an uncontaminated condition at all times.
   17. Clean Room (Change Room): An uncontaminated room that is part of the worker decontamination enclosures system, with storage space for workers’ street clothes and protective equipment.
   18. Competent Person: A person capable of identifying and eliminating asbestos hazards as defined per OSHA Regulation 29 CFR Part 1926.1101 and per DOSH Title 8 CCR Section 1529.
   19. Contaminated Area: A work area where airborne concentrations of ACM exceed or can reasonably be expected to exceed the PEL, if disturbed.
   20. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms. Typically constructed by placing two overlapping layers of polyethylene sheeting over an existing or temporarily framed doorway, securing each along the opposite vertical edge of the doorway. Space the two curtained doorways sufficiently apart to form an airlock, unless otherwise directed or approved due to space limitations. Weigh the curtains with a flexible/conforming material such as steel chain or PVC pipe.
   21. Decontamination Enclosure System: A series of connected rooms with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system contains at least one airlock.
   22. Demolition: The destruction or removal of any structural member or architectural treatment/surfaces of the facility together with any related handling operations.
   23. Disposal Bag: 6-mil minimum thickness, leak proof plastic bag used for transporting asbestos waste from the work area to the disposal site, with the prescribed warning labels and identification markers.
   24. Encapsulant (Sealant): A liquid material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent release of fibers, including:
       1. Bridging Encapsulant: An encapsulant that forms a discrete layer on the surface of an in-situ asbestos matrix.
       2. Penetrating Encapsulant: An encapsulant that is absorbed by the in-situ asbestos matrix without leaving a discrete surface layer.
   25. Encapsulation: All herein specified procedures necessary to coat asbestos-containing material or asbestos-contaminated surfaces with an encapsulant to control the possible release of asbestos fibers into the ambient air.
   26. Enclosure: The construction of airtight walls, ceilings, and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, which prevents the release or disturbance of asbestos materials.
   27. Environmental Consultant: Technical representative of the City, consisting of Cal/OSHA Certified Asbestos Consultant(s) (CACs) and Certified Site Surveillance Technician(s) (CSSTs), under the supervision of a CIH and/or PE.
   28. Equipment Decontamination Enclosure System: A decontamination system for materials and equipment consisting of a designated area of the work area for a washroom, holding room and clean equipment room.
   29. Equipment Room: A room that is part of the worker decontamination enclosure system, with provisions for storage of potentially contaminated clothing or equipment. Keep the equipment room clear of suspect asbestos-containing debris at all times.
   30. Excursion Limit: A level of airborne fibers specified by Cal/OSHA as an occupational exposure limit for asbestos set at 1.0 total fibers per cubic centimeter as measured over a 30-minute period.
   31. Fireproofing: Spray or trowel-applied fire-resistant material and any overspray thereof.
   32. Fixed Object: Any object which cannot be removed from the work area. This would include, but is not limited to, furniture, equipment, walls, and doors.
   33. Friable: A material that can be crumbled, pulverized, or reduced to powder by hand pressure when dry, and includes previously non-friable material that becomes damaged to the extent that, when dry, it may be crumbled, pulverized, or reduced to powder by hand pressure.
   34. Full Isolation (FI) Work Area: Designated rooms, spaces, or areas of the project that have been totally isolated for removal work by sealing, plasticizing, equipping with decontamination enclosure systems, and placing under negative pressure. Construct the full isolation work area (as a minimum) per OSHA Regulation 29 CFR Part 1926.1101 and DOSH Title 8 CCR, Section 1529.
   35. Glove Bag: A manufactured or fabricated assembly consisting of a bag constructed of at least 6-mil transparent plastic, two inward-projecting long sleeve gloves, and may also contain an inward-projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. Most commonly used for the abatement of TSI.
   36. Glove Bag (GB) Work Area: A method for removing ACM from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other non-planar surfaces. The glove bag assembly is constructed and installed in such a manner that it surrounds the object or area to be contaminated and to contain all asbestos fibers released during the abatement process. Provide secondary containment for all glove bag work unless noted otherwise. Proper work procedures include smoke testing, no sliding or reuse, sealing adjacent materials (typically with a lagging compound), and a minimum of two abatement workers.
   37. Glove Bag Work Area With Cut-Out (GBCO): Same as GB Work Area except that the pipe section or duct is removed with insulation in place. Two sections of the pipe are cleaned using GB technique after pipe or duct and insulation are wrapped and sealed with polyethylene. Then pipe or duct is cut at both ends and disposed of intact as ACM.
   38. Ground Fault Interrupter (GFI): A device that automatically de-energizes any high voltage system component, which has developed a fault in the ground line.
   39. HEPA Filter: A HEPA filter which has a tested and documented efficiency for trapping and retaining a minimum of 99.97% of a 0.3 micrometer (aerodynamic diameter) dioctylphthalate (DOP) test aerosol in accordance with ANSI Standard Z9.2 - 1979 “Fundamentals Governing the Design and Operations of Local Exhaust Systems,” and Federal Standard 209-B for Class 100 air and as indicated in UL 586.
   40. HEPA Vacuum Equipment: Vacuuming equipment with a (UL 586 label) HEPA filtration system capable of collecting and retaining asbestos fibers.
   41. Holding Room: A room between the washroom and clean equipment room in the equipment decontamination enclosure system. The holding room comprises an airlock and must be maintained in uncontaminated condition at all times.
   42. HVAC System: Heating, ventilating and air-conditioning systems consisting of pipes, ducts, and equipment (air-conditioners, chillers, boilers, heaters, pumps, fans, controls, etc.) used to heat, cool, move and/or filter air in a building; also known as mechanical systems.
   43. Make-up Air: Supplied or re-circulated air to offset that that has been exhausted from an area.
   44. Material Safety Data Sheets (MSDS): Available from the vendor or supplier for all materials used on the project. MSDS must be available at the site in accordance with the OSHA Hazard Communications Standard (29 CFR Part 1910.1299).
   45. Medical Surveillance: A periodic comprehensive review of a worker’s health status. The required elements of an acceptable medical surveillance program are listed in the Cal/OSHA standards for asbestos.
   46. Miscellaneous ACM: Asbestos-containing building material on interior structural components, structural members, or fixtures, such as floor and ceiling tiles; does not include surfacing material or thermal system insulation.
   47. Movable Object: A unit of equipment or furniture in the work area, which can be removed from the work area.
   48. Negative Pressure Equipment: A local exhaust system capable of maintaining a constant low velocity air flow into the decontamination enclosure system and work area from adjacent unsealed areas. A differential pressure must be maintained at any point in the work area no less than -0.025 inches water gauge relative to the pressure at any point outside the work area at all times, unless otherwise noted or approved.
   49. Negative Pressure Enclosure (NPE) System: Approved work practice including smoke testing each shift, manometer testing to prove a minimum 0.025 inches w.g. pressure differential, a minimum of four air changes per hour, electrical circuits off unless GFI circuits, and air movement away from the workers towards the HEPA unit.
   50. NESHAP: National Emission Standards for Hazardous Air Pollutants -- EPA Regulation 40 CFR Subpart M, Part 61.
   51. Perimeter Action Level: The eight-hour time weighted average (TWA) airborne concentration of total fibers to which an occupant, employee, building maintenance and operations employee, contract tradesman, or other building occupant may be exposed. The perimeter action level shall be 0.01 fibers per cubic centimeter for the Clean Room and Equipment Decontamination Assembly areas; and 0.005 fibers per cubic centimeter for the Elevator Lobby and Electrical Room areas, and other occupied areas. These concentrations shall be measured as determined by phase contrast microscopy (PCM) in accordance with the OSHA Reference Method.
   52. Permissible Exposure Level: A level of airborne fibers specified by Cal/OSHA as an occupational exposure standard for asbestos, which represents the eight-hour time-weighted average of 0.1 total fibers per cubic centimeter as measured by phase contrast microscopy.
   53. Personal Air Monitoring: A method used to determine an individual’s exposure to airborne fibers. The sample is collected outside the respirator in the person’s breathing zone.
   54. Phase Contrast Microscopy (PCM): A method of analysis for air samples for fibers using a light microscope. PCM analyses are unable to distinguish asbestos fibers from non-asbestos fibers, such as fiberglass, cellulose, household dust, gypsum, etc.
   55. Polarized Light Microscopy (PLM): An optical microscopic technique used to distinguish between different types of asbestos fibers by unique optical properties.
   56. Powered Air Purifying Respirator (PAPR): Either a full facepiece, helmet, or hooded respirator that has the breathing air powered to the wearer after it has been purified through a filter.
   57. Pre-Cleaning: The process of cleaning (decontaminating) all objects, ceilings, wall and floors of a proposed work area using wet cleaning methods, HEPA vacuuming equipment, etc., before abatement work commences.
   58. Presumed Asbestos-Containing Material (PACM): TSI or surfacing (sprayed or troweled-on surfaces, not including mastics) material found in buildings constructed no later than 1980 considered to be ACM unless disproved by 3 random negative PLM samples of the homogeneous material. While not PACM, asphalt and vinyl flooring materials installed no later than 1980 are considered ACM unless proven by negative PLM samples otherwise.
   59. Protection Factor (PF): The ratio of the airborne fiber concentration outside the respirator relative to the airborne fiber concentration within the respirator facepiece.
   60. Quality Control Representative (QCR): Contractor’s representative who is responsible for:
       1. Evaluating the work quality to ensure that the area meets the criteria for acceptability prior to requesting an inspection, and
       2. Notifying the Environmental Consultant in writing for all requests for inspections.
   61. Qualitative Fit Test: A method of testing a respirator’s face-to-facepiece seal by covering the inhalation or exhalation valves and either breathing in or out to determine the presence of any leak.
   62. Remediation: Procedures for control of fiber release from asbestos, ACBM, ACCM and ACM, including encapsulation, enclosure, controlled renovation procedures and removal.
   63. Remediation Contractor: Contractor responsible for remediation of all asbestos, ACBM, ACCM and ACM, unless otherwise noted herein.
   64. Removal: Procedures necessary to strip all asbestos from the designated areas and to dispose of these materials at an acceptable site.
   65. Renovation: Modification of any existing structure or portion thereof where exposure to airborne asbestos may result.
   66. Self-Contained Breathing Apparatus (SCBA): Supplied air respirators in which a tank worn on one’s back contains the air.
   67. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure system equipped with a shower. The shower will allow for complete showering during decontamination. Provide the shower with 60 minutes of continuous, warm running water at a temperature of 110 degrees Fahrenheit to 120 degrees Fahrenheit, as well as providing liquid soap, and shampoo.
   68. Staging Area: Either the holding area or some area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.
   69. Static (Passive) Air Sampling: Air monitoring without the use of fans or air circulating devices.
   70. Surfacing ACM: Asbestos-containing material that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.
   71. Surfactant: A chemical wetting agent added to water to decrease surface tension and thus increase water’s ability to wet or penetrate bulk materials. The surfactant used must be compatible to the type of asbestos being remediated, e.g., chrysotile is hydrophilic, a surfactant that works well with it would not work well for amosite, which is hydrophobic.
   72. Time Weighted Average (TWA): The average concentration of a contaminant weighted according to the duration for each time period of measurement.
   73. TLV: Threshold limit value; levels of contaminants established by the ACGIH to which it is believed that most of the workers can be exposed with minimal adverse health effects.
   74. Transmission Electron Microscopy (TEM): A method of analyzing air samples for asbestos fibers using a transmission electron microscope and associated instrumentation.
   75. TSI: Thermal system insulation; asbestos-containing material applied to fittings, pipes, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain or water condensation.
   76. Type C Supplied Air Respirator: A respirator designed to provide a very high level of protection, which supplies air to the wearer from an outside source, such as a compressor.
   77. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments, not including condensed water vapor.
   78. Visual Inspection: A visual inspection by the Environmental Consultant of the work area under adequate lighting to ensure that the work area is free of visible asbestos material, debris, and dust.
   79. Washroom: A room between the work area and holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
   80. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects using cloths, mops, or other cleaning tools, which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
   81. Wetting Agents: Materials that are added to water which are used for wetting the asbestos-containing material in order for the water to penetrate more effectively.
   82. Work Area: Designated rooms, spaces, zones, or areas as defined by the project in coordination with the Airport.
   83. Worker Decontamination Enclosure System: A decontamination system for workers consisting of a clean room, a shower room, and an equipment room.
   84. Zone: See Work Area.
3. Definitions - Lead Remediation
   1. Activity Class/Category - Lead: Cal/OSHA Lead hazard designations assigned to work activities that involve lead-containing materials. Activities, which fall into Classes I through III, including as examples the operations defined below, are required to assume the following personal airborne exposure levels, unless otherwise demonstrated.  
        Activity Class (assumed exposure)Work activityActivity Class I with (Less than 500 micrograms/M3)Surface clean-up of lead-containing dust or debris less than 15,000 micrograms/square foot Spray painting with lead-based paints Manual demolition of structures (e.g. drywall, plaster, etc.) Manual sanding, grinding, needle gunning, chiseling, hammering, wire brushing, milling or scraping of lead-based coatings Heat gun removal of surface coating power tool Power tool cleaning with dust collection systemActivity Class II (500 or greater but less than 2500 micrograms/M3)Using lead mortar Lead burning Rivet busting Power tool cleaning without dust collection systems Clean-up of dry abrasive Abrasive blasting enclosure movement and removalActivity Class III (2,500 micrograms / M3 or greater)Abrasive blasting of coated surfaces Welding on coated surfaces Torching or cutting of coated surfaces Torch burning of coated surfaces
   2. Certified Lead Worker: Includes those who do lead-related construction work activities on a job site under the directions of a Certified Lead Supervisor, including:
      1. Removal, disposal or remediation of loose and peeling lead-based paints as defined by CDPH, including scraping, demolition or other Cal/OSHA Activity Classes 1 through 3 work as defined above.
      2. Removal or repair of lead plumbing.
      3. Repainting or general construction on surfaces painted with lead-based paints.
      4. Removal, enclosing or covering of lead-contaminated soils.
      5. Exemption: renovations, remodeling, painting, operations and maintenance work or other activities listed above that are considered to be interim controls, or lasting less than 20 years, may be completed by workers satisfying Cal/OSHA’s awareness training requirements only.
   3. Certified Lead Supervisor:  Includes those who supervise daily work activities on a lead-related construction site, as well as supervision of repainting or general construction performed on surfaces with lead-based paints where remediation is designed to permanently reduce or eliminate lead hazards for public (non-industrial) buildings or to last more than 20 years. The Certified Lead Supervisor shall oversee the Certified Lead Workers, enforce safe work practices, and schedule and coordinate work site activities with the building occupants and other contractors and consultants.
   4. Containment: As defined by the State Department of Public Health includes any system, process or barrier used to contain lead hazards in a work area, including plastic sheeting, wet scraping, and other lead-safe work practices as described in the HUD Guidelines, Chapter 8.
   5. Remediation: Removal, control or containment of hazardous or toxic material(s).
   6. Remediation for Lead: As defined by the State Department of Public Health for lead hazards work, includes any set of measures designed to reduce or eliminate lead hazards or lead-based paint, but excludes containment or cleanup.  Remediation for Lead is designed to permanently reduce or eliminate lead hazards for public (non-industrial) buildings or to last more than 20 years.
4. Definitions - PCB Remediation
   1. Leak: Any instance in which a PCB-containing building component has resulted in contamination of building surfaces.
   2. Polychlorinated Biphenyls (PCB): PCB as used in this specification shall mean the same as PCB, PCB-contaminants or PCB-spill as defined in 40 CFR 761.
   3. Spill: Leaks and other uncontrolled discharges, when the release results in any quantity of PCB running off or on the external surface of the source, as well as contamination resulting from those releases.  Includes both intentional and unintentional spills.

**1.06      ACRONYMS**

The acronyms provided below are provided to Contractor as a courtesy, are not inclusive, do not constitute the Airport’s official use of terms and phrases for regulatory purposes, and should not be used to alter or supplant those found in any other local, state, or federal document.

1. Acronyms
   1. ACM: Asbestos-containing material
   2. AHERA: Asbestos Hazard Emergency Response Act (40 CFR Part 763)
   3. APR: Air Purifying Respirator
   4. AS/cc: Asbestos Structures per cubic centimeter of air
   5. BAAQMD: Bay Area Air Quality Management District
   6. Cal/OSHA: State Occupational Safety and Health Administration
   7. CCR: State Code of Regulations
   8. CDPH: State Department of Public Health
   9. CFM: Cubic feet per minute
   10. CFR: Code of Federal Regulations
   11. CGA: Compressed Gas Association
   12. CO: Carbon Monoxide
   13. DOP: Dioctylphthalate
   14. EPA: Environmental Protection Agency
   15. Fibers/cc: fibers per cubic centimeter.
   16. HAZWOPER: Hazardous Waste Operations and Emergency Response
   17. HEPA: High Efficiency Particulate Air
   18. HDPE: High-density polyethylene
   19. HMMP: Hazardous Materials Management Plan
   20. IWWTF: Industrial Wastewater Treatment Facility
   21. MSDS: Material Safety Data Sheet
   22. MSHA: Mine Safety and Health Administration
   23. NIOSH: National Institute of Occupational Safety and Health.
   24. NOA: Naturally Occurring Asbestos
   25. NPDES: National Pollutant Discharge Elimination System
   26. OSHA: Occupational Safety and Health Administration
   27. PACM: Presumed asbestos-containing materials
   28. PAPR: Powered Air Purifying Respirator
   29. PCBs: Polychlorinated Biphenyls
   30. PEL: Permissible Exposure Limit
   31. PODF: Performance-Based Organic Decontamination Fluid
   32. PPE: Personal Protective Equipment
   33. PPM or PPM/v: Parts per million or parts per million by volume
   34. RWQCB: Regional Water Quality Control Board

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 42 00 References

**1.01      SUMMARY**

1. This Document describes the reference standards, abbreviations, symbols, and definitions used in the Contract Documents.
2. Full titles are given in this Document for standards cited in other Documents of the Specifications.
3. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
4. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

**1.02      REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:**

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code, or of any instruction of any Supplier, Contractor shall report it to the City Representative in writing at once, and, Contractor shall not proceed with the Work affected thereby until consent to do so is given by the City Representative.
3. Except as otherwise specifically stated in the Contract Documents, or as may be provided by Change Order or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and
   1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
   2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).  
        
      In situations where the code, law, or regulation is more stringent than the provisions of the Contract Documents, the code, law, or regulation shall take precedence in resolving the conflict, error, ambiguity, or discrepancy.
4. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of the Airport, City Representative, or any of its consultants, agents or employees, or Contractor or any of its Subcontractors from those set forth in the Contract Documents, nor shall it be effective to assign to the Airport, City Representative, or any of its consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

**1.03      STANDARDS**

1. American Concrete Institute (ACI)  
   Standard 318, Building Code Requirements for Reinforced Concrete
2. American Institute of Steel Construction (AISC)  
   Specifications and Code of Standard Practice for Steel Buildings and Bridges
3. American National Standards Institute (ANSI)
   1. Standard C2, National Electrical Safety Code (NESC)
   2. All ANSI Standards referenced in applicable Title 8, State Code of Regulations
4. American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)  
   Std 62-1989R, Ventilation for Acceptable Indoor Air Quality and Addendum
5. American Society for Testing and Materials (ASTM)
   1. C31, Making and Curing Concrete Test Specimens in the Field
   2. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
   3. C143, Test Method for Slump of Portland Cement Concrete
6. State Occupational Safety and Health Administration (Cal/OSHA)  
   State Code of Regulations (CCR); Subchapter 7, Group 1, General Physical Conditions and Structures
7. State Code of Regulations (CCR), TITLE 24
   1. Airport Building Regulations ([https://example.com](https://example.com/))
   2. Part 2, State Building Code, Volume 1, 2, and 2B
   3. Part 3, State Electrical Code
   4. Part 4, State Mechanical Code
   5. Part 5, State Plumbing Code
   6. Part 6, State Energy Code
   7. Part 7, State Elevator Safety Construction Code
   8. Part 8, State Historical Building Code
   9. Part 9, State Fire Code
   10. Part 10, State Code for Building Conservation
   11. Part 12, State Reference Standards Code
8. Factory Mutual  
   FM Global
9. International Association of Plumbing and Mechanical Officials (IAPMO)
   1. Uniform Mechanical Code (UMC)
   2. Uniform Plumbing Code (UPC)
10. International Conference of Building Officials (ICBO)
    1. Uniform Building Code (UBC)
    2. YBC Standard 26-8, Welding Reinforcing Steel, Sheet Metal inserts and Connections in Reinforced Concrete Construction
    3. UBC Standard 26-10, Concrete Tests
    4. Uniform Fire Code (UFC)
11. National Electric Manufacturer's Association (NEMA)
    1. Industrial Controls and Systems (IC-S)
    2. MG-I, Motors and Gear Motor (MG-I)
12. National Fire Protection Association (NFPA)
    1. Pamphlet 1, Fire Prevention Code
    2. Pamphlet 13, Sprinkler systems, Installation
    3. Pamphlet 24, Private Fire Service Mains
    4. Pamphlet 70, National Electrical Code
    5. Pamphlet 71, Signaling Systems, Central Station
    6. Pamphlet 80, Fire Doors and Windows
    7. Pamphlet 90A, Installation of Air Conditioning and Ventilating Systems
    8. Pamphlet 90B, Installation of Warm Air Heating and Air Conditioning systems
    9. Pamphlet 96, Ventilation Control and Fire Protection of Commercial Cooking Operation
    10. Pamphlet 101, Life Safety Code
13. National Sanitation Foundation (NSF) International  
    Entire Standard.
14. Airport Architecture & Engineering (A&E) Standards  
    As referenced in the Specifications.[https://example.com](https://example.com/)
15. Sheet Metal Air Conditioning National Association (SMACNA)  
    Entire Standard
16. Underwriter's Laboratories, Inc. (UL)  
    Full Listings or Nationally Recognized Testing Laboratory (NRTL)
17. ABBREVIATIONS

The following abbreviations may be used in the Project Manual:

|  |  |
| --- | --- |
| AAP | Affirmative Action Program |
| ABR | Airport Building Regulations |
| ACI | American Concrete Institute |
| ADA | American with Disabilities Act |
| ADAAG | American with Disabilities Act Architectural Guidelines |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute (formerly American Standards Association) |
| AOA | Air Operations Area |
| ASHRAE | American Society of Heating, Refrigerating, and Air Conditioning Engineers |
| ASTM | American Society for Testing and Materials |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BICE | Building Inspection and Code Enforcement |
| BIL | Basic Insulation Level |
| BCDC | Anywhere Bay Conservation and Development Commission |
| Cal/OSHA | State Occupational Safety and Health Administration |
| CBC | State Building Code |
| CBSC | State Building Standards Commission |
| CCR | State Code of Regulations, Title 24 |
| CEC | State Electrical Code |
| CFC | State Fire Code |
| CFR | Code of Federal Regulations |
| CMC | State Mechanical Code |
| CMD | Contract Monitoring Division, City and County of Anywhere |
| CPC | State Plumbing Code |
| CPUC | State Public Utilities Commission |
| CPM | Critical Path Method |
| FAA | Federal Aviation Administration |
| FAR | Federal Aviation Regulation |
| FM | Factory Mutual – FM Global |
| HVAC | Heating, Ventilating and Air Conditioning |
| IAPMO | International Association of Plumbing and Mechanical Officials |
| ICBO | International Conference of Building Officials |
| I.D. | Identification |
| JATC | Joint Apprenticeship Training Committee |
| JV | Joint Venture |
| KW | Kilowatt |
| LBE | Local Business Enterprise |
| MBE | Minority Business Enterprise |
| M/WBE | Minority and Woman-Owned Business Enterprise |
| M.I. | Middle Initial |
| ml | milliliter |
| mm | millimeter |
| NEC | National Electric Code |
| NEMA | National Electric Manufacturer’s Association |
| NESC | National Electrical Safety Code |
| NFPA | National Fire Protection Association |
| NRTL | Nationally Recognized Testing Laboratory |
| OCIP | Owner Controlled Insurance Program |
| PCO | Proposed Change Order |
| PM | Preventive Maintenance |
| PSA | Police Service Aid |
| RFI | Request for Information |
| RFP | Request for Proposal |
| RFS | Request for Substitution |
| SFAC | Anywhere Administrative Code |
| SFIA | Anywhere International Airport |
| SFM | State of State, Office of State Fire Marshal |
| SIDA | Security Identification Display Area |
| SMACNA | Sheet Metal Air Conditioning National Association |
| SRCR | Social Responsibility and Community Sustainability |
| UBC | Uniform Building Code |
| UFC | Uniform Fire Code |
| UL | Underwriters’ Laboratories, Inc. |
| UMC | Uniform Mechanical Code |
| UPC | Uniform Plumbing Code |
| VIP | Very Important Person |
| WBE | Woman-Owned Business Enterprise |
| W/MBE | Woman/Minority Man Business Enterprise |

Additional abbreviations used only on Drawings are listed thereon.

**1.04      SYMBOLS**

Symbols used only on Drawings are shown thereon.

**END OF DOCUMENT**

## DOCUMENT 01 51 00 Temporary Utilities

### PART 1. GENERAL

**1.01 SUMMARY**

1. This Document describes the temporary utilities required during construction for the operation of existing facilities and temporary construction facilities, including:
   1. Temporary electricity
   2. Temporary lighting
   3. Temporary heating, cooling, and ventilating
   4. Temporary telephone
   5. Temporary water
   6. Temporary sanitary facilities
   7. Temporary fire protection
   8. Temporary sewerage
2. Related Documents
   1. All Documents of Division 21 - Fire Suppression
   2. All Documents of Division 23 - Mechanical
   3. All Documents of Division 26 - Electrical
   4. All Documents of Division 33 - Utilities

**1.02 REFERENCES**

1. NEC
2. NESC
3. Airport Building Regulations (ABR): Airport Commission Rules and Regulations, Appendix F. A copy can be found at [https://example.com](https://example.com/)

**1.03 TEMPORARY ELECTRICITY**

1. Contractor shall provide and maintain temporary electrical service required to serve existing loads, which will be interrupted for more than 15 minutes, unless otherwise noted.
2. Planned facility shutdowns to portions of the existing facility shall be accomplished during periods of minimum use. In some cases, this may require night or weekend Work, which shall be at no additional cost to the Airport. Contractor shall schedule Work so that service will be restored in the minimum possible time and shall cooperate with the Airport in reducing shutdowns to a minimum.
3. Contractor may use locally available receptacles for small power tools, which require a GFCI interface. Contractor will provide any other power requirements at Contractor’s sole expense.
   1. Submit “Application for Electric Service,” obtained from the City Representative, and submit to the Airport Chief Electrician, Facilities Maintenance/Electric Shop, for approval prior to connecting to existing power. Contractor will be charged for use of Airport power at prevailing rate.
   2. Provide separate meter at connection to Airport power.
4. Requirements
   1. Temporary electrical services may be temporary connections to alternate sources or mobile generators that shall be connected to low voltage (600 volt maximum) distribution systems of affected facilities.
   2. The number of mobile generators that shall be of sufficient capacity to serve affected loads.
   3. Contractor shall immediately remove associated temporary electrical service upon completion, inspection, testing, and acceptance of permanent electrical service connection and restore facilities affected by installation of temporary electrical service to their original condition.

**1.04 TEMPORARY LIGHTING**

When Work is performed at night or where daylight is insufficient or obscured, Contractor shall provide artificial light sufficient to illuminate the Site, staging areas, haul routes, flagger positions, and AOA access points properly and to permit thorough inspection.

**1.05 TEMPORARY HEATING, COOLING AND VENTILATING**

1. Contractor shall provide as required to maintain specified conditions for construction operation and to protect materials and finishes from damage due to temperature or humidity.
2. Portable units shall be approved by the City Representative and Airport Fire Marshal; units shall be complete with controls.

**1.06 TEMPORARY TELEPHONE**

1. Contractor shall provide direct telephone service to all field offices.
2. Provide other instruments at its option and as required by regulations.

**1.07 TEMPORARY WATER**

1. Request for water utility services will be made to the Airport’s Bureau of Inspection and Code Enforcement (BICE) as part of the building permit process.
2. Contractor shall provide, at convenient points, an ample water supply of satisfactory quality for all construction operations required under this Work. Extend branch piping with outlets located so that water is available by use of hoses. Where possible, connections may be made to existing facilities. All water connections are to be approved by BICE.
   1. Contractor is responsible for a backflow preventer if required.
   2. The Airport will provide a meter. Refundable deposit for meter is required.

**1.08 TEMPORARY SANITARY FACILITIES**

1. Contractor shall provide required toilet facilities where needed for use by employees on Site and strictly enforce their use. Toilet facilities shall be properly secluded from public observation and shall be located, constructed, and maintained subject to approval of the City Representative.
2. Existing public facilities may not be used.

**1.09 TEMPORARY FIRE PROTECTION**

1. Contractor shall not disrupt active fire alarm systems, unless specifically directed to do so under the Contract Documents. If systems are disrupted, Contractor shall provide temporary means for monitoring and activating fire alarm devices. Work done on active fire alarm systems shall be approved by the Airport Fire Marshal.
2. Provide temporary fire protection required by Document 01 60 00 (Material and Equipment).

**1.10 TEMPORARY SEWAGE**

Contractor shall not disrupt surface or underground drainage systems or sanitary sewer systems, unless specifically directed to do so under the Contract Documents. If systems are disrupted, Contractor shall provide temporary means for maintaining them in service. Notify the City Representative whenever facilities are encountered.

### PART 2. PRODUCTS

Materials may be new or used, but shall be adequate in capacity for required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards. Plastic pipe shall not be used.

### PART 3. EXECUTION

**3.01 ERECTION, INSTALLATION AND APPLICATION**

All Work performed under this Document shall be in compliance with:

1. NEC
2. NESC
3. Airport Building Regulations (ABR): Airport Commission Rules and Regulations, Appendix F
4. U.P.C. + NFPA

**3.02 REMOVAL**

Contractor shall remove all temporary utilities after their use is no longer required unless otherwise directed in writing by the City Representative. Restore all facilities to original condition including patching, backfilling, and pavement repair.

**END OF DOCUMENT**

## DOCUMENT 01 52 13 Field Offices and Sheds

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the field offices and sheds required during construction.

**1.02      REQUIREMENTS**

* 1. Contractor’s Field Offices  
       
     A field office is required. It shall be weather-tight, with lighting, electrical outlets, windows, Wi-Fi, heating and ventilating equipment, and equipped with furniture and computer equipment.  This space will be sufficient to house the construction team, including Contractor, Inspector, and City Representative. It may be a portable or mobile office trailer for the sole use of designated occupants with secure entrance doors and six keys.
  2. Storage Units for Tools, Materials, and Equipment  
       
     Storage units shall be weather-tight, with heat and ventilation for products requiring controlled conditions, adequate space for organized storage and access, and lighting for inspection of stored materials.
  3. Use of Existing Facilities  
       
     Upon request by Contractor, available existing facilities at the Site may be used for field offices or as storage units, as approved by the City Representative.
  4. Maintenance and Cleaning   
       
     Contractor shall provide weekly maintenance and cleaning for temporary structures, furnishings, equipment and services.
  5. Additional Requirements  
       
     N/A

### PART 2. PRODUCTS

NOT USED

### PART 3. EXECUTION

NOT USED

**END OF DOCUMENT**

## DOCUMENT 01 53 00 Temporary Construction

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the temporary construction facilities required during construction, including:

1. Temporary bridges
2. Temporary decking
3. Temporary overpasses
4. Temporary runarounds

**1.02      REFERENCES**

NONE

**1.03      REQUIREMENTS**

1. Temporary Bridges  
   N/A
2. Temporary Decking  
   N/A
3. Temporary Overpasses  
   N/A
4. Temporary Runarounds  
   N/A

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 54 00 Construction Aids

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the constructions aids required during construction, including:

* 1. Construction elevators, cranes and hoists
  2. Scaffolding and platforms
  3. Swing staging
  4. Temporary enclosures
  5. First aid

**1.02      REFERENCES**

Occupational Safety and Health Administration (OSHA) Standards.

**1.03      REQUIREMENTS**

* 1. Construction elevators, cranes, and hoists shall be operated and inspected routinely by certified personnel.
  2. Scaffolding and platforms erection and use shall be compliant with applicable OSHA and industry standards.
  3. Swing staging erection and use shall be compliant with applicable OSHA and industry standards.
  4. Temporary enclosures shall be properly fabricated, secured and identified, and code compliant.
  5. Contractor shall provide adequate first aid supplies at the Site, with personnel trained in basic use.

### PART 2. PRODUCTS

N/A

### PART 3. EXECUTION

N/A

**END OF DOCUMENT**

## DOCUMENT 01 55 00 Access Roads and Parking Areas

### 1.01. SUMMARY

This Document describes the access roads and parking areas available during construction and requirements for Contractor to provide access roads and parking areas.

### 1.02. ACCESS ROADS

1. Access roads to the Project will be determined by the City Representative and Airport Traffic Engineering. Routes may be changed at the Airport’s direction to accommodate operational and traffic requirements.
2. Contractor shall provide and maintain vehicular access to Site so as to minimize congestion and delays in normal movement of public.
3. Contractor shall construct and maintain access roads as may be necessary for the Work at points approved by the City Representative and remove to extent directed upon completion of the Work. Provide suitable drainage by ditches or pipe culverts for access roads. Location and grade of any temporary construction for convenience of Contractor lying within Airport property are subject to approval of the City Representative.

### 1.03. PARKING AREAS FOR CONSTRUCTION PERSONNEL VEHICLES

Parking space in the vicinity of the construction site is very limited and subject to prior approval of the AIA Duty Manager.

### 1.04. TRANSPORTATION PLAN

1.    Contractor shall provide, at its sole expense, the necessary transportation from all of the parking areas off-Airport, used by its personnel, to the Site.  
2.    Such transportation shall be in accordance with an approved Transportation Plan, which Contractor shall submit at the pre-construction meeting for the Airport’s approval. The Airport may choose to withhold up to $1,000 per month for each month that Contractor fails to submit a satisfactory Transportation Plan.  
3.    This proposed Plan shall contain an operating schedule, list of equipment, hours of operation, on-Airport route, and pick-up/drop-off locations for shuttle bus operation between the Site and the various parking areas. Shuttle buses may be subject to inspection for compliance with the standards required by the Airport for such vehicles to operate on its property. Contractor shall provide evidence that the shuttle bus operator has obtained all necessary permits and licenses, including, but not limited to, Airport permits and evidence that the operator holds vehicle liability insurance coverage in the amount of $$1,000,000.

## DOCUMENT 01 55 26 Traffic Regulation

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the traffic regulations, including:

* 1. Construction traffic and parking control
  2. Flaggers
  3. Haul routes

**1.02      REFERENCES**

1. Construction Safety Order in the State Code Regulations (Title 8, Division 1, Chapter 4, Subchapter 4, Article 3, Section 1523 – Illumination and Section 1599 – Flaggers)
2. State Manual on Uniform Traffic Control Devices (State MUTCD), Chapter 6

**1.03      REQUIREMENTS**

1. Construction Traffic and Parking Control
   1. Contractor’s vehicles, equipment, materials, and/or other items may not be stored or staged along publicly accessed Airport roadways during non-working hours. The City Representative will designate staging areas.
   2. Contractor shall submit a complete Traffic/Pedestrian Detour Routing Plan and a proposed parking plan 10 Working Days prior to the effective date of detour or parking, prepared in strict compliance with Airport traffic regulations, to the City Representative  for approval by Airport Traffic Engineering and Airport Police. The Plan must be based on Caltrans State Manual on Uniform Traffic Control Devices (State MUTCD), Chapter 6. Contractor shall notify the City Representative three Working Days in advance of commencement, postponement, or cancellation of such Plan.
2. Flaggers
   1. The State Code Regulations Section 1599 requires that flaggers be trained in the proper fundamentals of flagging moving traffic before being assigned as flaggers. The training and instructions requirements for flaggers are included in the State MUTCD Chapter 6, Section 6E – Flagger Control.
   2. Contractor shall furnish flaggers whenever working on or adjacent to roads or whenever associated vehicles are permitted to use aprons, taxiways, or runway crossings. Positions of flaggers will be assigned by the City Representative, through coordination with Airport Police, Airfield Operations, Traffic Engineering, or Airport Duty Manager. Assigned post will be manned by alert and properly trained flaggers at all times. Flaggers will use a “slow/stop” paddle sign while on Airport roads and haul routes. Flaggers will use positive hand motions for traffic.
   3. Flaggers shall notify Contractor supervisory personnel of any traffic problems. Trucking company names and driver identification shall be reported for all incidents. Contractor should then contact Airport Police, Airfield Operations, and the Inspector for follow-up action.
   4. Flaggers in the AOA shall read English-language Airport Identification Media.
   5. Flaggers shall understand and carry out instructions written in English regarding proper performance of their security function.
   6. Flaggers shall speak and understand English sufficiently to understand and answer questions, give comprehensive directions in English to persons seeking help and seeking to enter the AOA, communicate problems and questions by telephone and radio, and understand responses from appropriate authorities
   7. Each flagger post may have a different vehicle and/or aircraft traffic pattern. Familiarization with particular patterns is of utmost importance. Contractor supervisory personnel shall be responsible for briefing flaggers daily.
   8. Comply with requirements of Caltrans State MUTCD Manual, Chapter 6.
   9. Flaggers shall not control an active traffic signal intersection unless the signal has been placed on flashing “RED” mode and approval has been obtained from Traffic Engineering.
   10. Except in emergency situations, flagger stations shall be preceded by advance warning signs.  Except in emergency situations, flagger stations shall be illuminated during hours of darkness with a minimum 20-foot diameter illumination footprint (at 10-foot candles per the State Code Regulations Section 1523), which is normally achieved with light plants. Street luminaries or vehicle headlights are not permitted for illuminating flagger stations.
3. Haul Routes
   1. A haul route is a designated route approved by the City Representative, Airport Police, or Airfield Operations for use by Contractor to deliver equipment and supplies and to travel to the Site within the AOA without positive Airport escort. Haul routes for landside projects are designated routes approved by the City Representative and Traffic Engineering.
   2. Haul routes within the AOA will be set up with A-frame or timber barricades placed approximately every 150 feet along designated the route prior to opening new Work Sites. Contractor shall provide additional barricades and signs to mark turns, block other access routes, identify hazards, mark flagger and security guard positions, create choke points, and as required by Airport Police or Airfield Operations. Haul route barricades will be removed, and areas returned to original condition, when Work Site is closed.

### PART 2. PRODUCTS

NOT USED.

### PART 3. EXECUTION

NOT USED.

**END OF DOCUMENT**

## DOCUMENT 01 56 00 Barriers and Enclosures

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the requirements for the construction and removal of barriers and enclosures required during construction, including:

* 1. Barricades
  2. Fences
  3. Tree and plant protection

**1.02      REQUIREMENT**

1. Barricades
   1. Contractor shall provide barricades as required to prevent entry to construction areas and to protect adjacent properties from damage from construction operations.
   2. Contractor shall maintain proper lights of such size and location each night between the hours of sunset and sunrise upon all obstructions resulting from Work, which may endanger or obstruct traffic, and be responsible for all damages to persons and property resulting from failure to maintain lights. Designate personnel to replace or relight markers or barricades and provide the City Representative with their names and telephone numbers for use in summoning them as necessary.
   3. See Document 01 35 13 (Special Project Procedures) for barricade requirements within the AOA.
2. Fences
   1. Existing fences enclose present facilities at the Site. Fences are for protection and security of the AOA. While it may be necessary for Contractor to remove some fences for installation of new Work, Contractor’s operations shall not reduce present protection and security. If present fences are removed, an equivalent temporary continuous perimeter protection shall be provided, and new fences shall be installed prior to completion of Work.
   2. See Document 01 35 53 (Security) for additional requirements.
3. Tree and Plant Protection  
     
   Contractor shall provide protection for plant life designated to remain. Replace damaged plant life.

**­**

### PART 2. PRODUCTS

**2.01  Barricades**

      A.  Manufacturers

                1.  Basis of Design: Company Name, 123 Main St.; City, ST 11111; Tel: 123 456 7890; Fax: 123 456 7890; Email: [request info (john.doe@example.com)](https://example.com/); Web: [https://example.com](https://example.com/)

                2.  Substitutions: Approved Equal.

      B.  Products

                1.  Basis of Design: Company Name Pro temporary partition system as manufactured by Company Name. Simple track and panel system with non-hygroscopic ABS, textured finished on both sides of the wall.

                2.  Substitutions: Approved Equal.

### PART 3. EXECUTION

**3.01  Barricades**

      A.  Preparation

                1.  Clean surfaces thoroughly prior to installation.

                2.  Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

      B.  Installation

                1.  Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

**END OF DOCUMENT**

## DOCUMENT 01 57 00 Temporary Controls

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the temporary controls required during construction, including:

A.   Construction cleaning

B.   Dust control

C.   Erosion and sediment control

D.   Noise control

E.   Pest control

F.   Pollution control

G.  Rodent control

H.   Surface water control

**1.02      REFERENCES**

1. FAA Advisory Circulars Nos. 150/5370-2G & 10H: [https://example.com](https://example.com/) and [https://example.com](https://example.com/)
2. Airport Rules and Regulations:[https://example.com](https://example.com/)
3. Airport Rules and Regulations, Appendix F, Airport Building Regulations (ABR):[https://example.com](https://example.com/)
4. Architecture & Engineering (A&E) Standards:[https://example.com](https://example.com/)
5. Airport Storm Water Pollution Prevention Plan (SWPPP) for Construction Activities (Included in Document 01 57 23.01 [Storm Water Pollution Prevention, Erosion and Sediment Control])

**1.03      REQUIREMENTS**

1. General Requirements  
   Contractor shall prepare a SWPPP for review and approval by the Airport prior to commencing Work.
2. Construction Cleaning
   1. Contractor shall control the accumulation of waste, rubbish, and recyclable materials and dispose of same off-Site daily.
      1. Regularly clean up Work Areas to maintain safety for access and to avoid fire hazards. Site shall be kept neat at all times.
      2. The City Representative will undertake removal of debris left after two Working Days’ notice by the Airport Fire Marshal, and shall back-charge costs to Contractor.
   2. Foreign Object Damage and Debris Management: Waste and loose materials, commonly referred to as Foreign Object Debris (FOD), are capable of causing damage to aircraft gears, propellers, and jet engines. Contractor shall not leave or place FOD on or near active aircraft movement areas. Materials tracked onto these shall be continuously removed for duration of the Work.
   3. Keep Work Areas free from materials, equipment, and scaffolding which will not be used within a short period of time.
   4. Have equipment and personnel available on-Site daily to sweep and scrub roads, parking areas, taxiways, ramps and runways, which are Work Sites or haul routes. Backup equipment will be available should on-Site equipment fail. Effective cleanup is imperative.
   5. All vehicles used in Contractor’s operations shall, prior to leaving the Site, have its wheels thoroughly washed by Contractor to remove any mud or clumps of dirt, which might otherwise be tracked onto roadways outside of the Site.
   6. Pavement striping and markings that cannot be effectively cleaned shall be replaced at Contractor’s expense.
   7. Staging and storage areas used by Contractor shall be monitored for cleanliness, loose items and debris, and any hazardous material storage. Each staging and storage area shall have covered debris box(es) which shall be replaced on a scheduled basis.
   8. If a dispute arises among Contractor, separate contractors, and the Airport as to the responsibility under their separate contracts for maintaining the premises and surrounding area free from waste materials, rubbish, excess materials and equipment, the Airport may, after 24 hour written notice, clean up and allocate the costs among those responsible as it determines just.
3. Dust Control
   1. During performance of the Work, Contractor shall assume responsibility for dust control and furnish labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent operations from producing dust damage, health impacts, and nuisance to persons and property. Claims resulting from dust damage or nuisance shall be borne solely by Contractor.
   2. Contractor’s attention is specifically directed to local, state, and federal laws regarding abatement of air and water pollution as required by FAA Advisory Circular No. 150/5370-7. Part of the FAA Advisory Circular is summarized as follows:
      1. Control of dust and other air pollutants caused by, but not limited to, clearing, grubbing, stripping, excavating, compacting, cement and aggregate handling, cement or lime stabilization, hauling, grading or sandblasting, or use of herbicides or fertilizers shall be Contractor’s responsibility.
      2. At the Pre-Construction Meeting, or prior to start of applicable Work, Contractor shall submit for acceptance, schedules for accomplishing abatement procedures for haul roads, borrow pits, and other areas of concern.
      3. Contractor shall also submit a plan for disposal of waste material.
   3. Contractor shall sprinkle demolition sites where dust is created with water continuously during demolition activities.
   4. Sprinkle unpaved construction areas at least twice per day.
   5. Cover stockpiles of soil, sand and other fine materials.
   6. Cover trucks hauling debris, soil, sand and other fine materials.
   7. Sweep all roadways surrounding demolition and construction areas, and along haul routes, at least once per day.
4. Erosion and Sediment Control
   1. Contractor shall prepare and implement erosion control plans for construction activities during the wet season, which involves grading or other activities that would expose soil to erosion.
   2. Provide protection of embankments and excavations from erosion.
   3. Prevent materials disturbed under the Work from entering drainage or sanitary sewer systems, or from directly or indirectly entering Bay waters.
5. Noise Control
   1. Contractor shall muffle and shield intakes and exhausts, shroud or shield impact tools, and use electric-powered, rather than diesel-powered, construction equipment, as feasible, so that noise and air pollution from construction activities is reduced to the fullest extent possible near the terminal complex and other Airport facilities.
   2. The City Representative will determine times for pile driving.
   3. Construct noise barriers around the Site or around stationary equipment, such as compressors, as feasible, if barriers would reduce noise by at least 5 dBA less than the ambient noise caused by aircraft operations, and locate stationary equipment in pit areas or excavated areas as much as possible to have areas serve as noise barriers.
6. Pest and Rodent Control
   1. Contractor shall notify the City Representative in writing of the presence of pests and rodents. Submit proposed pest or rodent abatement to the City Representative for approval.
   2. Keep Work Areas clean and free from food waste to prevent pest or rodent infestation.
7. Pollution Control
   1. Contractor shall operate and maintain vehicles and equipment so as to minimize exhaust emissions of particulates, volatile organic compounds, and other air pollutants.
   2. Shut off vehicles and equipment when not in use and while waiting in queues for longer than five minutes.
   3. Implement an on-Site maintenance program for the Project to reduce emissions from equipment that will be in frequent use for much of the construction period.
   4. Comply with the provisions of the Airport Building Regulations. Implement on-Site maintenance program and spill containment to reduce pollution and disruption from equipment that will be in frequent use during construction periods.
   5. Conduct groundwater testing before dewatering is performed at Site. If petroleum hydrocarbons or other contaminates are suspected or found, immediately contact the Mel Leong Treatment Plant at 123 456 7890. In general, excavation dewatering volume should be stored in Baker tanks and the water shall be sampled and analyzed for fuel hydrocarbons and visually inspected for floating fuel materials. If free fuel product is observed in the Baker tank, the fuel shall be removed by using an oil water separator or the entire volume shall be off-hauled to a licensed treatment facility. Discharge from the oil water separator could be delivered to the Airport’s Industrial Wastewater Treatment Plant (IWWTP) upon inspection and approval by IWWTP staff. Contractor shall maintain all chain of custody documentation for sampling and disposal, including sample profiles and waste disposal manifests.
   6. Contractor shall maintain a spill incident log, including details such as time incident occurred, arrival time of first responders, and a description of incident including cause and future prevention measures.
   7. Submit to the Airport and comply with Project Spill Prevention Control and Countermeasure Plan.
   8. Maintain on-Site spill kits appropriate to task and equipment. Provide and document spill response training.
   9. When any spill incident occurs, immediately contact Airport Communications Center at 123 456 7890. Use 911 only on Airport phone system. Promptly contact Airport officials and the City Representative. Contractor is responsible to provide clear directions to spill location, act prudently in containing spill, and standby to assist first responders.
8. Surface Water Control
   1. Contractor shall provide and operate drainage and pumping equipment, maintain excavations and Site free from standing water.
   2. Provide proper drainage to protect excavations from damage due to water.
   3. When dewatering is required, temporarily retain groundwater pumped from Site in holding tank before discharge to allow suspended particles to settle. Refer to subparagraph 1.03G(5) above for surface water which may contain prohibited substances and for proper handling procedures.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 58 00 Project Identification and Signs

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the requirements and limitations of Project identification and signs for the Work.

**1.02      QUALITY ASSURANCE**

1. Contractor shall design signs and structures to withstand 100 mile per hour wind velocity.
2. The sign painter shall be a professional sign painter with a minimum of three years of experience.
3. Finishes shall be adequate to withstand weathering, fading, and chipping for the duration of the Work.

**1.03      SUBMITTALS**

Contractor shall submit Shop Drawings and product data showing content, layout, lettering, colors, structural details, sizes, and grades of structural members.

### PART 2. PRODUCTS

**2.01      SIGN MATERIALS**

1. Structure and Framing  
   New or used wood or metal.
2. Sign Surfaces  
   Exterior grade plywood with medium density overlay, minimum 3/4-inch thick, standard large sizes to minimize joints.
3. Rough Hardware  
   Galvanized steel.
4. Paint and Primers  
   Exterior quality, two coats, and background color as selected.

### PART 3. EXECUTION

**3.01      INSTALLATION**

1. Install Project identification sign within 30 days of the Notice to Proceed.
2. Erect at location designated by the City Representative.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level with butt joints. Anchor securely.
5. Paint all exposed surfaces of sign, supports, and framing.

**3.02      PROJECT IDENTIFICATION SIGN**

1. Content
   1. The Airport logo and “Anywhere International Airport”
   2. Project number and title as indicated in the Contract Documents
   3. Names and titles of the Airport Commissioners and Airport Director
   4. Name of Contractor
2. Graphic design, colors, style, sizes of lettering, and placement as designated and approved by the City Representative.

**3.03      PROJECT INFORMATIONAL SIGN**

1. Contractor shall provide sign at each field office, storage unit, storage area, and fenced staging area. Show Project number and title, identification of facility, and name of Contractor or Subcontractor responsible for facility.
2. Provide directional signs to direct traffic into and within Site. Relocate, as Work progress requires.

**3.04      REMOVAL**

Contractor shall remove all Project signs upon completion of Work, or earlier, if so directed in writing by the City Representative.

**END OF DOCUMENT**

## DOCUMENT 01 60 00 Material and Equipment

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the basic requirements governing material and equipment, including:

* + - 1. General requirements
      2. Manufacturer’s instructions
      3. Transportation and handling
      4. Storage and protection
      5. Seismic anchorage
      6. Banned products
      7. Resource conservation
      8. Resource efficiency
      9. Workmanship
      10. Installation standards

**1.02      REFERENCES**

1. Anywhere Administrative Code, Chapter 12I
2. Anywhere Administrative Code, Chapter 21A
3. Anywhere Administrative Code, Sections 10.240 through 10.247
4. Anywhere Administrative Code, Section 82

**1.03      DEFINITIONS**

Products include material, equipment, and systems.

**1.04      GENERAL REQUIREMENTS**

1. Contractor shall comply with the Contract Documents and referenced standards as minimum requirements.
2. Components required to be supplied in quantity within a Contract Document shall be the same and shall be interchangeable.
3. Do not use materials and equipment removed from existing structures or equipment, except as specifically required or allowed under the Contract Documents.
4. Article or class of materials specified by trade name or by name of particular patentee, manufacturer, or dealer, shall be, and is mutually understood to mean and specify article or class of materials described, or any other equal thereto in quality, finish, and durability, and equally as serviceable for the purpose for which it is intended, subject to favorable review and acceptance of the City Representative. The Specifications may provide that no substitutions will be allowed for certain materials, manufactured units, or equipment.
5. Listing manufacturer’s name and model number after product description does not constitute guarantee or representation on part of the Airport that the maker listed will provide the item specified at time of bidding or when needed for the Work. It is incumbent on Bidders to verify availability of all items required and base their Bids on quotations from providers who can and will supply items meeting detailed product specifications in time to meet Contractor’s construction schedule. Model numbers listed may not include all options or modifications required by detailed specifications.
6. Unless otherwise indicated in the Contract Documents, or favorably reviewed, materials and equipment for Work shall be essentially standard product of manufacturer regularly engaged in production of such materials and equipment or materials and equipment of comparable character. Equipment and material shall be new.

**1.05      MANUFACTURERS’ RECOMMENDATIONS AND INSTRUCTIONS**

Contractor shall submit copies of all manufacturers recommendations or instructions that pertain to equipment, materials, the Work or any part thereof, as specified in Document 01 33 00 (Submittals), distribute copies to persons involved, and maintain one set in the field office.

**1.06      TRANSPORTATION AND HANDLING**

1. Contractor shall transport products by methods to avoid product damage and deliver in undamaged condition in manufacturer’s unopened containers or packaging.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
3. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
4. Notify the City Representative in writing within 24 hours in event the equipment or material is damaged.
5. Obtain prior favorable review by the City Representative before making repairs to damaged equipment or material.

**1.07      STORAGE AND PROTECTION**

1. Store products in accordance with manufacturer’s instructions, within Contractor’s staging area, and with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer’s instructions.
2. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
3. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
4. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
5. After installation, provide coverings to protect products from damage from traffic and construction operations; remove when no longer needed.
6. Immediately following initial delivery of combustible materials, and throughout construction, supply and maintain fire protection by means of either portable fire extinguishers, or approved wet standpipes, dry standpipes, fire lines, valves, hoses and nozzles of types, numbers and locations approved by the Airport Fire Marshal and Fire Department.
   1. Existing standpipes, inlets and outlets, and sprinkler connections shall be kept free and clear of obstructions to ready use.
   2. Flammable materials shall not be stored in existing buildings or buildings under construction.
7. Prevention of Moisture Contamination  
   Building materials that are intended to be kept dry before, during, and following installation (e.g., fabrics, carpeting, drywall, ceiling tiles, and insulation) shall be protected from moisture prior to, during, and after installation.
8. Removal of Building Materials Contaminated by Moisture  
   If, in the judgment of the City Representative, any building material that is intended to be kept dry before, during, and after installation has become wet, such material shall be removed immediately from the Site, disposed of in accordance with this Section, and replaced. It shall be the responsibility of the relevant Contractor or Subcontractor to monitor the storage of such materials to ensure that they remain dry, and to remove and dispose of such materials if they become wet.
9. Determination by Independent Industrial Hygienist  
   On construction projects with a total construction cost exceeding $1,000,000, if any building material that is intended to be kept dry becomes, in the judgment of Contractor or the City Representative, contaminated by moisture, the City Representative shall obtain an assessment by an independent industrial hygienist to assess the extent of contamination and supervise the containment and removal of moisture-contaminated materials. Where the hygienist determines that moisture contamination has occurred, Contractor or Subcontractor responsible for causing or allowing the contamination to occur shall be responsible for the costs of the hygienist’s services and the costs for removal and replacement of the contaminated materials. Should no moisture contamination be found, the Airport shall be responsible for the costs of the hygienist’s services.
10. Elimination or Encapsulation of Fibrous Insulation Materials  
    The use of exposed fibrous duct insulation material shall be prohibited. If the design requires the use of fibrous insulation material, such material shall be encapsulated to minimize mold and/or mildew growth and emissions of volatile organic compounds into the habitable space.

**1.08      SEISMIC ANCHORAGE**

1. Except where specifically noted otherwise in the Specifications, anchor equipment, architectural features, and appurtenant facilities to resist following seismic forces:
   1. Horizontal: 0.45 times weight of equipment or facilities
   2. Vertical: 0.30 times weight of equipment or facilities
2. Weight of equipment or facilities shall include contents therein.
3. This requirement applies, but is not limited to, such items as light fixtures, electrical panels, switchgear, tanks, pumps, piping, pipe supports and hangers, generators, motors, cabinets, shelving, fans, and air ducts.
4. The horizontal force shall be considered as acting in any direction in a horizontal plane. Vertical force shall be considered as acting upwards or downwards in a vertical plane.
5. Design of entire anchoring system, and furnishing of any part of anchoring system, which must be integral with equipment or facilities, shall be the responsibility of manufacturer or Supplier. Contractor, working closely with manufacturer or Supplier, shall be responsible for furnishing and installing any anchors or restraints, which are independent of equipment or facilities. Examples, but not limited to these noted, are anchor bolts, restraining curbs, walls, angles, and similar items.
6. Make anchorage to structural elements only, and so design and install that resisting capabilities of elements are not exceeded. If, in the opinion of manufacturer or Contractor, conditions of anchorage are so special or limiting that available structural elements are incapable of resisting seismic forces, the City Representative will provide equipment manufacturer with instructions for procedures to be followed.
7. Except where specifically noted otherwise in the Specifications, submit certification for equipment specified in Divisions 11 through 16, inclusive, that equipment anchorage complies with requirements of this Article. Also submit sketch or description of anchorage system where certification is required. The City Representative may require submission of calculations prepared by registered engineer to substantiate anchorage design if design does not appear to be adequate. Perform one field test for shear and/or pullout of each kind of anchorage assembly. If assembly fails in any way, revise, reinstall or otherwise make corrections to all such assemblies installed in Work, and retest, at no additional cost to the Airport.

### PART 2. PRODUCTS

**2.01      BANNED PRODUCTS**

Tropical Hardwoods, Tropical Hardwood Wood Products, Virgin Redwood, and Virgin Redwood Wood Products

Except as expressly permitted by the application of Sections 12I.3.b and 12I.4.b of the Anywhere Administrative Code, Contractor shall not provide any items to the Airport in performance of this Contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

1. The City and County of Anywhere urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.
2. Pursuant to Chapter 12I of the Anywhere Administrative Code, and except as expressly permitted by the application of Sections 12I.3.b and 12I.4.b, Contractor shall not provide, specify, or permit the use of any items in performance of this Contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. Contractor agrees that this Paragraph is a material provision of this Contract.
3. In the event Contractor fails to comply in good faith with any of the provisions of Chapter 12I, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit under this Contract, or 5% of the total amount of the Contract Sum, whichever is greatest. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to Contractor from any contract with the City and County of Anywhere.
4. “Tropical hardwood” shall mean any and all hardwood, scientifically classified as angiosperm, that grows in any tropical moist forest.
5. “Tropical hardwood wood products” shall refer to any wood products, wholesale or retail, in any form, including, but not limited to, veneer, plywood, furniture, cabinets, paneling, moldings, door skins, joinery, or sawnwood, which are composed of tropical hardwood.
6. A list of banned tropical hardwoods is published in Chapter 12I.
7. “Virgin redwood” shall mean wood from the species scientifically classified as “sequoia semparvirens,” including, but not limited to, word that is graded “clear heart,” “clear all heart,” or any successor or equivalent terms under lumber industry grading standards, unless such wood is either (i) reclaimed or recycled; or (ii) certified as sustainably harvested redwood by a certification organization that bases its standards on the principles and criteria of the United States Forest Stewardship Council.
8. “Virgin redwood wood products” shall refer to any wood products, which are composed, in whole or in part, of virgin redwood.

**2.02      RESOURCE CONSERVATION**

1. Chapter 21A of the Anywhere Administrative Code is incorporated herein by reference as though fully set forth. Failure by Contractor to comply with any of the requirements of Chapter 21A shall be deemed a material breach of Contract.
2. Contractor and Suppliers shall offer the Airport building insulation products using or containing recovered materials whenever available and to the maximum extent possible without jeopardizing reasonable performance standards.
3. The following minimum percentages of recovered materials shall be required in building insulation products:  
   Insulation ProductPercent RecoveredCellulose, loose-fill and spray-on   75% post-consumer recovered paperPerlite composite board 23% post-consumer recovered paperPlastic rigid foam (polysocyanurate/polyurethane) Rigid foam    9% recovered materialFoam-on-place5% recovered materialGlass fiber reinforced6% recovered materialPhenolic rigid foam5% recovered materialRock wool 50% recovered material
4. The above requirements shall not apply where the City Representative finds and certifies that:
   1. Building insulation products containing recovered material are not available in a sufficient quantity within a period of time necessary for completion of the Project or application; or
   2. The available building insulation product containing recovered material is unable to meet technical performance standards required by this Contract; or
   3. The inclusion of application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention, or contract with an agency of the State of State or the United States, or the instructions of an authorized representative of any such agency with respect to any such grants, subvention, or contract.
5. In the event Contractor fails to comply in good faith with any of the provisions of Chapter 21A, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit under the Contract, or 5% of the Contract Sum, whichever is greater. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to Contractor from any contract with the City and County of Anywhere.

**2.03      RESOURCE EFFICIENCY**

Chapter 82 of the Anywhere Administrative Code is incorporated herein by reference as though fully set forth. Failure by Contractor to comply with any of the requirements of Chapter 82 shall be deemed a material breach of Contract. Contractor is responsible to provide the following:

* 1. A schedule and procedures for thorough cleaning of finishes, furniture, and fixtures in order to remove and reduce the growth of organisms hazardous to human health at the time of delivery and regularly after installation.
  2. A schedule and procedures for inspecting and maintaining mechanical systems, including heating, ventilation, and air conditioning systems.
  3. A schedule and procedures for inspecting for mold and/or mildew contamination in porous building materials, fixtures, and furnishing, including provisions for the complete removal and replacement of such materials where it is determined by inspection that the materials have become contaminated by mold and/or mildew.
  4. A commitment to using cleaners and polishes with minimal effects on indoor air quality.

### PART 3. EXECUTION

**3.01      WORKMANSHIP**

1. Contractor shall comply with industry standards except when more restrictive tolerances or Contract requirements indicate more rigid standards or precise workmanship.
2. Perform Work by persons qualified to produce workmanship of specified quality.
3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, racking, and seismic forces.

**3.02      INSTALLATION STANDARDS**

Contractor shall perform Work in accordance with instructions and specified requirements. Should a conflict exist between Specifications and instructions, Contractor shall submit a Request for Information.

**END OF DOCUMENT**

## DOCUMENT 01 62 00 Product Options and Substitutions

### PART 1. GENERAL

**1.01      SUMMARY**

This Document describes the procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda.

**1.02      CONTRACTOR’S OPTIONS**

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming one or more products or manufacturers:
   1. Select products of any named manufacturer meeting the Specifications.
   2. For any product or manufacturer that is not specifically named, submit Document 00 63 25 (Request for Product Substitution).
3. After the specified time stated in the Request for Product Substitution (RFPS), requests will be considered only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFPS will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Airport for Work on this Project).

**1.03      SUBSTITUTIONS**

1. Contractor shall submit separate RFPS for each product and support each request with:
   1. Product identification
   2. Manufacturer’s literature
   3. Samples, as applicable
   4. Name and address of similar projects on which product has been used, and date of installation
   5. Name, address, and telephone number of manufacturer’s representative or sales engineer
2. Where required, itemize a comparison of the proposed substitution with the specified product and list significant variations. If variation from the specified product is not pointed out in the submittal, variation will be rejected even though submittal was favorably reviewed.
3. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with the Airport for Work on this Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. Submit data relating to changes in the construction schedule.
4. All variations of the proposed substitute from that specified will be identified in the RFPS and available maintenance, repair, and replacement service will be indicated.
5. Include accurate cost data comparing proposed substitution with the specified product and amount of net change in Contract Sum, including but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, costs of redesign and claims of other contractors effected by the resulting change, all of which will be considered by the Airport in evaluating the proposed substitute. The Airport may require Contractor to furnish additional data about the proposed substitute.
6. Substitutions will not be considered for acceptance when:
   1. They will result in delays meeting construction milestones or completion dates.
   2. They are indicated or implied on submittals without formal request from Contractor.
   3. They are requested directly by Subcontractor or Supplier.
   4. Acceptance will require substantial revision of the Contract Documents.
   5. They disrupt Contractor’s job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of the Airport.
8. The Airport will determine acceptability of proposed substitutions and reserves the right to reject RFPS due to insufficient information.
9. Accepted substitutions may be evidenced by a Change Order. All Contract requirements apply to Work involving substitutions.

**1.04      CONTRACTOR’S REPRESENTATION AND WARRANTY**

Requests constitute a representation and warranty that Contractor:

* 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, the specified product.
  2. Will provide the same warranty for substitution as for specified product.
  3. Will coordinate installation and make other changes, which may be required for Work to be complete in all respects.
  4. Waives claims for additional costs, which may subsequently become apparent.
  5. Will compensate the Airport for additional redesign costs associated with substitution.
  6. Will be responsible for construction schedule slippage due to substitution.
  7. Will be responsible for delay due to late ordering of available specified products caused by RFPS, which is subsequently rejected by the Airport.
  8. Will compensate the Airport for all costs, including extra costs of the Contract, extra cost to other contractors, extra costs to the Airport, Airport tenants, and any claims brought against the Airport, caused by late RFPS or late ordering of products.

**1.05      AIRPORT’S DUTIES**

1. The Airport shall review Contractor’s RFPS with reasonable promptness.
2. Notify Contractor in writing of its decision to accept or reject requested substitution.

**1.06      COST OF REVIEW**

1. The Airport will record the time required in evaluating substitutes proposed or submitted by Contractor. Whether or not the Airport accepts the substitute item so proposed or submitted by Contractor, Contractor shall reimburse the Airport for charges of evaluating each such proposed substitute item.
2. The Airport reserves the right to waive the requirement of Paragraph 1.06A.

### PART 2. PRODUCTS

NOT USED.

### PART 3. EXECUTION

NOT USED.

**END OF DOCUMENT**

## DOCUMENT 01 71 13 Mobilization

**1.01      SUMMARY**

This Document describes the requirements for preparation of the Site for Work and to marshal workers, materials, and equipment, and those of Subcontractors to accomplish the Work.

**1.02      REQUIREMENTS**

1. Haul routes, staging areas, and security guard and flagger positions will be designated and/or subject to approval by the City Representative, Airport Police, Airfield Operations, Airport Landside Operations, or Airport Duty Manager who will coordinate with Contractor to determine requirements and locations.
2. Contractor shall cooperate with the City Representative in allocation and use of mobilization areas of the Site, field offices, materials storage, traffic, and parking facilities.
3. During construction, coordinate use of the Site and facilities through the City Representative.
4. Comply with the City Representative’s procedures of Contract communications, submittals, reports and records, schedules, coordination drawings, and recommendations, and resolution of ambiguities and conflicts.
5. Comply with instructions of the City Representative for use of utilities and construction facilities.
6. Coordinate field engineering and layout Work under instructions of the City Representative.
7. Walk through the Site with the Airport Fire Marshal prior to start of Work.

**1.03      DENIAL OF SCHEDULED ROADWAY CLOSURES**

1. The Airport and Contractor acknowledge that, even when all planning and approvals for roadway closures have been accomplished as specified, the operating requirements of the Airport may dictate that roadway closures be denied Contractor. The Airport has provided for the following procedure to reimburse Contractor for all costs and grant extensions of time for delays caused by such non-availability of scheduled road closures.
2. Monetary reimbursement will be granted only when all of the following have occurred:
   1. A Work plan for the specified Work was approved and scheduled on the latest monthly update of the approved construction progress schedule.
   2. Confirmation was received that the specific Work plan was approved.

**END OF DOCUMENT**

## DOCUMENT 01 71 23 Field Engineering

### PART 1. GENERAL

**1.01      SUMMARY**

* 1. This Document describes the field engineering services to be performed by Contractor and procedures to accomplish these services. In the event that the Airport is to provide field engineering services, then Document 00 73 00 (Supplementary Conditions) will apply.
  2. Related Documents:

All applicable Specifications sections.

**1.02      SERVICES TO BE PERFORMED BY THE CONTRACTOR**

* 1. Contractor shall provide field engineering services as necessary, including establish grades, lines, and levels for Work by use of recognized engineering survey practices. Contractor shall assure consistency and accuracy of all horizontal and vertical control.
  2. Contractor shall employ a State-registered, licensed land surveyor acceptable to the City Representative.
  3. The Airport provides reference control stations for horizontal and vertical control, as shown on Record of Survey No. 2925, recorded in Book 43 of L.L.S. Maps at Pages 44-45, Official Records of San Mateo County.
  4. Contractor is responsible to protect any Horizontal or Vertical control points in the work area. If control point is damaged or destroyed, Contractor shall have control point reestablished in the same location by a State-registered land surveyor.

**1.03      PROCEDURES**

If Document 00 73 00 (Supplementary Conditions) applies, Contractor could request assistance from the Airport through the Inspector. A minimum of three Working Days prior to date assistance is required.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 73 29 Cutting and Patching

### PART 1. GENERAL

**1.01      SUMMARY**

Contractor shall cut, fit, and patch, including attendant excavation and backfill, as required to complete the Work and to ensure the following:

* 1. Make its parts fit together properly
  2. Uncover portions of the Work to provide for installation of ill-timed Work
  3. Remove and replace defective Work
  4. Remove and replace Work not conforming to the requirements of the Contract Documents
  5. Remove samples of installed Work as required for testing
  6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit

**1.02      SUBMITTALS**

1. Contractor shall submit the following in accordance with Document 01 33 00 (Submittals).
2. Submit a written request to the City Representative well in advance of executing, cutting, or alteration which affects:
   1. Work of the Airport or separate contractor
   2. Structural value or integrity of any element of the Project
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems
   4. Efficiency, operational life, maintenance, or safety of operational elements
   5. Visual qualities of sight-exposed elements
3. Request shall include the following:
   1. Identification of Project
   2. Description of affected Work
   3. Necessity for cutting, alteration, or excavation
   4. Effect on work of the Airport or separate contractor, or on structural or weatherproof integrity of the Project
   5. Alternatives to cutting and patching
   6. Cost proposal, when applicable
   7. Written permission of separate contractor whose work will be affected
   8. Description of proposed Work including:
      1. Scope of cutting, patching, alteration, or excavation
      2. Trades to execute Work
      3. Products proposed to be used
      4. Extent of refinishing to be included
4. Should conditions of Work or schedule indicate a change of products from original installation, Contractor shall submit a request for substitution as specified in Document 01 62 00 (Product Options and Substitutions).
5. Submit written notice to the City Representative designating date and time Work will be uncovered.

### PART 2. PRODUCTS

Contractor shall comply with the specifications and standards for each specific product involved.

### PART 3. EXECUTION

**3.01      INSPECTION**

1. Contractor shall inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
2. After uncovering Work, inspect conditions affecting installation of products or performance of Work.
3. Report unsatisfactory or questionable conditions to the City Representative in writing; do not proceed with Work until the City Representative has provided further instructions.

**3.02      PREPARATION**

1. Contractor shall provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
2. Provide devices and methods to protect other portions of the Project from damage.
3. Protect exposed portions of the Project from elements and maintain excavations for cutting and patching free from water.

**3.03      PERFORMANCE**

1. Contractor shall execute cutting and demolition by methods that will provide proper surfaces to receive installation of repairs.
2. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
3. Employ same installer or fabricator to perform cutting and patching Work as employed for new construction for:
   1. Weather-exposed or moisture-resistant elements
   2. Sight-exposed finished surfaces
4. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
5. Restore work that has been cut or removed; install new products to provide completed Work in accordance with the requirements of the Contract Documents.
6. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
7. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
   1. For continuous surfaces, refinish to nearest intersection
   2. For an assembly, refinish entire unit

**END OF DOCUMENT**

## DOCUMENT 01 78 00 Contract Closeout

### PART 1. GENERAL

**1.01     SUMMARY**

This Document describes the Contract closeout procedures, including:

* 1. Removal of temporary construction facilities
  2. Substantial Completion
  3. Final Completion
  4. Final cleaning
  5. Project record documents
  6. Spare parts and operations and maintenance manuals
  7. Project guarantee
  8. Warranties
  9. Turn-in
  10. Release of claims

**1.02     REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES**

1. Contractor shall remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
2. Clean and repair any damage caused by installation or use of temporary facilities.
3. Restore permanent facilities used during construction to specified condition.

**1.03     SUBSTANTIAL COMPLETION**

1. When Contractor considers Work or designated portion thereof is Substantially Complete, Contractor shall submit written notice, with a list of items to be completed or corrected.
2. Within reasonable time, the City Representative will inspect the Work to determine status of completion.
3. Should the City Representative determine that Work is not Substantially Complete, the City Representative will promptly notify Contractor in writing, listing all defects and omissions.
4. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. The City Representative will re-inspect the Work.
5. Prior to request for Substantial Completion, the Contractor shall submit as-built drawings and models in AutoCAD (.dwg) and (.pdf) formats.
6. Copies of all working files (e.g., AutoCAD files, reports, spreadsheets, etc.) shall be provided in editable format (e.g., .dwg, .doc, .xls).
7. Once the City Representative determines that Work is Substantially Complete and the Airport Infrastructure Information Management Team issues a signed copy of the Model, Drawing and Data Acceptance Criteria (MDAC) Checklist, the City Representative will issue a Certificate of Substantial Completion.
8. Manufactured units, equipment, and systems which require startup must have been started up in accordance with the provisions of Document 01 91 00 (Facility Startup) and run for specified periods before a Certificate of Substantial Completion will be issued.

**1.04     FINAL COMPLETION**

1. When Contractor considers Work is complete, Contractor shall submit written certification that the requirements for Final Completion, as defined in Document 00 72 00 (General Conditions), are met, and that:
   1. Contractor has inspected Work for compliance with the Contract Documents;
   2. The Work has been completed in accordance with the Contract Documents and deficiencies listed with the Certificate of Substantial Completion have been corrected; and
   3. Work is complete and ready for final inspection.
2. In addition to submittals required by the conditions of this Contract, Contractor shall provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. When the City Representative finds Work is acceptable and final submittal is complete, the City Representative will issue a Final Change Order reflecting the approved adjustments to Contract Sum not previously made by Change Order.
4. If Contractor maintenance is required in Document 01 93 00 (Maintenance), Contract closeout will occur after completion of final maintenance items specified therein.

**1.05     FINAL CLEANING**

1. Contractor shall execute final cleaning prior to final inspection.
2. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
   1. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers, and coils of units operated without filters during construction.
   2. Employ skilled workers for final cleaning.
3. Clean Site; mechanically sweep paved areas.
4. Remove waste and surplus materials, rubbish, and construction facilities from Site.

**1.06     PROJECT RECORD DOCUMENTS**

Requirements for Project record documents are included in Document 01 78 39 (Project Record Documents).

**1.07     SPARE PARTS AND OPERATIONS AND MAINTENANCE MANUALS**

1. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Contract Documents. Deliver to location as directed by the City Representative and obtain receipt prior to final payment.
2. Provide operations and maintenance manuals for equipment, systems, manufactured units, components, and accessories as required in the Contract Documents and as specified in Article 1.11 of Document 01 33 00 (Submittals).

**1.08     PROJECT GUARANTEE**

1. Requirements for Contractor’s guarantee of completed Work are included in Paragraph 3.17 of Document 00 72 00 (General Conditions). Contractor shall guarantee Work done under Contract against failures, leaks, breaks, or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor’s sole expense, for a period of two (2) year(s) from date of Final Completion, as required by Article 8 of the General Conditions.
2. Neither recordation of Final Completion, final Application for Payment, provision of the Contract, nor partial or entire use or occupancy of premises by the Airport shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
3. The Airport may make repairs to defective Work as set forth in Article 8 of the General Conditions if, within five Working Days after mailing of written notice of defective Work to Contractor or authorized agent, Contractor shall neglect to make or undertake with due diligence repairs; provided, however, that in case of a leak or emergency where, in the opinion of the Airport, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.
4. If, after installation, operation or use of materials or equipment to be furnished under this Contract proves to be unsatisfactory to the City Representative, the Airport shall have the right to operate and use materials or equipment until it can, without damage to the Airport, be taken out of service for correction or replacement. The period of use of defective materials or equipment pending correction or replacement shall in no way decrease the guarantee period required for acceptable corrected or replaced items of materials or equipment.
5. Nothing in this Document shall be construed to limit, relieve, or release Contractor’s, Subcontractors’ and Suppliers’ liability to the Airport for damages sustained as a result of latent defects in equipment caused by negligence of Suppliers’ agents, employees, or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, a waiver by the Airport of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under the laws of the State of State pertaining to acts or omissions of negligence.

**1.09     WARRANTIES**

1. Contractor shall provide duplicate originals of warranties. Execute Contractor’s submittals and assemble documents executed by Subcontractors, Suppliers, and manufacturers.
2. Submit material prior to final Application for Payment.
   1. For equipment put into use with the Airport’s permission during construction, submit within 10 Working Days after first operation.
   2. For Items of Work delayed materially beyond the date of Substantial Completion, provide updated submittal within 10 Working Days after acceptance, listing the date of acceptance as the start of the warranty period.
3. Warranties are intended to protect the Airport against failure of Work and against deficient, defective, and faulty materials and workmanship, regardless of sources.
4. Warranty Reinstatement  
   After correction of warranted Work, Contractor shall reinstate warranty for corrected Work to the date of the original warranty expiration or to a date not less than 365 days after corrected Work was done, whichever is later.
5. Replacement Cost  
   Contractor shall replace or restore failing warranted items without regard to anticipated useful service lives.
6. Warranty Forms  
   Contractor shall submit drafts to the City Representative for approval prior to execution. Forms shall not detract from, or confuse requirements or interpretations of, the Contract Documents.
   1. Warranty shall be countersigned by manufacturers.
   2. Where specified, warranty shall be countersigned by Subcontractors and installers.
7. Rejection of Warranties  
   The Airport reserves the right to reject unsolicited and coincidental product warranties that contradict, detract from, or confuse requirements or interpretations of, the Contract Documents.
8. Term of Warranties  
   For materials, equipment, systems, and workmanship, the warranty period shall be two years minimum from the date of Substantial Completion of entire Work, except where:
   1. Detailed specifications for certain materials, equipment, or systems require longer warranty periods.
   2. Materials, equipment, or systems are put into beneficial use of the Airport prior to Substantial Completion, as agreed to in writing by the City Representative.
9. Warranty of Title

No material, supplies, or equipment for Work shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to the Airport free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have the right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph 1.09I, however, shall defeat or impair the right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of the City.

**1.10     TURN-IN**

The Contract will not be closed out, and final payment will not be made, until all personnel Identification Media, vehicle permits, and keys issued to Contractor during prosecution of Work are turned in to the Airport.

**1.11     RELEASE OF CLAIMS**

The Contract will not be closed out, and final payment will not be made, until Document 00 65 19 (Final Settlement and Release of Claims) is completed and executed by Contractor and the City

### PART 2. PRODUCTS

NOT USED

### PART 3. EXECUTION

NOT USED

**END OF DOCUMENT**

## DOCUMENT 01 78 23 Equipment Inventory

### PART 1. GENERAL

**1.01   SUMMARY**

This Document describes requirements for submission of the Equipment Inventory Spreadsheets (EIS) as supplied by the Airport’s Infrastructure Management (IIM) Team, adhering to specific data requirements listed in the following sections.

The EIS is a web-based spreadsheet that enables contractors to populate facility management data for assets which require routine maintenance.

**1.02   REQUIREMENTS**

1. The Contractor shall follow the EIS process if the Project contains assets listed in Paragraph 1.04 that are being installed, modified, removed, relocated, or replaced, and meet the conditions described below.
2. The Contractor shall submit the completed EIS for each discipline whose scope contains one or more manufactured units, fixtures, or pieces of equipment before a Certificate of Substantial Completion will be issued.
3. The EIS is in addition to, and is not a substitute for, any Operations and Maintenance (O&M) manuals required by Document 01 33 00 (Submittals).

**1.03   PROCESS**

1. Equipment schedules shall be coordinated with the Equipment Inventory Spreadsheets (EIS) that will identify naming criteria and acronyms.
2. EIS templates shall be provided to the Contractor by the IIM Team. The Contractor shall populate and deliver incrementally throughout the Project.
3. The Contractors, Designers, Subcontractors, and Suppliers must coordinate and align equipment schedules and tag annotations between their respective documents and the EIS.

**1.04   ITEMS TO BE LISTED**

1. Items on existing Airport list for which Equipment Inventory Sheets are required:**SYSTEM EQUIPMENT C10 Interior Construction**1Doors (Motorized, Automatic including fire and security doors)**D10 Conveying**2Elevators3Escalators 4Moving Walks**D20 Plumbing**5Backflow Prevention Device 6Eyewash station and showers 7Hot Water Heater 8Hydration Stations 9Pressure Regulating Valve 10Pump 11Tank (Air, Water, Pre-Heat or Expansion) 12Valve (all types)**D30 HVAC**13Air Compressors 14Air Conditioners 15Air Conditioning Units, Split System (Fan Coil Unit, Condenser) 16Air Dryers 17Air Handling Units (all included units) 18Air Separators 19Air Terminal Units (Constant Air Volume, Variable Air Volume) 20Boilers  21Chillers  22Coils  23Condensers 24Dehumidifiers 25Fans (Exhaust, Return, Supply) 26Fan Coil Units  27Filters 28Fire Smoke Dampers 29Heat Exchangers  30HVAC Heating Units 31UV Light 32Variable Frequency Drive**D40 Fire Protection**33Fire Curtains (motorized)34Fire Hose Valve 35Fire Hydrant 36Fire Riser Assembly and Flow Switch 37Flow Switch**D50 Electrical**38Automatic Transfer Switch 39Batteries 40Battery Chargers 41Circuit Breakers (Low Voltage, Air Medium Voltage) 42Controls 43Electrical Generators (Motor 400 Hz, Portable) 44Electrical Generators, Emergency (all included units) 45Electrical Panel Boards 46Fire Alarm Control Panels 47Fuel Tank 48Meters 49Motor Control Center 50Motors 51Remote Application 52Switches (Electrical, all types) 53Tranaiarmers (Low Voltage, Medium Voltage) 54Uninterrupted Power Supply (UPS) Units 55Variable Frequency Drive**E10** 56Commercial Food Service Hoods**Equipment**57Grease Exhaust Hoods**G20 Site** 58Gate (Automatic, Motorized)59Drainage Pump Station (all included units)60Lighting, High mast
2. In addition to the above items, Contractor shall provide data into Equipment Inventory Spreadsheets and relevant documents for mechanical, electrical, plumbing, or other specialty equipment not listed above for which the manufacturer recommends periodic preventive maintenance, or that have moving or motorized components. Inclusion of this additional Equipment Inventory Spreadsheet data will be reviewed and agreed to between Contractor and City Representative prior to equipment installation.
3. Inclusion of additional data or items, or the deletion of any of the above attributes or items, shall be coordinated between Contractor and the IIM Team.

**1.05   SUBMITTAL**

Submit EIS prior to submitting notice of Substantial Completion.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

NOT APPLICABLE

**END OF DOCUMENT**

## DOCUMENT 01 78 36 Warranties

### PART 1. GENERAL

**1.01      WARRANTY CONDITIONS; GUARANTEE TO REPAIR PERIOD**

Except to the extent a longer period of time is specified in individual Specifications sections, Contractor shall guarantee/warrant for two years from the date of Substantial Completion that Work performed under this Contract conforms to the Contract Documents and is free of any defect of equipment, equipment systems, material, installation, design furnished, or workmanship furnished by Contractor, and/or its Subcontractors, Suppliers, manufacturers, and design professionals. These warranties shall be in addition to, and not a limitation of, other rights the City may have under the Contract and which may be prescribed by law, regardless of the wording of manufacturer’s standard warranty.

* 1. Contractor shall comply with the guarantee/warranty requirements as specified in the individual Specifications sections.
  2. Warranties are not intended to cover failures which result from the following:
     1. Unusual or abnormal phenomena of the elements.
     2. The City’s misuse, maltreatment, or improper maintenance of the Work.
     3. Insurrection or acts of aggression including war.
     4. Vandalism after Substantial Completion.

**1.02      SUBMITTAL REQUIREMENTS**

1. Contractor shall submit a Schedule of Warranties in the form as shown in Article 1.05 below in hard copy or electronic file copy on a USB flash drive. A Preliminary Schedule of Warranties shall be submitted within the same time period as the preliminary submittal log. Refer to Document 01 33 00 (Submittals).
2. Contractor shall submit guarantees/warranties within seven calendar days after Contractor requests the Inspection for Substantial Completion for the City’s review.
   1. If the City issues a Notice of Partial Utilization, Contractor shall submit guarantees/warranties within seven calendar days of the Partial Utilization date for a particular item of Work or piece of equipment. Refer to Document 00 72 00 (General Conditions), subparagraph 9.07F, for further details regarding Partial Utilization.
   2. For Work described as incomplete in the Punch List / Final Completion, Contractor shall submit updated or revised guarantees/warranties prior to and as a condition precedent to Final Completion.
3. Submit one original of each Guarantee/Warranty Form in the form shown in Article 1.03 below in hard copy and electronic file copy on a USB flash drive. The original shall be executed by Contractor and any Subcontractor or installer responsible for that portion of the Work. Submit one original of each manufacturer guarantee/warranty as required by the Specifications.
   1. Unless otherwise specified in the Specifications, submit all original warranty material bound in commercial quality 8-1/2 by 11-inch three-ring side binders with hardback, cleanable, plastic covers, and an electronic file copy on a USB flash drive.
   2. Label each warranty section’s cover sheet with the Contract number, Project title, name, address, and telephone number of Contractor, the entity identified in Article 1.03 below, and the name of Contractor’s responsible principal employee.
   3. Provide a neatly organized Warranty Table of Contents as shown in the sample form provided in Article 1.05 below.
   4. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing and shall provide full information, using separate typed sheets as necessary. Contractor shall provide a list of Subcontractors, Suppliers, and manufacturers, with names, addresses, and telephone numbers of responsible principals for each entity identified in Article 1.03 below.
4. Submit electronic copies of all Guarantees/Warranty Forms using the Airport’s project management information system, Oracle Primavera Unifier.
5. The required guarantees/warranties are subject to the City’s verification that the documents are in proper form and contain complete information. Contractor shall correct and resubmit deficient guarantees/warranties before Final Completion.
6. The City shall co-execute submittals when required. Acceptance of Supplier’s / manufacturer’s guarantees/warranties by the City shall not be construed to limit the City’s recourse against Contractor for correction of defects under the law and in accordance with the General Conditions.

**1.03      FORM OF GUARANTEE/WARRANTY FOR ENTIRE WORK**

For guarantee/warranty of the entire Work against defects in materials and workmanship for the period of warranty after the date stated in the Certificate of Substantial Completion, the guarantee/warranty must be submitted in the following form:

|  |
| --- |
| **GUARANTEE/WARRANTY FORM**  **for**  Airport Wide Safety and Security Improvements - Phase 1  11111.2.    GUARANTEE/WARRANTY for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    We hereby guarantee/warrant that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which we have provided in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been completed in accordance with the Contract Documents.  We agree to repair or replace any or all of our Work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of 24 months from the date of Substantial Completion of the above-named Project; and we also agree to repair any and all damages resulting from such defects, all without any expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.  In the event of our failure to comply with the above-mentioned conditions within 10 calendar days after being notified in writing by the City, we collectively or separately do hereby authorize the City to proceed to have such defective Work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefor upon demand.    Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Include Contractor’s name, address, and license number)    Countersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (City Representative)  Substantial Completion was granted by the City on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |

**1.04      FORM OF GUARANTEE/WARRANTY FOR PARTIALLY UTILIZED EQUIPMENT OR COMPONENTS**

For equipment or components of equipment put into service for the City’s benefit during the progress of the Work, all guarantees/warranties must be submitted in the following form:

|  |
| --- |
| (Letterhead of Company)  We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Contractor), agree to maintain and repair as recommended by equipment and system manufacturers, equipment and systems as required in Specifications Section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which have been beneficially used by Anywhere City personnel prior to the approval of Contractor’s application for Substantial Completion.  Owner: Airport Commission, City and County of Anywhere  Location of Equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  This guarantee is effective this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ until the date of City approval of Contractor’s application for final payment.  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Contractor)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_               Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**1.05      SAMPLE SCHEDULE OF WARRANTY FORM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Specifications  Section | Description of Equipment or Equipment System | Name of Equipment or Equipment System Manufacturer | Guarantee/ Warranty  Duration | Guarantor(s) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

The above is a tabulation of equipment and equipment systems for which Guarantor’s warranties/ guarantees are required under the Specifications of this Contract. The information in Divisions 2 through 49 shall govern over information shown in this table.

**END OF DOCUMENT**

## DOCUMENT 01 78 39 Project Record Documents

### PART 1. GENERAL

**1.01 SUMMARY**

1. This Document specifies the administrative and procedural requirements for Project Record Documents for this Project:
   1. Project Record Documents required include:
      1. As-Built Drawings
      2. Marked-up copies of the Contract Documents
      3. Marked-up copies of the Shop Drawings
      4. Marked-up copies of the Specifications, Addenda, and Change Orders
      5. Marked-up Project Data submittals
      6. Record Samples
      7. Field records for variable and concealed conditions
      8. Record information of the Work that is recorded only schematically in the Contract Document
      9. Final programmable logic control code
2. Specific Project Record Documents requirements that expand requirements of this Document are included in the individual Specifications Divisions 02 through 48 (as applicable).
3. General Project closeout requirements are included in Document 01 78 00 (Contract Closeout).
4. General requirements for submittal of Project Record Documents are included in Document 01 33 00 (Submittals).
5. Maintenance of Documents and Samples
   1. Contractor shall store Project Record Documents and Samples in the field office apart from the Contract Documents used for construction.
   2. Do not permit Project Record Documents to be used for construction purposes.
   3. Maintain Project Record Documents organized according to the Airport Contract File Index.
   4. Documents and Samples shall be made available at all times for inspection by the City Representative.

**1.02 PROJECT RECORD DRAWINGS**

1. Mark-up Procedure
   1. During the construction period for the Project, maintain a set of digital Contract Documents and Shop Drawings for Project Record Document purposes. All project drawing mark ups should be prepared with the original (native) application (e.g., Autodesk AutoCAD and Autodesk Civil 3D) and within designated project record files, then exported to PDF.
   2. Mark the designated Project Record Drawing Set completely and accurately to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements, which would be difficult to identify, measure, and record later. Items required to be marked include, but are not limited to:
      1. Dimensional changes to the Drawings
      2. Revisions to details shown on the Drawings
      3. Depths of foundations below the first floor
      4. Locations and depths of underground utilities
      5. Revisions to routing of piping and conduits
      6. Revisions to electrical circuitry
      7. Actual equipment locations
      8. Duct size and routing
      9. Locations of concealed internal utilities
      10. Changes made by Change Order
      11. Details not on original Contract Documents
   3. Mark completely and accurately Project Record Drawing prints of the Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on the Drawings location.
   4. Mark Project Record Drawing sets in red using AutoCAD adhering to the Airport's CAD Standards; use other colors to distinguish between changes for different categories of the Work at the same location.
   5. Mark important additional information, which was either shown schematically or omitted from original Contract Documents.
   6. Note construction change directive numbers, alternate numbers, Change Order numbers, and similar identification.
   7. Responsibility for Mark-up
      1. Where feasible, the individual or entity who obtained the Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawing Set and to do the following:
      2. Accurately record information in AutoCAD.
      3. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
   8. At time of Substantial Completion, submit Project Record Drawings to the Airport for its records in both AutoCAD (.dwg) format and Portable Document Format (.pdf).
   9. Preparation of Project Record Drawing Set
      1. Immediately prior to inspection for the Certification of Substantial Completion, Contractor shall review completed marked-up Project Record Drawings with the City Representative. Prepare a full set of correct Project Record and Shop Drawings reflecting the as-built conditions recorded during construction.
   10. Incorporate changes and additional information previously marked on print sets into as-built drawings using AutoCAD. Identify and date each Drawing; include the printed designation “PROJECT RECORD DRAWINGS” in a prominent location on each Drawing.
   11. Refer instances of uncertainty to the City Representative for resolution.
   12. Review of Project Record Drawings
       1. Before Substantial Completion, submit corrected Drawings to the City Representative for review. When acceptable, the City Representative will initial and date the Project Record Drawings, indicating acceptance of general scope of changes and additional information recorded.
2. Copies and Distribution
   1. Contractor shall provide electronic copies in the Airport's most current version of AutoCAD (.dwg) and Portable Document Format (.pdf), whether or not changes and additional information were recorded.

**1.03 PROJECT RECORD SPECIFICATIONS**

1. Contractor shall mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in the Specifications and Modifications issued. Note related Project Record Document information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installation that would be difficult to identify or measure and record later.
   1. In each Specification section where products, materials, or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
   2. Record the name of the manufacturer, Supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
   3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
2. Upon completion of mark-up, revise Specifications and submit Project Record Specifications in PDF format to the City Representative for the Airport’s records.

**1.04 PROJECT RECORD PRODUCT DATA**

1. During the construction period for the Project, Contractor shall maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
   1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer’s instructions and recommendations for installation.
   2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later based on visual inspection.
   3. Note related Change Orders and mark-up of Project Record Documents, where applicable.
   4. Upon completion of the mark-up, submit a complete set of Project Record Product Data to the City Representative for the Airport’s records.
   5. Where Project Record Product Data is required as part of maintenance manuals for the Project, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
   6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
   7. As applicable above, submit in PDF format, final Project Record Project Data/maintenance manuals to the City Representative.
2. Material, Equipment, and Finish Data
   1. Contractor shall provide data for primary materials, equipment, and finishes as required under each Specification section.
   2. Contractor shall submit prior to final inspection, one electronic copy; provide table of contents for each volume.
   3. Contractor shall arrange by Specification section and give names, addresses, and telephone numbers of Subcontractors and Suppliers providing Work, services or equipment for Specification. Contractor shall list:
      1. Trade names
      2. Model or type numbers
      3. Assembly diagrams
      4. Operating instructions
      5. Cleaning instructions
      6. Maintenance instructions
      7. Recommended spare parts
      8. Product data

**1.05 MISCELLANEOUS PROJECT RECORD SUBMITTALS**

Refer to other Specification sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, Contractor shall complete miscellaneous records and place in good order, properly identified and electronically filed, ready for use and reference. Submit a copy in PDF format to the City Representative for the Airport’s records.

Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Surveys showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

Contractor shall post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. The City Representative will periodically review Project Record Documents to assure compliance with this requirement.

**END OF DOCUMENT**

## DOCUMENT 01 86 26 Energized Work

**PART 1 - GENERAL**

**1.01     SUMMARY**

1. This Document describes all Work with energized electrical panels and/or circuits.
2. Energized parts, as defined by OSHA 1910.333(a)(2), exposed live parts that are not de-energized (i.e., for reasons of increased or additional hazards or infeasibility), other safety-related work practices shall be used to protect employees who may be exposed to electrical hazards involved.

**1.02     SAFETY**

Contractor shall comply with all applicable local, state, and federal regulations, including the following:

1. NFPA 70E – Standards for Electrical Safety in the Workplace
2. 29 CFR 1910 – Occupational Safety and Health Administration

**1.03     SUBMITTALS**

1. Electrical Safety Standards Plan: Working collaboratively with the Airport, Contractor shall develop a Electrical Safety Standards Plan (Plan) that ensures electrical Work is in compliance with all local, state, and federal codes, including applicable electrical safety standards described in this Document.
2. Identification of Qualified Individual: The Qualified Individual shall have the following characteristics:
   1. Sufficient understanding of equipment, devices, system, or facility to positively control any hazards.
   2. Documented training and experience and can demonstrate appropriate knowledge and skills to be able to work on electrical equipment, whether energized or de-energized.
3. Energized Work Plan (EWP): If Work on energized components is anticipated, the Qualified Individual shall submit an EWP for the Airport’s review and approval. The EWP shall include, at a minimum, the following:
   1. Specific operations in which energized Work is anticipated.
   2. Features of the equipment, including any specialized configuration.
   3. Location of energy-isolating devices.
   4. Techniques, tools, and Personal Protective Equipment designed for use of specific equipment and/or energized Work, where applicable.
   5. Documentation, such as wiring diagrams, schematics, service manuals, design packages, and operating, testing, and calibrating procedures.
   6. Systems’ energy control procedures, including energy-isolating devices, grounding and shorting procedures, and other energy control procedures.
   7. Recordkeeping and logging requirements that include pre-job briefing and Electrical Hot Work Permit.
   8. Risk assessments including, but not limited to, shock risk and arc flash.

**1.04      ENERGIZED WORK**

1. The Airport reserves the right to determine which aspects of the Airport’s electrical distribution system may be covered under NFPA 70E, Articles 130.2(A) (1) (Additional Hazard or Increased Risk) and 130.2(A) (2) (Infeasibility), as well as applicable sections of OSHA electrical safety standards 1910.333(a) (1) (de-energized parts), in respect to Work involving electrical hazards and energized electrical Work.
2. All energized electrical Work shall be jointly authorized by the City Representative and the Airport Electric Shop. The Airport reserves the right to revoke authorization to perform energized electrical Work at any time.
3. The Airport (“host employer”) requires all contractors (“contract employers”) and its subcontractors working on Airport property to fulfill the requirements of NFPA 70E and OSHA electrical safety standards 1910.333(a)(1) as well as any other applicable safety codes that may apply to electrical Work above 50 volts.
4. Per the NFPA 70E, Article 110.1A, the Airport advises Contractor that the following conditions may exist on the Airport campus or other property owned and operated by the Airport:
   1. Inaccurate or out of date drawings of the electrical infrastructure.
   2. Inaccurate as built and schematics diagrams of the electrical infrastructure.
   3. Inaccurate electrical panel schedules.
   4. Equipment that may be in a state of disrepair.
   5. Possible code discrepancies in the infrastructure of the electrical system.
5. The Airport will work collaboratively with Contractor to identify any known electrical hazards in the area of Work that Contractor is working, where possible. However, Contractor bears the sole responsibility for identification of all hazards.

**1.05     OVERLOAD PROTECTIVE DEVICES**

The Airport will provide Contractor with all known AIC ratings of the overload protective devices.  Contractor shall provide an arc flash analysis with this information, and using NFPA 70E guidelines 130.7(C) (15) (a) or 130.7(C) (15) (b) to determine the hazard/risk category and requirements of any energized electrical Work that take place at the Airport.

**PART 2 - PRODUCTS**

**NOT APPLICABLE**

**PART 3 - EXECUTION**

**NOT APPLICABLE**

**END OF DOCUMENT**

## DOCUMENT 01 91 00 Facility Startup

### PART 1. GENERAL

**1.01     SUMMARY**

1. This Document describes the general procedural requirements for activation, verification of correct operation, and demonstrations of manufactured units, equipment, and systems.
2. Detailed requirements for startup are included in those Documents where systems or equipment are specified.
3. Manufactured units, equipment, and systems to be started up include:
   1. Electrical distribution system
   2. HVAC system
   3. Fire sprinkler and standpipe system
   4. Alarm systems:
      1. Fire
      2. Security
      3. Elevator

**1.02     PROCEDURES**

1. The following must be done before startup of a particular manufactured unit, piece of equipment, or system:
   1. Required Operation and Maintenance Data, Test Reports, Certificates, Manufacturer’s Instructions and Manufacturer’s Field Reports submitted and approved.
   2. Required instructions to Airport personnel given.
   3. Required Equipment Inventory submitted.
   4. Work, which may cause dust, spray, water, debris, or other foreign material to be deposited on or into unit, equipment, or system, completed.
2. Manufacturers shall provide field service as required by the Specifications. Manufactured units, equipment, and systems will not be considered ready for full-time operation until after the authorized factory-trained and qualified manufacturer’s representative for the specific item has checked and adjusted the item and certified in writing that item has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full-time operation. Acceptable certification shall be submitted prior to startup of item. Certificates shall contain the following specific wording:  
     
   “The (Name of Manufactured Unit, Equipment, or System) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full-time operation. The installation has been inspected and has been found to be in conformance with (Name of Manufacturer) standards and requirements.”  
     
   No amplification, dilution, or modification of this specific wording will be permitted.
3. Notify the City Representative 14 days in advance of startup and have manufacturer’s representative on Site to participate in startup. Conduct performance testing according to industry standards or manufacturer’s recommendations.
4. Procedure for submittals are specified in Document 01 33 00 (Submittals)
5. Requirements for submittals are specified in the individual Specifications Divisions 02 through 16 (as applicable).
6. Requirements for Substantial Completion are specified in Document 01 78 00 (Contract Closeout).
7. Startup shall be witnessed by the Inspector and City Representative.

### PART 2. PRODUCTS

NOT APPLICABLE

### PART 3. EXECUTION

**3.01     TEST PROCEDURES**

Contractor shall conduct performance testing according to performance test procedures that comply with industry standards or manufacturers’ recommendations, unless individual Specifications sections require more stringent requirements.

## DOCUMENT 01 91 13.01 General Commissioning Requirements

### 1. PART 1. GENERAL

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### 1.01. SUMMARY

A.     This Document includes general requirements that apply to the Contractor for implementation of a Commissioning (Cx) process

1. Document 01 11 00: Scope of Work

4. Document 28 00 90: Commissioning of Security Systems

5. All project specifications related to the “Systems Within the Commissioning Scope of Work” (SECTION 1.02)

6. AIA Commissioning, Activation, and Simulation Standards

B.     Commissioning Process

1. The Cx process is a collaborative effort between the Airport, Contractors, and the Commissioning Provider (CxP). The Airport utilizes the Cx process for commissioning various systems as defined in Section 1.2 SYSTEMS WITHIN THE COMMISSIONING SCOPE OF WORK. This section provides a general overview of the Cx process; specific responsibilities are defined in Sections 1.05, 1.06, 1.07, and 1.08 and Part 3.

2. Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent and the owner’s operational needs. This is achieved by beginning in the design phase and documenting design intent and continuing through construction, acceptance, and the warranty period with actual verification of performance. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing, ongoing performance monitoring, and staff training.

3. The Cx process shall be performed according to the following:

a. Anywhere Environment Code Chapter 7 (current version)

b. Title 24 State Building Code Standards (including Part 11, CALGreen)

c. AIA Commissioning, Activation, and Simulation Standards

4. Commissioning Provider

a. The Commissioning Provider (CxP) is an individual or a team responsible for managing the commissioning process for the Airport. The CxP may consist of third-party consultants, Airport representatives, and/or Contractors as determined by the Airport.

b. More than one CxP may be required for a project. Each focusing on their area of expertise.

c. The CxP develops the Cx Plan and submits it to the Airport for review and acceptance.

d. The CxP also provides the Commissioning reports.

6. System Integrator

a. If the project includes Level 3 Systems (as defined below) the Contractor shall include on their team a System Integrator to facilitate the design, construction, and testing of the integrated systems. The System Integrator is responsible for developing the Integrated System Test Plans including but not limited to interface diagrams, sequence of operations, pre-functional checklists, and functional performance tests.

7. Example of typical Cx team organization chart:

8. Commissioning Levels

a. The Airport utilizes three commissioning procedure levels to verify system functionality (see Section 1.02: SYSTEMS WITHIN THE COMMISSIONING SCOPE OF WORK):

i. Level 1 is used to commission building elements with limited functionality or performance level that have no connectivity to technology or monitoring systems. Installation verification satisfies the verification/testing requirements. Level 1 verification of systems is required for standard General Contractor Quality Assurance / Quality Control (QA/QC) procedures for each system or unit installed, ensuring its readiness for facility activation.

ii. Level 2 involves commissioning equipment or systems that have some connectivity to technology, monitoring systems and few stakeholder groups. Functional performance testing satisfies the testing requirements for Level 2 systems.

iii. Level 3 systems are more complex Airport systems or functional areas involving multiple stakeholder groups, connections to technology, and monitoring systems. The verification of Level 3 system operations is satisfied by Integrated Systems Testing (IST). Integrated systems tests verify the integration of equipment, controls, functions, and systems into combined system operation.

9. Construction Commissioning Activities

a. After the notice to proceed, the CxP coordinates and leads an initial commissioning kick-off meeting with the Airport, Contractor, Installers and System Integrator. The CxP presents the Commissioning Plan, discusses the commissioning process in detail and identifies specific commissioning related responsibilities.  Milestones shall be discussed, including submission of the Contractor’s System Readiness Manual, preliminary Operation and Maintenance (O&M) manuals, training agendas and other approved submittals needed to complete the Cx Plan.  The Contractor ensures the Installers attend the meeting and follow through with assigned action items.

b. The CxP and the Contractor shall coordinate schedules such that Construction phase commissioning activities are in alignment with Airport Activation and Simulation activities.

c. The CxP shall coordinate a Controls Review meeting with the Airport, CxP, controls contractor, and Engineer(s)-of-Record to review the proposed sequences of operation for feasibility, energy efficiency, and maintainability. The CxP shall document any required changes to the controls’ sequences in the Cx Issues Log. The controls contractor shall provide an updated Controls Logic submittal reflecting the agreed-upon controls’ sequences.

d. At the Contractor’s option, Installers or the CxP shall develop the Construction Checklist forms for each system within the Cx scope of work.  If an Installer’s forms are used, Installer shall incorporate edits requested by the CxP and Airport. The CxP shall provide System Readiness Checklists to be used by the Installers in addition to the Construction Checklists.

e. As part of the Pre-functional Testing process, the Contractor shall submit a System Readiness Plan to the CxP.  This plan includes:

i. Construction Checklists

ii. Start-up and testing procedures and data forms for all equipment and systems within the commissioning scope of work, in accordance with the project specifications.

iii. Blank Testing, Adjusting and Balancing (TAB) forms and reports, where applicable.

iv. Piping and duct testing reports, where applicable, to be approved by the Design Team.

v. Water treatment reports, where applicable, to be approved by the Design Team.

vi. CxP provided System Readiness Checklists.

f. The CxP shall review the System Readiness Plan for completeness. The CxP shall provide final approval and acceptance of the System Readiness Plan for use by the Contractor, System Integrator, and/or Installers. Once approved, the System Readiness Plan becomes the System Readiness Manual. The forms in the System Readiness Manual are then completed by the Contractor and submitted to the CxP prior to the final installation verification and functional performance testing. By submitting these completed forms, the Contractor signals that the relevant systems are installed, operational and meet functional testing acceptance criteria.

g. The CxP shall develop final equipment and system Functional Performance Test (FPT) procedures and forms. These test procedures are submitted to the Contractor and Installers for review.

h. The System Integrator shall develop the Integrated System Test Plans. These test procedures are submitted to the CxP, Airport, and Contractor for review.

i. The CxP shall update the Cx Plan with information pertaining to equipment specific documentation and testing.

j. Commissioning status meetings shall be scheduled to occur regularly during the Construction, Activation, and Closeout phases to monitor progress and to help facilitate the commissioning process. Contractor, System Integrator, and Installer representatives for commissioned systems shall be required to attend these meetings. Meetings shall, when possible, be scheduled to occur with scheduled construction or management meetings.

k. The CxP shall perform periodic site visits during construction and, for each visit, identify potential issues in a Site Observation Report. The Contractor shall review these site reports and resolve issues in accordance with the Contract Documents.

l. Pre-Functional Tests:

i. The Contractor and Installers shall prepare the equipment and systems for start-up in accordance with the Contract Documents, industry standard guidelines and the guidelines of the equipment and systems manufacturers. Start-up shall be performed by the Installer’s and/or manufacturer's start-up technicians in accordance with the Contract Documents, industry standard guidelines and the guidelines of the equipment and systems manufacturers. The Contractors shall test the systems to verify that they perform in accordance with the Contract Documents, including the Cx Functional Performance Test procedures and Integrated System Test Plans prior to witnessing by the CxP.

ii. The CxP shall witness equipment start up and testing. The Contractors shall notify the CxP and Airport in writing at least ten (10) working days in advance of the start-up and testing dates so that the CxP can schedule attendance. If the CxP is not notified in advance of a scheduled start-up or testing activity, the start-up or testing shall be rescheduled and repeated to the satisfaction of the CxP.

iii.The Installers shall complete and compile all start-up forms, test forms and checklists in the System Readiness Manual and submit to the CxP.

iv. Upon receipt of the completed System Readiness Manual forms, the CxP shall perform an Installation Verification by providing various inspections and back-checks. Issues noted during this process shall be documented by the CxP in the Cx Issues Log.

v. Upon acceptance of the System Readiness Manual, functional performance testing shall be scheduled.  Functional Performance Tests shall not commence until all critical issues identified during the Installation Verification process are resolved.

m. Functional Performance Tests

i. The FPTs are executed by the Installers under direction of the Contractor’s Commissioning Coordinator (CxC) and are witnessed by the CxP. The FPTs may be achieved by any combination of manual testing and analysis of performance trends monitored via the Building Management System (BMS), Energy Management Control System (EMCS), and/or Human-Machine Interface (HMI).

ii. The Contractor shall re-perform a sampling of the FPTs (Operational Trials) for witnessing by the Airport as part of the Activation Phase as described in the next section.

n. Integrated System Tests

i. The Integrated System Tests (ISTs) are executed by the Installers under direction of the System Integrator and are witnessed by the CxP.

ii. ISTs are not able to be performed until all individual systems or component installation are complete, this is often one of the last activities of the construction acceptance phase.

iii. ISTs shall be completed for Operational Readiness Trials to proceed.

o. The following procedures are carried out by the Cx team for Special System Room(s) (SSRs).

i. Room Readiness 1: The level of completion is confirmed by AIA-ITT to ensure the SSR is clean, secured, finished, and fitted out, and ready for fiber termination.

ii. Fiber Test: Fiber Certification is conducted to document the Fiber Test results submitted to AIA-ITT and fiber route provisioning is scheduled. Fiber route provisioning connects the new SSR to the existing Airport campus.

iii. Room Readiness 2: The level of completion is confirmed by AIA-ITT to ensure Special System Rooms are clean and ready for installation of active network equipment.

iv. Cable Test: Copper Cable Certification is used to document the results of the horizontal voice and data Copper installation from the SSR to the Jack for end device connectivity.

p. The Construction Checklists, Startup / Unit Testing, FPTs, and Integrated System Tests are executed and documented by the Installers and Contractor, as applicable.

q. Issues noted during the Commissioning process shall be documented by the CxP.  When easily corrected, issues are resolved at the time of discovery. The appropriate Contractor shall resolve all other issues at a later time. Issues shall be tracked by issue number, date identified, responsible party, resolution status, and most recent activity date.  The Contractor shall be responsible for reporting, in writing, to the CxP when issues have been resolved so that the CxP can verify resolution.

r. Contractor provides to the CxP and Airport copies of all O&M manuals relevant to the systems commissioned.  The CxP reviews this material for compliance with the Contract Documents and notes and reports all issues for resolution by the responsible party.

s. Stakeholder familiarizations

i. Familiarization training is generic, stakeholder focused, and designed to provide awareness of facility spaces, functions, systems or processes and not its detailed operation.

ii. Contractor and Installers shall provide project familiarization walks for Airport stakeholders during the construction phase per the Airport issued Activation Plan.

iii. The familiarization program shall be structured to develop a basic understanding of the facility design, function, maintenance, and operability prior to the technical operation and maintenance training.

t. The Construction Phase Cx process is complete when all noted issues have been corrected, documented to show compliance with the Contract Documents or otherwise resolved to the satisfaction of the CxP and Airport.

11. Activation Activities

a. Contractor shall develop an overall training plan for operation and maintenance of the systems and equipment. The CxP and/or the Airport shall review the training plan for completeness and provide final approval.

b. Contractor shall be responsible for training coordination and scheduling and ultimately for ensuring that training is completed. The CxC shall coordinate and schedule the training sessions with the Airport Stakeholders. Training shall be scheduled after testing is satisfactorily completed and O&M manuals have been accepted and delivered to the Airport.

c. All training sessions, with only Airport approved exceptions, shall be recorded by the Contractor.

d. Contractor shall submit a manufacturer recommended spare parts and consumables list with a procurement contact to the Airport for all systems and equipment prior to date certified for Substantial Completion.

i. Approval of the individual equipment submittal does not constitute authorization to procure the recommended spare parts.

ii. Spare parts should be supplied in the manufacturer's original packaging and shall be new and unused. A statement shall be included to clearly indicate that the Spare Parts are new and unused.

e. Contractor shall provide preventive maintenance plans for all commissioned systems and equipment.

f. Operational Readiness Trials are a series of stakeholder-focused tests that verify staff readiness to operate systems and processes, including during off-normal conditions. The trials are dependent on having unimpeded access to relevant systems and building areas, required systems to be commissioned, and the users need to have completed associated training. The Contractor and Installers shall support this process by operating equipment (normal operations, irregular operations, emergency operations) as needed and correcting issues as they arise.

g. Activation checklists are developed for each of the identified and classified Level 1, 2 and 3 systems. The CxP and/or Airport leads the checklist development effort with participation from Airport stakeholders, Contractors and Installers. Activation checklists are maintained by the CxP or Airport and used for tracking, reporting, and communicating the status of CAS activities to the Airport stakeholders and for System Acceptance.

h. System Acceptance: Confirmation by the CxP or Airport that all testing criteria have been satisfied and building systems operate and interact as per the project performance criteria

12. Simulation Activities

a. The Simulation Process is used to assess the effectiveness of the facility’s components, operational processes and procedures, and staff awareness and training for small and/or large parts of a facility.

b. Simulation activities shall be performed on all major components that impact public customer service activities as defined by the Airport. The Simulations will range from extensive testing and operation of integrated systems such as passenger processing, baggage handling system, and gate operations, to simple systems such as water fountains and courtesy phones.

c. The Contractor and Installers shall support this process by monitoring construction progress is in alignment with Simulation milestones, identifying scheduling impacts, and taking corrective action to rectify issues that are identified during Simulation exercises.

13. Closeout Phase Commissioning Process

a. Contractor shall perform Closeout Phase Activities per the Contract Closeout Plan.

b. Closeout phase Contractor responsibilities include completion and submission of the Project Closeout Checklist to the Airport for commissioned systems.

c. Upon request, the Contractor is responsible for providing the CxP with copies of all TAB reports, as-built drawings, and O&M manuals relevant to the systems commissioned.  The CxP shall review this material for compliance with the Contract Documents and shall note and report all issues for resolution by the responsible party.

d. Upon completion of all commissioning activities, the CxP shall prepare and submit to the Airport the Final Commissioning Report which details the commissioning process and all commissioning activities that were conducted during the process. The Commissioning Report shall contain final versions of all documents developed during the commissioning process, including the final Commissioning Plan, completed System Readiness Manual, Functional Performance Testing documentation and the final Cx Issues Log.

e. When a project is completed in phases or stages, the Contractor and Installers, under the process outlined in the CxP Plan, shall commission each phase, then recommission systems that are dependent or rely on the previous phase. The CxP shall then update the Commissioning Report to compile the commissioning documents from each phase. Contractor and Installers shall participate at each phase, if the project is delivered in phases.

f. The CxP conducts a warranty review of the facility 10 months into the warranty period. The Contractors shall attend this review. During this review, warranty problems under contract are identified, recorded, and a resolution action is provided for each that is submitted in a Warranty Review Report to the Airport.

### 1.02. SYSTEMS WITHIN THE COMMISSIONING SCOPE OF WORK

A. Systems that require commissioning include but are not limited to the following (Note: these are examples of systems specific to the Airport).  The Level of other systems within the project’s commissioning scope of work are identified in the appropriate technical specifications sections as defined in Section 1.01.B - Related Documents:

1. Level 1:

a. Emergency and earthquake lockers

b. Passenger processing millwork

c. Hydration stations

d. Doors and hardware

e. Toilet fixtures

f. Furniture

g. Wheeled fire extinguishers

2. Level 2:

a. HVAC System

i. Air handling units

ii. Exhaust Fans

iii. Chilled Water System

iv. Condenser Water Systems

v. Heating Hot Water System

vi. Fan Coil Units

vii. Air Terminal Units

viii. Indoor and Outdoor Air Quality Sensors

b. Electrical Systems

i. Normal Power Distribution System

ii. Emergency Power Distribution System

iii. Photovoltaic Panel System

iv. Lighting Control System

v. Smart Glass / Dynamic Glazing

c. Low Voltage (Telecom, date, etc.)

d. Electronic Visual Information Display

e. Fire Suppression

f. Fire Alarm

g. Emergency Responders Radio Coverage

h. Hydrant Fueling System

i. Pump Stations

j. Electric Vehicle Chargers

3. Level 3:

a. Electrical Metering, Monitoring and Control

b. Access Control Systems

c. Exit Lane Breach Control

d. Sterile Corridor Interlock

e. Conveyances

f. Passenger Boarding Bridges

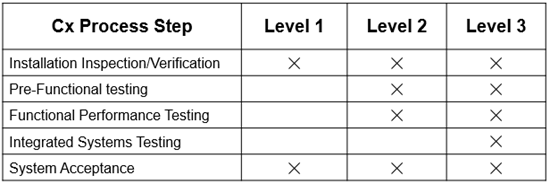
g. Emergency Fuel Shutoff System

h. Building Management System Integration

i. Audio Emergency Notification

j. Passenger Processing Systems

4. The Level assigned to each system shall define the minimum Cx steps to be followed for that system per the following table:



### 1.03. DESCRIPTION OF WORK

A. Contractor is responsible for performing the requirements of the Cx process including those responsibilities assigned to Installers, vendors, manufacturers, or their representatives. The Contractor shall ensure all systems to be commissioned include provisions for compliance with this Document.

B. Under the leadership of the CxP, systems and equipment shall be commissioned in order to achieve the following specific objectives:

1. Verify and document that the Airport systems and equipment are documented in the Design and Construction Documents in accordance with the Airport’s Owner’s Program Requirements.

2. Verify and document that equipment is designed, installed, tested, and operates per the Contract Documents

3. Identify deficient equipment, systems, and installations as early as possible to facilitate timely corrective action minimizing schedule impact. Maintain an issue log and risk register. Track nonconforming work to resolution.

4. Verify and document that equipment and systems receive complete operational checkout.

5. Verify integrated equipment and system performance.

6. Verify and validate that the Airport's operating personnel and Stakeholders are adequately trained on the Operation and Maintenance of equipment and systems.

7. Verify Operations and Maintenance Data for airport systems and equipment is complete and usable.

C. Support of Materials, Equipment and Systems Suppliers: Suppliers of major equipment and systems within the Commissioning Scope of Work (specified elsewhere in this Document 01 91 13.01) shall support the Cx process. Minimum support shall consist of the following:

1. Submit the manufacturer’s installation and start-up checklists and manuals as a part of the initial equipment submittal in accordance with the equipment specifications.

2. Submit the manufacturer’s operating and maintenance manuals as a part of the initial equipment submittal in accordance with the equipment specifications.

3. Assist in developing the final functional test procedures as specified in Document 01 91 13.01, and related sections.

4. Provide authorized start-up technician to perform startup / unit testing as specified in Document 01 91 13.01, and related sections.

### 1.04. ABBREVIATIONS AND DEFINITIONS

A. Abbreviations

1. BMS – Building Management System

2. BECx – Building Envelope Cx

3. BoI – Basis of Implementation

4. CAS – Commissioning, Activation and Simulation

5. Cx – Commissioning

6. CxC – Contractor’s Commissioning Coordinator

7. CxP – Commissioning Provider

8. DDC – Direct Digital Control

9. EMCS – Energy Management and Control System

10. FPT – Functional Performance Test

11. GBCI - Green Business Certification, Inc.

12. HMI - Human-Machine Interface

13. IST – Integrated System Test

14. LEED - Leadership in Energy and Environmental Design

15. MBCx - Monitoring Based Commissioning

16. O&M – Operations and Maintenance

17. QA - Quality Assurance

18. QC - Quality Control

19. SCx - Sustainability Commissioning

20. SEP – Stakeholder Engagement Process

21. SIM – Simulation

22. SOO – Sequence of Operations

23. SRC – System Readiness Checklist

24. SSR – Special Systems Room

B. Acceptance Criteria:  System Acceptance is based on the Contractor’s ability to demonstrate that the systems and their components are installed, operate, and interact in accordance with the commissioning acceptance criteria.

C. Activation: Activation refers to the transitional phase from construction into occupancy intended to ensure site readiness and that Airport stakeholders are fully prepared and equipped to utilize, manage, operate and maintain the facility on opening day and onwards.

D. Activation Checklists: Activation checklists are comprehensive lists of tasks, related to either a system, process or facility, that need to be accomplished to support the opening. Unlike construction or Commissioning checklists, Activation checklists are stakeholder focused and tasks may be grouped by respective SEP or working group.

E. Activation Plan: The project’s Activation Plan is prepared by the Airport and outlines the key steps necessary to ensure a successful opening and ongoing operations. The plan addresses the following areas:

1. Operational Planning

2. Familiarization and Training

3. Operational Readiness Trials

4. Opening Day and Post-Opening Day Support

F. Back-Checking: Back-Checking is the process of verifying that commissioning related issues have been resolved by the responsible party.  The back-checking process takes place once the Contractor has provided written notification that an issue or issues in the Commissioning Issues Log have been resolved, at which time the CxP verifies the resolution of the issue(s).

G. Basis of Implementation (BoI): A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines.  The BoI includes cost models, project schedules, and other information necessary to articulate how the project will be delivered.

H. Commissioning Plan: The Commissioning Plan defines the roles and responsibilities, schedule, allocation of resources, and documentation requirements of the commissioning process. The Commissioning Plan is prepared and maintained by the CxP.

I. Contractor’s Commissioning Coordinator (CxC): The Contractor’s Commissioning Coordinator is responsible for managing the commissioning work specified in this Contract and in the Contract Documents.  While the CxP leads the overall commissioning process, the CxC manages the Installers in their day-to-day performance of the specified commissioning work.

J. Commissioning Provider (CxP): The Commissioning Provider is an individual or a team designated by the Airport, responsible for the development and execution of the Cx Plan.

K. Commissioning Issues Log: This document, which shall be maintained by the CxP, includes descriptions of all issues discovered through the commissioning process.

L. Commissioning Team:  The commissioning process is performed by the Cx Team, which consists of the Airport, System Integrator, CxP, Contractors and Installers.

M. Construction Checklists: These checklists are provided by the Contractor, Installer, Vendor and / or System Integrator and include equipment installation and start-up items specified to be performed and verified by the Contractor.

N. Contract Documents:  As defined elsewhere in Division 00 General Conditions Document.

O. Contractor: The entity directly contracted to the Airport with overall responsibility for the project and all commissioning activities described herein.  The Contractor is responsible for all work within their contract scope, including that of the Design-Build team.

P. Contractors: The team that includes the Contractor and Installers who are responsible for the construction, and oftentimes the design, of the project per the contract documents.

Q. Functional Performance Testing (FPT): Functional Performance Tests include the testing of the system in likely conditions the equipment or system experience, and verification that all the required functionality specified in the contract documents is provided.

R. Installation Verification Process: This process includes the on-site review of Level 1, 2 and 3 system components for conformance to the Contract Documents.

S. Installers: The architects, engineers (including Architect- and Engineer(s)-of-Record), Consultants, and trade Installers contracted with, or a sub-tier to, the Contractor who are responsible for specific elements of the design and / or construction of the project.

T. Integrated System Testing (IST): IST verifies the integration of equipment, controls, functions, and systems into combined system operation. Integrated Systems Tests follow Functional Performance Tests. This phase confirms that all Systems interact properly, and that the system will meet the project performance criteria when exposed to failures at the utility service, component or system level.

U. Monitoring Based Commissioning: MBCx is an element of SCx that requires developing procedures and identifying measurement points to evaluate equipment and building performance, specifically related to energy and water consuming systems.

V. Owner’s Representative: This individual, typically the Airport’s Project Manager, has contractual authority to make decisions and to authorize change orders on the project in an effort to protect the best interests of the Airport.

W. Simulation: Simulation is typically a one-day event where a representative sample of volunteers act as real-life passengers, facility users, operators, and service providers and exercise systems and operational processes as they would in a real-world environment. Unlike trials, the Simulation focuses on the facility operation as a whole rather than individual processes. This practice is used to assess the effectiveness of the facility’s systems, staff awareness, operation processes and procedures before opening.

X. Stakeholder Engagement Process (SEP): The SEP Group Leaders review, direct, and approve commissioning related tasks and major Cx deliverables. The SEP Group Leaders shall attend meetings, training and witness testing as required to assist with the commissioning process.

Y. Start-up and Test Forms: Part of the pre-functional testing process, these forms are based primarily on the manufacturer’s detailed installation, start-up checklists, and include the various checks and tests performed on a piece of equipment or system just before or after preparing the equipment and system for initial operation. They are typically performed to confirm that equipment and individual components are working per the construction documents.

Z. System Integrator: The System Integrator is part of the Contractor’s team and is responsible for ensuring the various integrated systems are designed, constructed, and tested per the Construction Documents.

AA. System Readiness Checklists:  These checklists are provided by the CxP to be compiled and completed by the Contractor to document that the equipment has been installed in accordance with the project requirements and is ready for functional performance testing.

BB. System Readiness Plan:  This document is compiled by the Contractor and Installers and includes, for each system within the commissioning scope of work, the Systems Readiness Checklists provided by the CxP, Construction Checklists, Start-up forms and Test Forms.

CC. System Readiness Manual: This document includes, for each system within the commissioning scope of work, completed and signed versions of each form submitted in the Contractor’s System Readiness Plan.

DD. Temporary Certificate of Occupancy (TCO): A Temporary Certificate of Occupancy may be issued by the authority having jurisdiction for discrete sections of the facility under construction that are deemed sufficiently complete for temporary occupancy prior to the issuance of the Certification of Occupancy.

EE. Vendor: A supplier of equipment that is acquired and installed by the Contractors. A vendor, typically a manufacturer or a manufacturer’s representative, may be involved in the Cx process especially if the equipment is integral to a complex system.

FF. Warranty Issues:  Operational and outstanding issues and deficiencies identified during the Warranty Period.

GG. Warranty Period:  Warranty Period for the entire project, including components. Refer to warranty information as specified elsewhere in the Contract Documents.

### 1.05. COMMISSIONING TEAM

A. Members from Contractor:

1. Individuals having the authority to act on behalf of the Contractor’s entity explicitly organized to implement the commissioning process through coordinated action.

2. Commissioning Coordinator

B. Members from the Airport:

1. Airport PM and / or Airport Representative

2. Commissioning Provider (to be determined by the Airport)

3. Airport Stakeholder(s) including users, operations and maintenance personnel as appropriate for the systems to be commissioned.

### 1.06. AIRPORT RESPONSIBILITIES

A. Assign appropriate Airport personnel and schedule them to participate in Cx team activities.

B. Support the CxP teams in developing and implementing the Cx processes.

C. Provide Activation Checklists for the project.

### 1.07. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall assign representatives with expertise and authority to act on its behalf to participate in and perform commissioning process activities including, but not limited to, the following:

1. Evaluate performance deficiencies and non-conforming work identified in test reports and recommend corrective action.

2. Cooperate with the CxP for resolution of issues.

3. Integrate and coordinate systems commissioning process activities with the construction schedule.

4. Attend Cx meetings

5. Review and accept Activation Checklists provided by the Airport.

6. Develop and submit System Readiness Plan and System Readiness Manual

7. Develop and submit an overall Training Plan and relevant training documentation.

8. Complete the Verification Request form per the Cx Plan.

9. Review and accept commissioning process test procedures provided by the CxP.

10. Complete commissioning process test procedures.

B. With input from the Airport and CxP, incorporate Commissioning, Activation and Simulation activities into the project schedule.

### 1.08. CxP RESPONSIBILITIES

A. Under the direction of the Airport, organize and lead the Cx process and Cx meetings.

B. Develop the Cx Plan that identifies Level 1, 2, and 3 Cx items, building elements, and systems required to be installed to proceed with facility Activation and Simulation activities.

C. Prepare Functional Performance and Integrated System Tests, except where tests are developed by System Integrator or Installer as defined in the Cx Plan.

D. Prepare and maintain the Cx Issues Log.

E. Witness system startup and testing.

F. Compile test data, inspection reports, and certificates submitted by Contractor or Installer; include them in the Cx Report.

### 2. PART 2. PRODUCTS

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### 2.01. SYSTEM READINESS PLAN

A. Contractor shall provide the following sample forms as part of the System Readiness Plan:

1. Construction Checklists

2. Systems Readiness Checklists (provided by CxP)

3. Equipment startup Procedures and Forms

4. Test instrumentation list and calibration reports

5. TAB plan

6. Point-to-point checkout form

### 2.02. SYSTEM READINESS MANUAL

A. Once the System Readiness Plan is approved, it becomes the System Readiness Manual. Contractor then completes and signs the forms throughout the construction process and submits to the CxP for approval prior to Installation Verification and Functional Performance Testing.

### 2.03. TEST FORMS

A. Contractor shall review and perform tests as defined in the Functional Performance Test and Integrated System Test forms.

### 2.04. ACTIVATION CHECKLISTS

A. The Airport shall develop Activation checklists with participation from Airport stakeholders, Contractor and Installers based on actual submittal data and project specifications. The Airport maintains the Activation checklists and tracks to completion.

### 2.05. PREVENTATIVE MAINTENANCE PLANS

A. Contractor shall provide preventive maintenance plans for all commissioned systems and equipment. Include manufacturer’s written recommendations and the following as applicable:

1. Product name and model number

2. Manufacturer’s name

3. Reordering information for specially manufactured products

4. Product test and inspection procedures including service, calibration, and lubrication requirements

5. Schedule for routine maintenance. Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies

6. Manufacturer forms for recording maintenance

### 2.06. TRAINING VIDEOS

A. The Contractor shall engage a professional videographer to digitally record video and audio of each training session, including:

1. Close ups to clearly show complete functions of the systems

2. Sound quality shall be clear and understandable. If any parts are not understandable, edit with voiceover or captions.

3. If any portion of the recording is deemed inaudible or of poor video quality by the Airport, training shall be recorded again.

4. Each training recording shall include introductory slide(s) with the following information:

5. Each training recording shall include an introductory slide(s) with the following information:

a. Project name and number

b. Date of digital video recording

c. System, subsystem, and equipment descriptions

d. Name of instructor and company

e. General contractor name

f. Topical outline of training

6. The Airport shall have the right to use these video recordings for future Airport-conducted training courses.

### 2.07. TRAINING PLAN

A. The Contractor shall provide an overall Training Plan including the following elements:

1. Equipment included in training

2. Intended audience

3. Proposed location of training

4. Training objectives for each session

5. Topical outline of all subjects to be covered in each training session

6. Expected length of time for each training session

7. Qualifications of the proposed training presenters

8. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)

B. Each Contractor is responsible for providing a topical outline of all subjects to be covered in the training session(s), the expected length of time for the training session(s), and a brief resume listing the qualifications of the proposed training presenters.

### 2.08. RECOMMENDED SPARE PARTS LIST

A. Contractor shall submit manufacturer recommended spare parts and consumables lists with a procurement contact for all commissioned systems and equipment.

### 3. PART 3. EXECUTION

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### 3.01. COMMISSIONING MEETINGS

A. The CxP shall conduct a commissioning kick-off meeting.  All team members involved in the Cx process shall attend the kick-off meeting.

B. Other meetings shall be required for coordination and prompt resolution of commissioning issues.  The CxC coordinates these meetings and the CxP chairs and provides meeting minutes. All members of the Commissioning Team shall attend these meetings.

### 3.02. CX ISSUES LOG

A. Issues identified during the Cx process, including the review of construction documents, submitted checklists, start-up / unit testing, functional testing and integrated testing, shall be logged and tracked in the Cx Issues Log by the CxP.

B. Non-conforming work discovered during construction that pertain to Contractors’ construction documents shall be transferred to the Contractors’ Engineer(s)-of-Record for tracking through resolution.  When the Contractors’ Engineer(s)-of-Record reports the issue resolved, the CxP shall classify the issue as Resolved, without back-checking.

C. When a commissioning issue is resolved, the Contractor shall submit an updated list with a written response describing when and how the issue is resolved.  The CxP or an appropriate member of the design team shall then back-check the resolution of said issue.

### 3.03. PREFUNCTIONAL TESTING / SYSTEM READINESS DOCUMENTATION

A. Contractor's Start-up and Unit Testing Activities:

1. The Contractor shall perform work and complete the forms per the approved System Readiness Plan.

2. The CxC coordinates with the Installers to verify and document that:

a. The Installers correct issues as they are discovered.

b. Equipment is accessible for maintenance, operation and testing.

c. All necessary instrumentation and control devices are provided, and sensors are properly located.

3. The Contractor shall submit the completed System Readiness Manual prior to Functional Performance Testing.  When it is necessary to begin functional testing on a system(s) before the readiness of other systems can be documented, it may be acceptable to provide preliminary submittals of the System Readiness Manual for which checklists and forms have been completed only for the system(s) that are ready for testing.

B. CxP Coordination

1. The CxP shall receive a minimum of five (5) working days advance notice for any activity to be witnessed and the CxC shall coordinate with the Contractors and suppliers accordingly.

2. The CxP's involvement pertaining to these activities shall consist of the following:

a. Review and approve the Contractor's System Readiness Plan.

b. For start-up of major equipment:

i. The CxP shall review the Contractor’s start-up and test plan.

ii. The start-up tech shall demonstrate to the CxP any acceptance criteria tests as required.

iii. Start-up reports shall be submitted to the CxP as part of the Systems Readiness Manual.

C. The CxP shall review all completed Construction Checklists, start-up forms and supporting documentation from installation and start-up activities provided in the System Readiness Manual.

D. Approval of completed System Readiness Manual including signed Systems Readiness Checklists are required prior to Functional Performance Testing of equipment and systems.

### 3.04. FUNCTIONAL PERFORMANCE TESTING

A. Functional Performance Testing of commissioned systems shall begin after all critical issues discovered during the verification process have been corrected.

B. Functional Performance Testing is performed by the Contractors and System Integrator and witnessed by the CxP and Airport (optional).

C. The procedure for developing and performing the FPTs shall be as follows:

1. The Contractor shall provide the equipment and commissioning submittals as specified in the Contract Documents.

2. The CxP shall draft the FPT procedures based on the Contractor’s submittals as approved by the Design Team. The draft procedures shall be submitted to the Cx Team for review.

3. Each FPT participant shall provide written comments on the associated FPT procedures regarding each of the following issues:

a. Verify that the procedures can be performed without compromising the safety of the participants.

b. Verify that the procedures can be performed without compromising the warranties of equipment, components and systems.

c. Verify that the procedures are appropriate for the equipment, components and systems as provided.

4. The CxP shall complete the working drafts of the FPT procedures.

5. Installers and suppliers shall provide the personnel, expertise and test equipment to operate and maintain the systems during testing.

6. The Contractors shall test all systems within the commissioning scope of work until the acceptable results specified in the FPT procedure are verified and documented.

7. The Contractor and Installers shall submit documentation that verifies that the acceptable results specified in the FPT procedures have been met. Acceptable documentation consists of completed FPT record forms which document acceptable FPT results.

8. After the CxP has accepted the Contractor’s documentation of acceptable results, the FPT shall be conducted and demonstrated to the CxP. If acceptable results are not demonstrated for an FPT, the Contractor shall resolve the issue(s) and the demonstration shall be repeated.

9. The Contractor shall verify and document acceptable FPT results for all equipment components and systems identified in the Systems Readiness Plan. The FPTs may be demonstrated for a sample of the systems that comply with all of the following criteria. This process is referred to in this document as “demonstration sampling.”

a. There shall be many of the systems with similar components that have identical sequences of operation which are implemented using identical control software programming.

b. The components and systems to be included in the Demonstration Samples shall be chosen by the CxP at the time of demonstration.

c. The sample size shall be in accordance with the Functional Performance Test (FPT) Demonstration Sampling Tables in Documents 22 08 00, 23 08 00, and 26 00 00.

d. Acceptable results must be demonstrated for the entire sample.  If the FPT results are not acceptable due to a lack of preparation or coordination by the Contractor for any system or component sampled, the FPT shall be demonstrated for all of the systems and components for which it was written.  Whenever the demonstrated results are not acceptable, the Contractor and Installers shall make corrections and the FPT shall be demonstrated again.

10. The CxC is responsible for scheduling and coordinating the Contractor’s functional performance testing activities.

D. Where the CxP requires analytical analysis (trending), the CxP shall provide a points list within the FPT form that may include both hardware (input/output) and software (virtual) points and appropriate trending intervals.

1. The Contractor and Installers shall provide trend data to the CxP in electronic format.

2. The CxP shall analyze and review the trend data and associated system performance. Anomalies shall be documented in the Cx Issues Log.

### 3.05. INTEGRATED SYSTEM TESTING

A. Integrated Systems Tests (ISTs) follow Functional Performance Tests.

B. ISTs are performed by the Contractor or System Integrator and witnessed by the CxP and Airport (optional). Airport stakeholder requirements are included in the test scripts; and Airport stakeholder witnessing and approval may be required for acceptance.

C. The System Integrator shall coordinate Integrated Sequence of Operations review meetings for the ISTs with the Airport, CxP, Contractors, and Engineer(s)-of-Record to review the proposed sequences of operation for feasibility, energy efficiency, and maintainability. The System Integrator shall document any required changes to the controls’ sequences in the Cx Issues Log. The Contractors shall provide an updated Controls Logic submittal reflecting the agreed-upon controls’ sequences.

D. The Contractor’s System Integrator, with support from the related Installers and primary system Vendors and input from the Airport shall develop integrated system test plans for review. The procedure for developing and IST plan shall be as follows:



1. Establish a working group made up of a cross functional team that participates in the development of the IST plans for the project. The working group may consist of the System Integrator, equipment vendors(s), Engineer(s) of Record, Designer(s), Contractor(s), CxP, Airport representatives and Airport stakeholders.

2. The Airport stakeholders involved in the IST shall be consulted to ensure their operational and system needs are understood. Operational and system level requirements focus on how the users, operators, and maintainers will interact with the system, including interfaces and interoperability with other systems.

3. The IST Plan shall consist of an IST overview, interface diagram, integrated sequence of operations (SOO), integrated system test script, and location diagram.

a. IST overview: information consolidated to display key information such as SEP Group classification, primary stakeholder groups, system dependencies, and points of contact for the working group.

b. Interface diagram: a graphical representation that describes the relationships and connections between end devices, systems, and stakeholder functions. It provides a high-level description of how a system will be used from the viewpoints of its various stakeholders and a conceptual view of the system.

c. Integrated SOO: the consolidated SOO for the combined system operation that combines the discrete SOOs into one master SOO.

d. IST script: a step-by-step narrative of how the IST shall be executed and also delineates the IST acceptance criteria.

e. Location diagram: a drawing highlighting the physical location of critical system components that would otherwise be found in multiple drawing sets.

4. The IST Plan shall be presented to the Airport for review and approval. Revisions from the working group review sessions shall be recorded and signed off by the CxP and Airport. The final IST Plan is presented to the working group and approval shall be recorded.

E. The System Integrator is responsible for scheduling and coordinating the Contractor’s IST activities. The CxP and Airport (optional) witnesses to verify and document that:

1. The equipment, systems, and sub-systems function and perform to meet specifications and manufacturer’s requirements.

2. All building systems (e.g. electrical, mechanical, controls, and monitoring) interact properly with the system, and that the system will meet the project performance criteria when exposed to failures at the utility service, component or at system level.

F. Installers and suppliers shall provide the personnel, expertise and test equipment to operate and maintain the systems during testing.

G. The Contractors shall conduct and demonstrate ISTs for all Level 3 systems within the commissioning scope of work to the System Integrator, CxP and Stakeholder witnesses (if attending), using the IST procedures until the acceptable results specified in the IST procedure are verified and documented.

H. In addition to conducting the Integrated Systems Tests, Contractor’s team shall be required to complete all start-up and testing procedures as specified elsewhere in the Contract Documents.

### 3.06. DEFICIENCIES AND COMMISSIONING ISSUES CORRECTION

A. All deficiencies and commissioning issues noted during Start-Up/Unit Testing, Functional Performance Testing, and Integrated System Testing shall be documented on the inspection and test forms in use and shall additionally be documented by the CxP on the Commissioning Issues Log.

B. Issues entered into the Commissioning Issues Log shall be resolved by the Contractor in a timely manner.  The Contractor shall submit a brief written statement of when and how each issue has been resolved. Commissioning coordination meetings shall include a review of the Issues Log.

C. The CxP shall record completion on the Commissioning Issues Log and verify issue resolution or Owner acceptance.

D. When there is a dispute regarding a Commissioning Issue, whether it is a question of validity or responsibility, additional parties may be brought into the discussion as appropriate. The CxP shall have the final interpretive authority and the Airport will have the final approval authority.

E. The CxP may recommend solutions to deficiencies and commissioning issues.  However, the burden of responsibility to solve, correct and perform required re-tests is with the Contractor, installation Installers and the Design Professional(s).

F. Re-testing:

1. For all Commissioning Issues identified during Integrated System Testing, re-testing is required to verify the resolution of the issue and to complete the IST.

2. A minimum notice of 48 hours is requested for scheduling any re-testing, though the CxP shall work to accommodate a shorter timeframe if feasible.

3. Any required re-testing shall not be considered a justified reason for a claim of delay or for a time extension.

### 3.07. PERFORMANCE PERIOD

A. Functional Performance Testing shall include a performance period test plan which includes measured variables and success criteria based on performance characteristics described in the Contract Documents.  The CxP shall provide the Controls System Contractor with a list of required trend log definitions to be implemented as a basis for reviewing performance during this period.

B. The Contractor shall review the performance period test plan and set up the trend log definitions defined by the CxP.  The trend data shall then be provided by the Contractor in a format designated by the CxP.

C. The performance period shall be as specified in the FPTs.  If failures are encountered, the performance period shall be aborted.  After corrections are made, the performance period shall be re-started at day one.

### 3.08. ACTIVATION

A. Contractors shall support the Activation process which consists primarily of training and trials. Contractors shall provide training as documented in the approved training plan and demonstrate a sampling of the Functional Performance Tests as part of the trials process.

B. Training on operation and maintenance of related systems and equipment shall only be scheduled to commence after functional testing is satisfactorily completed, O&M manuals have been delivered and approved. The CxC is responsible for developing the training plan with input from the Contractors and directing any efforts to record the training sessions by video or other means. The CxC is responsible for coordinating and scheduling training with the Airport and obtaining approval on the Training Plan.

C. Contractor shall participate in Airport-led operational readiness assessments to evaluate construction readiness, completion of all FPTs, ISTs, familiarizations, training, and Cx issues log in preparation of opening day.

D. Upon request, the Contractor shall provide on-call support staff during the initial 72 hours of facility operation to assist with critical issue response such as unexpected power outages, system malfunctions, or major equipment failures.

### 3.09. SIMULATION

A. The Contractor and Installers support the Simulation process by monitoring construction progress is in alignment with Simulation milestones, identifying scheduling impacts, and taking corrective action to rectify issues that are identified during Simulation exercises.

### 3.10. CLOSEOUT PHASE

A. Equipment and systems will not be accepted by the Airport until all commissioning activities are complete, the performance period standards have been met and the project closeout requirements have been satisfied.

B. Upon request, the Contractor is responsible for providing the CxP with copies of all balancing reports, as-built drawings and O&M manuals relevant to the systems commissioned.  The CxP shall review this material for compliance with the Contract Documents and shall note and report all issues for resolution by the responsible party.

C. Upon completion of all commissioning activities, the CxP shall prepare and submit to the Airport the Final Commissioning Report which details the commissioning process and all completed commissioning activities and recommends acceptance to the Airport.  The CxC shall support this effort by coordinating the Contractor provided documentation.

### 3.11. POST OCCUPANCY

A. N/A

**END OF DOCUMENT**