

City of Manchester - Department of Aviation

Manchester - Boston Regional Airport

**ELEVATORS & ESCALATORS MAINTENANCE AND
REPLACEMENT PROJECT**

MHT / CITY BID # FY20-805-70

FAA AIP No. 3-33-0011-TBD-2020

PROJECT DOCUMENTS



**BID SET
April 2020**

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ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT PROJECT

MHT / CITY BID # FY20-805-70

FAA AIP No. 3-33-0011-TBD-2020

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REPLACEMENT PROJECT**

MHT / CITY BID # FY20-805-70

FAA AIP No. 3-33-0011-TBD-2020

BID PROPOSAL AND CONTRACT



VOLUME I of III

**BID SET
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BID PROPOSAL AND CONTRACT

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SECTION 00030

LEGAL NOTICE

CITY OF MANCHESTER DEPARTMENT OF AVIATION REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids are sought and requested for performance of a contract, according to specifications, by the City of Manchester, Department of Aviation, Manchester • Boston Regional Airport (AIRPORT) for the following:

MANCHESTER • BOSTON REGIONAL AIRPORT
ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT PROJECT
MHT / City Bid # FY20-805-70
AIP # 3-33-0011-TBD-2020

The project scope of work includes the Design-Build replacement of one (1) existing hydraulic freight elevator and two (2) existing transportation grade escalators in the Airport Terminal and the concurrent performance of a five-year term full-coverage preventative & scheduled maintenance and service contract for all of the escalators, elevators, and powered moving walkways equipment at the AIRPORT. The current inventory of vertical transportation equipment (VTE) at the AIRPORT consists of six (6) hydraulic elevators, three (3) traction elevators, nine (9) escalators, and four (4) moving walkways.

Bid Documents will be available to be viewed and downloaded on **April 30, 2020**, at no cost, in Portable Document Format (.PDF) at the Manchester-Boston Regional Airport website link located at **<https://www.flymanchester.com/doing-business-with-mht/airport-projects/>**.

A **Mandatory Pre-Bid Meeting and Site Tour** will be held at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH on **Tuesday, May 5, 2020 at 2:00 pm**. Prospective bidders shall RSVP not less 24 hours prior to the meeting through Ms. Kathy Tarbox at the Airport Administration Office who can be reached at (603) 628-6211 or by email at ktarbox@flymanchester.com.

Bids will be received until and publicly opened and read aloud on **June 2, 2020 at 3:00 pm** at the Airport Administration Office on the third floor of the Airport Terminal located at One Airport Road, Manchester, New Hampshire. The contract will be awarded to lowest responsive and responsible bidder. The AIRPORT intends to issue a notice-to-proceed within 30 days of the bid opening contingent upon available funding, qualified bids, receipt of insurance certificates and receipt of bonds.

Each bidder must deposit with his/her bid, security in the amount of 5% of the total base bid. A 100% performance and payment bond will be required with the execution of the contract.

The AIRPORT reserves the right to waive any informality in the bidding or to reject any or all bids.

In this bid process and the resulting Contract, if executed, all Bidders and Contractors must fully comply with the Required Contract Provisions for Airport Improvement Program (AIP) and for Obligated Sponsors contained within the Contract Documents for the Design-Build elevator and escalator replacement work. The 5-year maintenance and service contract work is not subject to the Federal AIP contract requirements. The AIP Contract Provisions include, but are not restricted to, Disadvantaged Business Enterprise (DBE) Subcontractor participation, Equal Employment Opportunity requirements, and compliance with Federal Wage and Hour requirements (Davis-Bacon Act). All requirements of the Federal funding and, as well as all administrative regulations shall apply to the Design-Build elevator and escalator replacement work in this project, as if herein written out in full. The attention of prospective bidders is called to the fact that this project is to be bid upon, and contract executed, under the Federal Funding Rules and Regulations for carrying out the provisions of:

- Civil Rights General Provisions (Title 49 United States Code, § 47123)
- Title VI Provisions of the Civil Rights Act of 1964, as amended and supplemented,
- Buy American Preferences (Title 49 United States Code, §50101)
- Foreign Trade Restriction: Denial of Public Works Contracts on Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (DOT Regulation 49 CFR Part 30)
- Davis-Bacon Act (DOL Regulation 29 CFR Part 5)
- Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended, and DOL Regulation 41 CFR Part 60)
- Government Debarment and Suspension and Government-wide Requirements for Drug-free Workplace (2 CFR Part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract for the design-build elevator and escalator replacement work included in the Base Bid. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 3.7% has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract 3.7% of the dollar value of the prime contract Base Bid amount to Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26.

Manchester-Boston Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this

advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. It is the policy of the Manchester-Boston Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All disadvantaged business enterprise firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this section.

All bidders will be required to execute a sworn Non-Collusion Affidavit statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

All Bid-related inquiries shall be submitted in writing and received before May 26, 2020, 3:00 pm, to John G. Goudreault, P.E., Senior Project Manager at AECOM, via email to John.Goudreault@aecom.com or mail/FedEx to 1155 Elm Street, Suite 401, Manchester, NH 03101

END OF SECTION 00030

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.1 RECEIPT AND OPENING BIDS

The City of Manchester, Department of Aviation, Manchester, New Hampshire (herein called the Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Manchester-Boston Regional Airport (AIRPORT) Administration Office at One Airport Road, Suite 300 (3rd floor) Manchester, NH 03101 until **3:00 pm on June 2, 2020** and then at said office will be publicly opened and read aloud.

The envelopes containing the bid must be sealed, addressed and designated as:

Bid for:
Manchester•Boston Regional Airport
Elevators & Escalators Maintenance And Replacement Project
FY20-805-70
AIP # 3-33-0011-TBD-2020

The Owner may consider irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

1.2 DESCRIPTION OF WORK

In general, the work shall include:

The project scope of work includes the Design-Build replacement of one (1) existing hydraulic freight elevator and two (2) existing transportation grade escalators in the Airport Terminal and the concurrent performance of a five-year term full-coverage preventative & scheduled maintenance and service contract for all of the escalators, elevators, and powered moving walkways equipment at the AIRPORT. The current inventory of vertical transportation equipment (VTE) at the AIRPORT consists of six (6) hydraulic elevators, three (3) traction elevators, nine (9) escalators, and four (4) moving walkways.

Design-Build Elevator & Escalators Replacement Work (Base Bid):

- a) Elevator – The Base Bid elevator work component includes all work necessary for the Design-Build (D-B) replacement of several assemblies and components of one (1) freight elevator (#NHE3285) in the Airport Terminal Building including but not limited to the following summary work items (refer to Technical Specifications for full detailed scope of work):
- Replace the Elevator Cab.
 - Car Guide Rails - Existing - Inspect / Rehabilitate (clean, repair, adjust, etc.).
 - Replace Car Roller Guide Shoes.
 - Replace Elevator Controller, Elevator Fixtures and Wiring

- Replace Hydraulic Fluid
- Replace Elevator Stopping Devices / Switches.
- Replace Hoistway Doors, Tracks, Hangers, Interlocks
- Replace Cab Door Operators, Doors, Tracks, Hangers, and Clutches.
- Replace Hoistway Toe Guards.
- Repair Concrete and Sill at Hoistway on Level-1.
- Hydraulic Jack – Existing - Inspect / Rehabilitate (clean, replace packings, adjust, etc.).
- Spring Buffers – Existing - Inspect / Rehabilitate (Clean, adjust, etc.)
- Install Pit Sump and Pump.
- Additional Items and Ancillary Work as described in the Technical Specifications and as may be otherwise/also required for full Code Compliance of the elevator and related appurtenances.
- Architectural finishes disturbed by the construction work shall be repaired/replaced to match the existing conditions subject to approval and acceptance by the Owner. If the architectural finishes disturbed by the work cannot be matched in kind and color, then replacement of the finishes shall extend to limits where the architectural finishes change type/color or as approved by the Owner.

b) Escalators - The Base Bid escalators work component includes all work necessary for the Design-Build equipment replacement / modernization of the two (2) main escalators (#NHE3255 and #NHE3256) in the lobby of Airport Terminal Building consisting of the following (refer to Technical Specifications for full detailed scope of work):

- Design, specification, and procurement, of the replacement escalators equipment and all required temporary and permanent installation work including preliminary and final design submittals and equipment/product submittals to the Owner for approval.
- Complete investigation and verification of existing conditions (prior to design and procurement) including dimensions and configurations of the existing escalators equipment, mechanical/electrical appurtenances, and building structure and architectural finishes.
- Design and provide temporary barricades & dust shielding around the work areas to protect the work and the general public from hazards and nuisance dust.
- Design and perform all necessary building structural and building MEP systems modifications and upgrades as required for the escalator equipment installation and current code compliance.
- Procurement, delivery, and installation of Escalator equipment. Significantly disruptive construction activities such as handling and rigging of escalator assemblies in the terminal lobby will be required to be performed during off-peak/night hours unless approved otherwise by the Airport. The installation of the escalators shall be phased as noted in the Technical Specifications to allow one (up) escalator to be in services at all times from the lower lobby to the upper lobby.
- Architectural finishes disturbed by the construction work shall be repaired/replaced to match the existing conditions subject to approval and acceptance by the Owner. If the architectural finishes disturbed by the work cannot be matched in kind and color, then replacement of the finishes shall extend to limits where the architectural finishes change type/color or as approved by the Owner.

Maintenance and Repair Services – Five Year Term Performance Contract (Additive Alternate):

This work includes the concurrent performance of a five-year term full-coverage preventative & scheduled maintenance and service contract for all of the escalators, elevators, and powered moving walkways equipment at the Airport, including but not limited to the following (refer to Technical Specifications for full detailed scope of work):

- Regularly Scheduled Preventative Maintenance
- Service Callback Response (operations issues)
- Emergency Callback Service Response (entrapments and stalled equipment operations)
- Furnish and Install Maintenance Replacement Components / Assemblies / Parts / Lubricants
- Major Repairs - Parts & Service (as described in the Technical Specifications)
- Maintain Service Records/Logs/Checklists and Provide Copies to Owner
- Annual State Safety & Certification Inspections/Testing and Procure Certificates

Note:

For the two new escalators (#NHE3255 and #NHE3256) and all new freight elevator components (#NHE3285) to be provided under the Base Bid, the first 12 months of the manufacturer's recommended scheduled preventative maintenance, adjustments / lubrication, maintenance records documentation, etc., are to be included in the Design-Builder's Base Bid Price in addition to all equipment malfunction service calls including warranty repairs that may be required. This period shall begin from the date of Owner's final Acceptance of the work for each piece of equipment.

All areas of the airport disturbed by the Contractor's operations not within the construction limits as set forth by the Owner shall be restored at least equal to original condition at no cost to the Owner.

Attention shall be directed to the Contract Documents Technical Specifications for specific information of the work to be performed.

1.3 ISSUANCE OF PROPOSAL (BID FORM) DOCUMENTS

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

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

1.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

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

Each bidder is solely responsible for all assumptions, deductions, or conclusions which he/she may make or obtain from his/her examination of the site, plans, and other records and tests that are furnished by the Owner.

An optional initial site familiarization tour of all twenty-two (22) VTE locations (as shown on Figures 1, 2, and 3, in the Technical Specifications Appendix) will be performed immediately following the Pre-Bid Meeting for those choosing to attend in person rather than connecting to the virtual Pre-Bid Meeting link. The web-based meeting link will be issued to the Bidders whom contact the Airport with notice of intent to attend the Pre-Bid Meeting as described in Section 00130 Pre-Bid Conference. Bidders may take note of the existing conditions to the extent possible at that time. Four (4) of the VTE locations will require TSA security screening and escort by Airport personnel for access.

Most of the Airport's elevators, escalators, and moving walkways are located in publicly accessible areas and can be re-visited by the Bidders as necessary for bidding purposes. The Airport requests that Bidders who choose to perform additional public area visits do so during regular business hours and provide notification with day and approximate time intentions to the Airport by email at least 24 hours in advance.

In Addition to the Pre-Bid Meeting site tour, those Bidders who successfully become prequalified by the Airport (through the submittal process defined in the Bid Documents) shall attend a Mandatory Detailed Observation of the VTE equipment locations on Tuesday, May 19, 2020 from 8:00 am to 4:00 pm. The VTE Detailed Observation meeting will begin at 8:00 am at the Airport Administration offices on the 3rd floor of the Airport Terminal. Each Bidder will be allowed to send up to two (2) representatives to the VTE Detailed Observation meeting. During the observation visit, the equipment will be shutdown and the Bidders will be provided the opportunity to view inside the equipment pits, hoistways, and machine rooms. The Bidders shall observe and note all existing conditions therein as may be required to prepare a complete and compressive Bid for all work required for the Base Bid and the Additive Alternate scopes of work.

1.5 PREPARATION OF PROPOSAL

The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item. The bidder shall state the price (written in ink or typed) both in words and numerals for which he/she proposes to do the work. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

The following Documents must be submitted by a bidder as part of the Bid Proposal:

- a. Proposal (Bid) Documents (Section 00300)
- b. Bid Security Forms (00310)
- c. Certificates of Compliance (00320-AIP)
- d. Cover Letter and Technical Description of the Design-Builder's proposed Elevator and Escalator Equipment Replacement including design approach, mechanical / structural / architectural / electrical construction considerations, temporary work anticipated, planned configuration of barricades and noise / dust control measures, equipment staging & rigging / work locations access, potential opportunities to advance the overall project schedule milestones, and general escalator manufacturer(s) information and proposed product data including model designation types/numbers where applicable.

1.6 IRREGULAR PROPOSALS (BID)

Proposals shall be considered irregular for the following reasons:

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

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

1.7 PROPOSAL GUARANTY BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond included in the Contract Documents, duly executed by the bidder as principal and having as Surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such check, or collateral, shall be made payable to the Owner. The bid bond shall be executed or countersigned for the Surety by a person who has current power of attorney for the Surety.

The bid security will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if no award has been made within 100 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

1.8 DELIVERY OF PROPOSAL

Each proposal submitted shall be placed in a sealed envelope plainly marked with the project name, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement on or before the time specified for opening all bids. Proposals received after the bid opening time will be returned to the bidder unopened.

1.9 WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. All requirements applicable to the original proposal apply to any revised proposals.

1.10 PUBLIC OPENING OF PROPOSALS

Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids will be returned to the bidder unopened.

1.11 CONSIDERATION OF PROPOSALS

After the proposals are publicly opened and read, they will be compared on the basis of the Bid Summary. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in subsection 6 of Section 00100, titled **IRREGULAR PROPOSALS**.
- b. If the bidder is disqualified for any of the reasons specified in subsection 12 of Section 00100, titled **DISQUALIFICATION OF BIDDERS**.
- c. All bids may be rejected if the lowest responsive bid received exceeds the Owner's budget estimate.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable State and Local laws or regulations pertaining to the letting of construction contracts, advertise for new proposals, or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

1.12 DISQUALIFICATION OF BIDDERS

A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until such participating bidder has been reinstated by the Owner as a pre-qualified bidder.
- c. If the bidder is considered to be in “default” for any reason specified in subsection 3 of Section 00100, titled ISSUANCE OF PROPOSAL FORMS.
- d. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.
- e. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- f. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- g. If the proposal is considered irregular in accordance with subsection 6 of Section 00100, titled IRREGULAR PROPOSALS.
- h. Surety fails necessary solvency test or is shown not to have sufficient financial resources to sustain bonds.

1.13 AWARD OF CONTRACT

The award of a contract, if it is to be awarded, shall be made within 180 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the qualified lowest bidder whose proposal conforms to the cited requirements of the Owner as described in the Project Bid Documents.

1.14 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with subsection 18 of Section 00100, titled APPROVAL OF CONTRACT.

1.15 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in subsection 11 of Section 00100, titled CONSIDERATION OF PROPOSALS. Proposal guaranties of the three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidders’ proposal guaranties will be returned. The successful bidder’s proposal guaranty will be returned as soon as the Owner receives

the contract bonds as specified in subsection 1.16 of Section 00100, titled REQUIREMENTS OF CONTRACT BONDS.

1.16 REQUIREMENTS OF CONTRACT BONDS

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

1.17 EXECUTION OF CONTRACT

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed Surety bond or bonds specified in subsection 1.16 of Section 00100, titled REQUIREMENTS OF CONTRACT BONDS, within 7 calendar days from the date mailed or otherwise delivered to the successful bidder, unless otherwise specified herein. If the contract is mailed, registered mail is recommended.

1.18 APPROVAL OF CONTRACT

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

1.19 FAILURE TO EXECUTE CONTRACT

Failure of the successful bidder to execute the contract and furnish an acceptable Surety bond or bonds within period specified in subsection 1.17 of Section 00100, titled EXECUTION OF CONTRACT, shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

1.20 BIDDER'S QUALIFICATIONS

All Bidders for projects with an estimated cost in excess of \$250,000 must be pre-qualified. The Bidder pre-qualification process for this project is as follows:

Bids will be accepted only from Contractors that are Pre-Qualified by the AIRPORT (deemed adequately experienced and qualified to perform the work in the sole judgment of the AIRPORT), based on the information to be furnished to the AIRPORT in the Project Qualification Statement and Company Questionnaire forms and supplementary information that are provided in Specification Section 00110 of the Bid Documents.

The Bidder shall submit the Pre-Qualification Documents as provided in Section 00110 to the Manchester-Boston Regional Airport Administration Office at One Airport Road, Suite 300 (3rd floor) Manchester, NH 03101, on or before May 12, 2020 at 3:00 pm. Notification of Pre-Qualification will be

emailed to Bidders on May 14, 2020.

For bids on projects with an estimated cost less than \$250,000, each bidder not previously pre-qualified shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work as described in the Bid Documents. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is pre-qualified with the State Department of Transportation and is on the current "bidder's list" of the State in which the proposed work is located. Such evidence of State Department of Transportation pre-qualification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

1.21 BID MODIFICATION

Any bidder may modify his/her bid by written communication at any time prior to the schedule closing time for receipt of bids, providing such written communication is received by the Owner prior to the bid closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or any other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

1.22 SUBCONTRACTOR LIST

Each Bidder shall provide the following information for each Subcontractor who will perform any portions of the work in excess of one percent (1%) of the Bidder's total bid amount, at the request of the Owner:

- a. Name and address of Subcontractor,
- b. brief description of work to be performed under subcontract,
- c. price under subcontract,
- d. subcontractor's license number (electricians and plumbers).

For Airport Improvement Program (AIP) projects, reference the project documents entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the contract documents.

1.23 SUBCONTRACTOR APPROVAL

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and the owner reserves the right to reject the use of any subcontractor that it deems unsatisfactory.

For Airport Improvement Program (AIP) projects, reference the project documents entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the contract documents.

1.24 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The bidder must agree to commence work before the date to be specified in the written Notice To Proceed (NTP) of the Owner and to fully complete the project as specified in the Contract.

Bidders must also agree to pay to the Owner as liquidated damages in accordance with Section 00840 for each and every contract day that the work remains incomplete *beyond each phase of the project* or is nonconforming beyond the specified time as provided in the NTP and Section 00840 of the General Conditions in Volume II. Refer to special provision to the General Conditions Section 00840 (Volume III).

The overall performance of the escalator and elevator replacement work in this contract, for the purposes of assessing liquidated damages as defined in the Contract Documents at the discretion of the Owner, shall be based on the milestone dates from Owner's date of Notice To Proceed (NTP) as listed in *Section 1.33 Construction Schedule* unless otherwise approved by the Owner in writing.

1.25 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his/her delivery of the executed Contract, the successful bidder shall furnish Surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Provisions included herein. The bonds shall be of the form provided hereinafter and shall be executed by Surety acceptable to the Owner. The bonds shall be executed by or countersigned by an agent for Surety and said agent to have current power of attorney for the Surety. Each bond shall be in the amount of 100% of Contract awarded. Contractors should also submit with all bonds evidence showing the financial strength of the Surety.

1.26 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to **John G. Goudreault, P.E., Senior Project Manager with AECOM Technical Services, Inc. (AECOM), at 1155 Elm Street, Suite 401, Manchester NH 03101, or by email to john.Goudreault@aecom.com** and to be given consideration, must be **received on or before May 26, 2020 at 3:00 pm.** Any and all such

interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed to all prospective bidders (at the respective email address furnished to the Airport for such purposes), and will be posted on the Airport website at <https://www.flymanchester.com/doing-business-with-mht/airport-projects/> not later than one (1) working days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents.

1.27 POWER OF ATTORNEY

Attorneys-in-fact or others who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.28 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though therein written out in Full. The Contractor shall be responsible for payment of all taxes, fees, and assessments as levied by Federal, State and Local authorities.

1.29 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents which deal with the following:

- a. Inspection of work.
- b. Insurance requirements.
- c. Scheduling the contract work.
- d. Liquidated damages for failure to complete the work within the specified times.
- e. Airport safety and security.
- f. AIP Contract Requirements for the Escalators Replacement Work only, including Buy American Act provisions and Davis-Bacon Wage Rates provisions.

1.30 EMPLOYMENT OF WOMEN

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 0320-AIP are contained in Volume I (this volume) of the contract documents.

1.31 EQUAL EMPLOYMENT OPPORTUNITY

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and

00320-AIP are contained in Volume I (this volume) of the contract documents.

1.32 BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the contract documents.

1.33 CONSTRUCTION SCHEDULE

The successful Bidder shall submit a Project Schedule (Gantt Chart format) indicating proposed sequence of construction work segments and identifying interdependencies and all key project milestones. The Project Schedule shall be submitted within 1 week (7 calendar days) after the Bidder receives the Notice of Intent To Award from the Airport.

The Project Milestone dates that are established for determining the duration of the overall performance of the escalator and elevator replacement work in this contract, and for the purposes of assessing liquidated damages as defined in the Contract Documents at the discretion of the Owner, is based on the durations from the date of Notice To Proceed (NTP) listed below unless otherwise approved by the Airport in writing.

Elevator Work:

Submission of (long lead) elevator equipment data to Owner for approval:.....NTP + 4 weeks

Owner approval to procure long lead equipment:.....NTP + 5 weeks

All Design-Builder Submittals Complete (latest).....NTP + 16 weeks

*Equipment Fabrication and Delivery:.....NTP + 17 weeks

(*If the actual manufacturer equipment lead time is longer than the estimated 12 weeks then the contract performance period milestone dates, for the purposes of applying liquidated damages, will be extended based on the Airport's receipt of correspondence from the equipment manufacturer documenting the actual lead time from date of order to shipping/delivery.)

Installation complete and Owner acceptance of elevator work:.....NTP + 30 weeks

Escalator Work:

Submission of (long lead) escalator equipment data to Owner for approval:....NTP + 4 weeks

Owner approval to procure long lead equipment:.....NTP + 5 weeks

All Design-Builder Submittals Complete (latest).....NTP + 16 weeks

*Equipment Fabrication and Delivery:.....NTP + 31 weeks

(*If the actual manufacturer equipment lead time is longer than the estimated 26 weeks then the contract performance period milestone dates, for the purposes of applying liquidated damages, will be extended based on the Airport's receipt of correspondence from the equipment manufacturer documenting the actual lead time from date of order to shipping/delivery)

Installation complete and Owner acceptance of first escalator:NTP + 41 weeks

Installation Complete and Owner acceptance of second escalator:.....NTP + 55 weeks

1.34 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.

The work to be done and materials to be furnished under these specifications shall be provided on an all-inclusive Lump Sum basis for the Base Bid and for the Additive/Deductive Alternate Items as described on the Bid Form and bid breakdown given in the proposal. The Owner does not expressly or by implication define any actual quantities involved with the work which shall be the responsibility of the Design-Build Bidder to determine and those quantities of materials and work may vary during construction and execution of the contract work to fulfill the requirements of the Contract.

END OF SECTION 00100

SECTION 00100-AIP

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

1.1 DESCRIPTION

This specification contains supplemental information required by bidders submitting bid documents for Airport Improvement Program (AIP) projects. Reference Section 00100 INSTRUCTIONS TO BIDDERS for related sections.

1.2 SUBCONTRACTOR LIST

In addition to the requirements of Section 00100-1.22 of the specification Section INSTRUCTIONS TO BIDDERS located in this Volume, and in accordance with the regulations of the United States Department of Transportation (DOT) 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs" the Manchester-Boston Regional Airport is required to obtain information regarding all subcontracting opportunities for DBE and non-DBE firms on this project. The Bidder shall be required to submit the following information with their bid documents:

- a. Name, address and phone number of all firms providing pricing quotes or information to the Bidder in connection with this project.
- b. Status of each firm as to whether it is a DBE or non-DBE firm.

Following the bid process, the Airport or its representative will contact all DBE firms identified by this process for more detailed information.

1.3 SUBCONTRACTOR APPROVAL

In addition to the requirements of Section 00100-1.23 of the specification Section INSTRUCTION TO BIDDERS located in this Volume, the bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity.

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

The owner reserves the right to reject the use of any subcontractor that it deems unsatisfactory.

1.4 EMPLOYMENT OF WOMEN

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

1.5 EQUAL EMPLOYMENT OPPORTUNITY

- a. Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCC, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other non-federally involved contracts in the area geographically defined in the plan.
- b. The proposed contract is under and subject to Executive Order 11246 of September 26, 1965, as amended, and to the equal opportunity clause.
- c. The successful bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in Section 00320-AIP CERTIFICATES OF COMPLIANCE.
- d. When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the Owner, or the Department of Labor requests.
- e. A bidder must indicate, by submitting the Affirmative Action Certification in Section 00320-AIP CERTIFICATES OF COMPLIANCE, whether he has previously had a contract subject to the equal opportunity clause, whether he has filed all report forms required in such contract, and if not, compliance report (Standard Form (SF) 100) must be submitted with his/her bid.
- f. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the bidding documents and are available for inspection at the City Hall, Manchester, New Hampshire.
- g. Contractors and subcontractors may satisfy EEO requirements of paragraph IV. 1. b of Section 00820-AIP FEDERAL CONTRACT PROVISIONS in Volume II by stating in all solicitations or advertisements for employees that:

“All qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin.”

or by using a single advertisement in which appears in clearly distinguished type, the phrase: “an equal opportunity employer”.
- h. A contractor having 50 or more employees and his/her subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 30 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments.

1.6 BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

- a. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
 1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs B (1) or (2) shall be treated as domestic.
 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- b. The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material-men, and suppliers in the performance of this contract, except those:
 1. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 2. that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- c. The Buy American provisions apply only to the Escalator Replacement Work contained in this Contract.

END OF SECTION 00100-AIP

SECTION 00110

BIDDER PRE-QUALIFICATION

1.1 PRE-QUALIFICATION PROCESS

The Bidder shall submit the Pre-Qualification Forms provided in Section 00110 to the Manchester-Boston Regional Airport Administration Office at One Airport Road, Suite 300 (3rd floor) Manchester, NH 03101, **before May 12, 2020 at 3:00 pm.**

The Bidder's packaging containing the Pre-Qualification Forms and any supplemental information must be sealed, and addressed and designated as:

Pre-Qualification Submittal
- Bidder's Name -
Manchester•Boston Regional Airport
Elevators & Escalators Maintenance And Replacement Project
FY20-805-70
AIP # 3-33-0011-TBD-2020

Contractors will be Pre-Qualified by the AIRPORT (deemed adequately experienced and qualified to perform the work in the sole judgment of the AIRPORT), based on the information to be furnished to the AIRPORT in the Project Qualification Statement and Company Questionnaire forms, and optional supplementary information, that are provided in this Specification Section.

Notification of Pre-Qualification will be emailed to Bidders on May 14, 2020.

1.2 PRE-QUALIFICATION FORMS AND SUPPLEMENTAL INFORMATION

1.2.1 The following forms are provided in this section below for the Bidder's submittal to the Owner:

- i. Qualification Statement Form for Elevators & Escalators Replacement Work
- ii. Company Questionnaire - Elevator Repair And Maintenance Qualifications
- iii. Company Questionnaire - Escalator & Moving Walkway Repair And Maintenance Qualifications

1.2.2 The Bidder shall submit an example copy of the proposed checklists and log sheets that the Bidder would use for the Elevator and Escalator Maintenance & Service work as described in the Technical Specifications, subject to review/modification and approval of the Airport. These documents shall be attached to the Company Questionnaire forms.

1.2.3 The Bidder may optionally provide supplemental qualifications information in addition to the pre-qualification forms provided herein to assist in communicating the Bidder's level of experience and qualifications.

INSTRUCTIONS FOR COMPLETING PRE-QUALIFICATION STATEMENT

- Item 1* *Select only those projects that you wish to pre-qualify.*
- Item 2* *Enter full company name.*
- Item 2a* *Check the appropriate box.*
- Item 2b* *Insert the company Federal ID No.*
- Item 3* *Enter company main office address, phone & fax no.*
- Item 4* *Enter date when business was first established.*
- Item 5* *Enter date of incorporation and State.*
- Item 6* *Enter number of years that this corporate entity has been engaged in contracting.*
Provide applicable lists for either a or b.
- Item 7* *Enter brief description of type of work performed.*
- Item 7a* *Enter years of experience.*
- Item 8* *Attach schedule of uncompleted work.*
- Item 9* *Attach schedule of completed work for prior 5 years.*
- Item 10a* *Check the appropriate box. If any are Yes, attach documentation.*
- Item 10b* *Check the appropriate box in 1, 2 & 3. If any are Yes, attach documentation.*
- Item 11* *Attach list as indicated.*
- Item 12a* *Attach list of major suppliers & sub-contractors utilized in the past 5 years.*
- Item 12b* *Attach list of major suppliers & sub-contractors who have brought suit or filed liens against the company in the past five years.*
- Item 13* *Provide all required information for bank, bonding company and bonding agent.*
- Item 14* *Attach list of the Company's major equipment.*
- Item 15* *Attach list of 3 professional references as indicated.*
- Item 16* *Attach list of all parties involved in legal action with the company in the past 5 years.*
- Item 17* *Attach list of government entities to be utilized as a company reference.*
- Item 18* *Attach letter from the bonding company indicating bonding capacity.*

STATEMENT OF TRUTH FORM and RELEASE FORM :

Applicant is to fill out and sign the Statement of Truth Form and Release Form.

FORM A:

Applicant is to fill out a minimum of five (5) Form A's.

The company applying for qualification/pre-qualification is to fill out page one only. Page 2 is to be filled out by the firm or client that you are requesting to recommend your company for pre-qualification.

Both pages must be forwarded to entities that will recommend and subsequently fill out page 2 of the Form and return both pages to the Manchester-Boston Regional Airport, 1 Airport Road, Suite 300, Manchester, NH 03103. Fax is acceptable but must be followed by Signed originals.

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QUALIFICATION STATEMENT FOR

MHT / City Bid # FY20-805-70

AIP # 3-33-0011-TBD-2020

ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT PROJECT

AT

MANCHESTER-BOSTON REGIONAL AIRPORT

Elevators & Escalators Replacement Work

CONFIDENTIAL

This statement must be completed, notarized, submitted and received by the Airport on or before the date specified in the Bid Documents for prequalification information prior to the date of bid opening for this project as indicated in the Bid Documents.

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Where necessary, questions shall be answered on separate attached sheets. The applicant may submit any additional information he/she desires.

Bids for this project will be accepted only from Contractors that are Pre-Qualified by the AIRPORT (deemed adequately experienced and qualified to perform the work in the sole judgment of the AIRPORT). The AIRPORT reserves the right to waive any informality in the prequalification or to reject any or all prequalification statements.

The work to be included in this Qualifications Statement shall include Elevator and Escalator equipment and installation design (engineering), Elevator and Escalator equipment installation work (construction), General Trades Contracting, and Design-Build installation and/or replacements of elevators and escalators as described in the Bid Documents. The Elevators and Escalators Maintenance and Service qualifications shall be submitted in the separate Company Questionnaire forms provided with the Bid Documents.

1. Full Name of Company:

a. Company is: Corporation ☐
Partnership ☐
Individual ☐

b. Federal ID No. (Employer's Identification No.):

2. Permanent main office address: ☐

Address City State Zip

Phone No.: _____ Fax No.: _____

3. Date Established: _____

4. If a corporation, when and where incorporated?

5. How many years has this organization been engaged in the contracting business under the present firm or trade name?

a. If a corporation: Attach list of names and phone numbers of the principal officers.

b. If a partnership: Attach list type of partnership (general, limited, association, etc.) and names and phone numbers of all partners.

6. Describe the general character of the work performed by the applicant.

a. How many years of experience, in work similar to the identified projects, has the applicant had?

(1) As a General Contractor: _____

(2) As a Sub-Contractor: _____

7. List the construction projects the organization has under contract on the date of this application. Attach a schedule showing: gross contract amount; actual or anticipated start and completion dates; percent complete; percent sublet; name and address of client; name and phone number of person supervising for the client.
8. List the construction projects the organization has completed in the last five (5) years. Attach a schedule showing: gross contract amount; actual start and completion dates; percent sublet; name and address of client; name and phone number of person supervising for the client.
9. a. Of the projects listed in # 8 above, did the applicant's organization, its partners or officers not complete a project by the original contract date?
- Yes ☐ No ☐ If yes, attach a list of the project(s) with explanation (s).
- b. Of the projects listed in # 8 above.
- (1) Did the applicant's organization, its partners', or officers' delay the work by more than 14 days?
- Yes ☐ No ☐
- (2) Did the applicant's organization, its partners', or officers' cease work?
- Yes ☐ No ☐
- (3) Did the applicant's organization, its partners', or officers' leave the job site during the construction?
- Yes ☐ No ☐

If yes to any of the above, attach list of project(s) with explanation(s).

10. List backgrounds and experience of the principal members of the applicant's organization, including the officers and the individuals who will be the field superintendent(s) on the proposed work at the Manchester-Boston Regional Airport. Attach a schedule showing: individuals name; present position; years of construction experience; magnitude and type of work; in what capacity; previous airport work.
11. a. List major material suppliers and/or sub-contractors with whom the organization has done business in the past five (5) years. Attach a schedule showing: name; complete address; phone number; contact person for each.
- b. List each material supplier and/or sub-contractor of the applicant who has given notice of lien, filed a mechanics lien, or brought suit for payment on any contract in the last five (5) years. Attach schedule showing: name; complete address; phone no.; contact person; explanation and resolution for each.

12. Provide name, complete address, phone no., and contact person for each of the following:

a. Bank _____

b. Bonding Company* _____

c. Bonding Agent _____

* Bonding Co. must be registered and licensed to do business in the State of New Hampshire.

13. List the major equipment available for the proposed project(s). Attach a schedule showing: quantity; description including size of capacity; condition; age; cost; depreciation; book value.

14. Provide names, complete addresses, and phone numbers for three (3) owners, engineers, or architects, not employed by the applicant, involved in current contracts or contracts completed in the last five (5) years, who can attest to the character, integrity, reputation, judgment, experience, and efficiency of the applicant.

15. Provide names, complete addresses, and phone numbers of all adverse parties in any suit involving the applicant in the last five (5) years.

16. Provide names, complete addresses, and phone numbers for all government entities who have determined the applicant qualified for the type of work requested herein and all who have not determined the applicant qualified, in the last five (5) years.

17. Submit letter from the applicant's bonding company stating the maximum bonding limit available to the applicant. Performance and payment bonds in the amount of 100 percent of the bid price will be required on contracts awarded by the Airport.

STATEMENT OF TRUTH FORM

I, _____ swear that all the statements herein contained, including the declaration of ownership or organization, and the record of experience have been examined by me, and to the best of my knowledge and belief, are true and correct.

I hereby authorize the Airport Director, his designees, or their agents to make such investigation, inquiry, checks and tests as they, in their sole discretion, deem necessary to attempt to ascertain my qualifications. I hereby waive any and all claims, release and agree to hold harmless any person who provides to the Director or his designees information or opinions held in good faith.

Signed:

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME, THIS

_____ Day of _____ 20__

Notary-Public or Justice of the Peace

My commission expires: _____

NOTE: Contractor must complete the Release Form and five (5) copies of side one of the attached Pre-Qualification Form A which must then be sent to 5 references of your choice.

RELEASE FORM

As a prequalified contractor for Manchester-Boston Regional Airport, I agree to allow the following contact information of our firm (including name, address, phone number and contact name) to be listed on the Airport's website. This information will be posted on the Airport's website as a service to contractors, subcontractors, and the general public. This information will be listed under the Pre-Qualification Process link.

Signed: _____

Title: _____

Date: _____

CONTACT INFORMATION:

Name of Company: _____

Company Address: _____

Phone Number: _____

Contact Name: _____

Email Address: _____

FORM A

To: _____

Return to: Manchester-Boston Regional Airport
1 Airport Road, Suite 300
Manchester, NH 03103

RE: APPLICATION FOR MANCHESTER-BOSTON REGIONAL
AIRPORT PRE-QUALIFICATION FOR:

(Applicant's Company Name)

Dear Sir/Madame:

Your name has been obtained in connection with the application of the above referenced contractor. The application will be carefully considered by the appropriate City body and your reply, as well as other replies, is an important part of that consideration. Your responsibility in replying to this request is as a responsible citizen rather than as a friend/adversary/acquaintance of the applicant. The City must rely on replies such as yours to be candid, fair and complete.

Please answer the questions on the second page as accurately and completely as you can from your or your company's experience with the applicant. When completed, please mail both page one and two of Form A to the Airport at the above address.

Very truly yours,

Manchester-Boston Regional Airport

RELEASE AND HOLD HARMLESS

I, _____, _____, of
(Individual Name of Applicant) (Title)

_____, hereby authorize _____
(Applicant Company Name) (Name of person/company filling out Form A)

to provide to the City of Manchester, Department of Aviation, with all information of any kind which you or the City deem relevant to my qualification as an applicant. I hereby release, discharge and hold you harmless from any claim arising out of the provision of such information.

Date: _____

By: _____
(Signature of Individual Applicant)

Page 2 is to be filled out by the firm or client that you are requesting to recommend your company for pre-qualification.

Do you or your company have business experience with the applicant?

Yes ☐ No ☐

Please state the nature, frequency and time period of your experience with the applicant.

With respect to that experience, please respond to the following inquiries. Please provide detail on separate paper as to any "no" answer (s).

Applicant:

| | |
|---|--|
| Had satisfactory work progress | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Paid all bills for labor and material timely | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Satisfactorily settled contracts | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Demonstrated Financial capacity | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Demonstrated skill, equipment and manpower to perform your contract | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Is of good character, integrity, reputation, judgment, experience and efficient | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Performed satisfactorily | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Complied with all laws and ordinances | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Provided all warranty, maintenance and service requirements | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Completed project on time (including punch-list items and project closeout) | Yes <input type="checkbox"/> No <input type="checkbox"/> |

Did you have any problems with applicant? If yes,
please explain: _

Any other comments regarding the applicant's qualifications: _

Print Name: _____ Date: _____

Signature: _____

ELEVATOR REPAIR AND MAINTENANCE QUALIFICATIONS

FY20-805-70

APRIL 2020

COMPANY QUESTIONNAIRE

A. REQUIRED INFORMATION:

1. Name of CONTRACTOR _____
Address _____
Telephone _____
Company Website Address _____
2. When Incorporated _____
In What State _____
3. Number of years CONTRACTOR has provided ELEVATOR REPAIR AND MAINTENANCE:

4. Names and experience of key personnel as listed:

| TITLE | EXPERIENCE |
|----------------|------------|
| President/CEO | _____ |
| Vice President | _____ |
| CFO | _____ |
| COO | _____ |
| Sales Manager | _____ |
5. Total number of local officer personnel: _____
Total of all other local personnel: _____
6. Total number of Facilities where ELEVATOR REPAIR AND MAINTENANCE are provided by local office:

7. Annual Gross Revenue by local office from ELEVATOR REPAIR AND MAINTENANCE:

8. List Banking References:

9. List Dunn & Bradstreet rating (if available).

10. BUSINESS EXPERIENCES

List four (4) persons or firms with whom you have conducted business transactions during the past three (3) years.

Reference # 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for elevator repair and/or maintenance services) etc.:

Reference # 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for elevator repair and/or maintenance services) etc.:

Reference # 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for elevator repair and/or maintenance services) etc.:

Reference # 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for elevator repair and/or maintenance services) etc.:

11. STATEMENT OF EXPERIENCE

Describe the duration and scope of your experience in providing ELEVATOR REPAIR AND MAINTENANCE SERVICES, to include: such things as number of years' experience in providing such services; AIRPORT or other transportation facility locations where these services have been provided; number of large commercial or office customers, and other locations which would indicate your ability to provide ELEVATOR REPAIR AND MAINTENANCE SERVICES at Manchester • Boston Regional Airport.

Describe the organization that would be responsible for ELEVATOR REPAIR AND MAINTENANCE SERVICES at Manchester • Boston Regional Airport. (Attach additional pages as necessary)

[illegible]

12. STATEMENT OF UNDERSTANDING OF THE SCOPE OF WORK

Indicate here how CONTRACTOR proposes to carry out the terms of the proposal. Description should include, but not be limited to, the following: methodology for scheduling of personnel, level and degree of training personnel have received, safety, quality standards, equipment, etc. (Attach additional pages as necessary.)

[illegible]

13. SUBCONTRACT INFORMATION

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

14. OTHER INFORMATION

Please provide any other information which you feel will be helpful in evaluating your ability to successfully provide ELEVATOR REPAIR AND MAINTENANCE SERVICES at Manchester • Boston Regional Airport.

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ESCALATOR & MOVING WALKWAY REPAIR AND MAINTENANCE QUALIFICATIONS

FY20-805-70

APRIL 2020

COMPANY QUESTIONNAIRE

A. REQUIRED INFORMATION:

1. Name of CONTRACTOR _____
Address _____
Telephone _____
Company Website Address _____
2. When Incorporated _____
In What State _____
3. Number of years CONTRACTOR has provided ESCALATOR REPAIR AND MAINTENANCE SERVICES: _____
4. Names and experience of key personnel as listed:

| TITLE | EXPERIENCE |
|----------------|------------|
| President/CEO | _____ |
| Vice President | _____ |
| CFO | _____ |
| COO | _____ |
| Sales Manager | _____ |
5. Total number of local officer personnel: _____
Total of all other local personnel: _____

6. Total number of Facilities where ESCALATOR REPAIR AND MAINTENANCE SERVICE are provided by local office:

7. Annual Gross Revenue by local office from ESCALATOR REPAIR AND MAINTENANCE SERVICE:

8. List Banking References:

9. List Dunn & Bradstreet rating (if available).

10. BUSINESS EXPERIENCES

List four (4) persons or firms with whom you have conducted business transactions during the past three (3) years.

Reference # 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for escalator repair and/or maintenance services) etc.:

Reference # 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for escalator repair and/or maintenance services) etc.:

Reference # 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, (for escalator repair and/or maintenance services) etc.:

Reference # 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Describe the duration and scope of your experience in providing ESCALATOR REPAIR AND MAINTENANCE, to include: such things as number of years' experience in providing such services; AIRPORT or other transportation facility locations where these services have been provided; number of large commercial or office customers, and other locations which would indicate your ability to provide ESCALATOR REPAIR AND MAINTENANCE SERVICE at Manchester • Boston Regional Airport.

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Indicate here how CONTRACTOR proposes to carry out the terms of the proposal. Description should include, but not be limited to, the following: methodology for scheduling of personnel, level and degree of training personnel have received, safety, quality standards, equipment, etc. (Attach additional pages as necessary.)

13. SUBCONTRACT INFORMATION

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

14. OTHER INFORMATION

Please provide any other information which you feel will be helpful in evaluating your ability to successfully provide ESCALATOR REPAIR AND MAINTENANCE SERVICES at Manchester • Boston Regional Airport.

END OF SECTION 00110

SECTION 00130 PRE-BID CONFERENCE

DESCRIPTION

Pre-qualification of Design-Build Contractors is required on this project, subsequent to the Pre-Bid Meeting, as included in the Bid Documents.

A **MANDATORY Pre-Bid Meeting** will be held at the Airport administrative offices boardroom located on the third floor of the Airport Terminal at One Airport Road, Manchester, NH on **Tuesday, May 5, 2020 at 2:00 pm.**

Bidders planning on attending the pre-bid meeting, either in-person* or by virtual web-based (Microsoft Teams) attendance, are directed to confirm their attendance with Manchester-Boston Regional Airport, by contacting Mr. Jonathan Adams, Building Maintenance Superintendent, preferably by email at jadams@flymanchester.com (or 603-624-6539), with cc to john.goudreault@aecom.com **at least 24 hours prior to the meeting.**

An optional initial site familiarization tour of all twenty-two (22) VTE locations (as shown on Figures 1, 2, and 3, in the Technical Specifications Appendix) will be performed immediately following the Pre-Bid Meeting for those choosing to attend in person rather than connecting to the virtual Pre-Bid Meeting link. Bidders in attendance may take note of the existing conditions to the extent possible at that time. Four of the VTE locations will require TSA security checkpoint screening and escort by Airport personnel for access.

The web-based meeting link will be issued to the Bidders whom contact the Airport with notice of intent to attend the Pre-Bid Meeting and provide a valid contact email address.

* Note: Bidder representatives that choose on their own accord to attend the Pre-bid Meeting in-person are requested to bring a face covering and any other COVID-19 personal protective equipment (PPE) as personally deemed appropriate for their own safety. The Airport will not furnish any PPE items and seating will be spaced at 6 ft. minimum.

END OF SECTION 00130

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**CITY OF MANCHESTER, NH
DEPARTMENT OF AVIATION**

Manchester • Boston Regional Airport

**ELEVATORS & ESCALATORS
MAINTENANCE AND REPLACEMENT
PROJECT**

MHT / City Bid # FY20-805-70

AIP # 3-33-0011-TBD-2020

Proposal (Bid Form) Documents

PROPOSAL (BID FORM) DOCUMENTS
for
ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT
PROJECT

At
Manchester • Boston Regional Airport
MHT / City Bid # FY20-805-70
AIP # 3-33-0011-TBD-2020

NOTE: The Bidder shall complete and submit the Proposal Documents (Bid Form) package in a sealed envelope in accordance with the instructions to bidders.

The UNDERSIGNED, does hereby certify that the material to be furnished to the Manchester-Boston Regional Airport meets all of the specifications and stated and referenced requirements of the Contract Agreement Documents.

The UNDERSIGNED, hereby certifies that no employee, officer or agent of the City of Manchester NH, nor any member of their immediate family has any interest in the award of a contract herein; nor, is any such employee, officer or agent employed by or about to become an officer or employee of any person, firm, partnership or corporation which may benefit from the award of the contract herein.

This document is the Proposal of _____
hereinafter called "Bidder", a corporation* organized under the laws of the State of _____, a
partnership* or an individual* doing business as _____, to
the **City of Manchester, New Hampshire, Department of Aviation** (hereinafter called
"Owner").

* strike out inapplicable terms.

**** The name of the bidder must be exactly the same as the name under which the bidder is listed on the Qualification Statement Documents that were submitted by the Bidder during the Pre-Qualification process for this project.**

Gentlemen:

The (Bidder), _____ in compliance with your invitation for bids for the construction of airport improvements having examined the plans and specifications with related documents and the site of the proposed work, and having observed and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials, and labor, hereby proposes to furnish all, labor, materials, supplies, equipment, services, and to construct the work in accordance with the Contract Documents, within the time set forth therein, and within the total contract price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within the specified contract period.

Bidder further agrees to pay to the Owner, liquidated damages, in the amounts and frequencies as defined in the Contract Documents, for elevator and escalators replacement work that remains incomplete beyond the time specified for milestone dates and completion as hereinafter provided in the Contract Documents.

The overall performance of the escalator and elevator replacement work in this contract, for the purposes of assessing liquidated damages as defined in the Contract at the discretion of the Owner, shall be based on the following milestone dates from Owner's date of Notice To Proceed (NTP) unless otherwise approved by the Owner in writing:

Elevator Work:

- Submission of (long lead) elevator equipment data to Owner for approval:.....NTP + 4 weeks
- Owner approval to procure long lead equipment:.....NTP + 5 weeks
- All Design-Builder Submittals Complete (latest).....NTP + 16 weeks
- Equipment Fabrication and Delivery:.....NTP + 17 weeks
(If the actual manufacturer equipment lead time is longer than the estimated 12 weeks then the contract performance period milestone dates, for the purposes of applying liquidated damages, will be extended based on the Airport's receipt of correspondence from the equipment manufacturer documenting the actual lead time from date of order to shipping/delivery.)
- Installation complete and Owner acceptance of elevator work:.....NTP + 30 weeks

Escalator Work:

- Submission of (long lead) escalator equipment data to Owner for approval:.....NTP + 4 weeks
- Owner approval to procure long lead equipment:.....NTP + 5 weeks
- All Design-Builder Submittals Complete (latest).....NTP + 16 weeks
- Equipment Fabrication and Delivery:.....NTP + 31 weeks
(If the actual manufacturer equipment lead time is longer than the estimated 26 weeks then the contract performance period milestone dates, for the purposes of applying liquidated damages, will be extended based on the Airport's receipt of correspondence from the equipment manufacturer documenting the actual lead time from date of order to shipping/delivery)
- Installation complete and Owner acceptance of first escalator:NTP + 41 weeks
- Installation Complete and Owner acceptance of second escalator:.....NTP + 55 weeks

Bidder acknowledges receipt of the addenda as listed on the attached form entitled:
ACKNOWLEDGMENT OF ADDENDA.

=====

BID SUMMARY

BASE BID Includes all work for the Design-Build Replacement of one (1) Freight Elevator and two (2) Escalators as required by the BID DOCUMENTS:

Base Bid Breakdown (Lump Sums):

Item a) Replacement of one (1) Freight Elevator \$_____ (Amount in figures)

Item b) Replacement of two (2) Escalators \$_____ (Amount in figures)

BASE BID AMOUNT (a + b)

(\$_____). (Amount in figures)

_____ Dollars. (Amount in words)

ADDITIVE ALTERNATE No. 1 Includes all work for the full coverage five-year term Maintenance and Service of all Elevators, Escalators, and Moving Walkways at the AIRPORT as required by the BID DOCUMENTS:

ADDITIVE ALTERNATE No.1

Year 1* \$_____ (Amount in figures)

Year 2* \$_____ (Amount in figures)

Year 3* \$_____ (Amount in figures)

Year 4* \$_____ (Amount in figures)

Year 5* \$_____ (Amount in figures)

*** Each Yearly amount stated above shall be billed to the Owner in twelve (12) equal monthly payment amounts, to be invoiced individually on the last day of the month that the services are provided and will be paid by the Owner on a net 30-day basis.**

Note:

For the two new escalators (#NHE3255 and #NHE3256) and the loading dock freight elevator (#NHE3285) to be provided under the Base Bid, the first 12 months of the manufacturer's recommended scheduled preventative maintenance, adjustments / lubrication, maintenance records documentation, etc., are to be included in the Design-Builder's Base Bid Price in addition to all related equipment malfunction service calls and warranty repairs that may be required. This period shall begin from the date of Owner's final Acceptance of the work for each piece of equipment.

All-Inclusive Hourly Price for personnel to perform repairs found necessary but not included/covered by the scope of services as directed by the Owner:

Mechanic:

_____ \$/Hr.(reg) _____ \$/Hr.(nights & weekends) _____ \$/Hr.(Holidays)

Assistant:

_____ \$/Hr.(reg) _____ \$/Hr.(nights & weekends) _____ \$/Hr.(Holidays)

Maximum labor price escalation rate per year after completion of year 2 is set at **3.0 %**

All-Inclusive % Markup on Wholesale Invoiced Price of Parts & Materials not included/covered by the scope of services as directed by the Owner: _____%

ADDITIVE ALTERNATE No.1 (Years 1 through 5 total) BID AMOUNT

(\$ _____). (Amount in figures)

_____ Dollars. (Amount in words)

TOTAL BID AMOUNT (Inclusive of Base Bid plus Additive Alternate No.1)

(\$ _____). (Amount in figures)

_____ Dollars. (Amount in words)

Failure to Bid on the Additive/Deductive Alternate(s) may disqualify the Bid.

The Bidder understands that, the Low Bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the Base Bid item, plus Additive or Deductive Bid Alternates selected by the Owner, and within funds available for the project.

The stated price shall include-all plant, labor, materials, supplies, equipment, services, incidentals, expenses, overhead, profit, insurance, bonding, etc., to cover the finished work.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder also understands that the Owner reserves the right to negotiate with the Bidder if only one (1) Bid is received, and that the Owner reserves the right to negotiate with the lowest two (2) Bidders of Additive Alternate No. 1.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the actual date of the bid opening.

Upon receipt of written notice of acceptance of this Bid, Bidder will execute and deliver the formal contract attached to the Owner within 7 calendar days with accompanying Performance and Payment Surety Bonds, and Insurance Certificates as required by the General Provisions.

The bid security (Bid Bond) attached in the sum of \$_____
is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully submitted:

Name of Bidder: _____

By: _____

Name and Title: _____

Business Address: _____

(Affix corporate seal if Bid is by a corporation)

CERTIFICATE AS TO CORPORATE PRINCIPAL PROPOSAL

I, _____ certify that I am
the _____ of the corporation
named as Bidder in the above Proposal; that _____ who
signed the said Proposal on behalf of the Bidder was then _____ of said
Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said
Proposal was duly signed, sealed and attested to for and in behalf of said Corporation by authority of
its governing body and is within the scope of its corporate powers.

_____ (Affix Corporate Seal)

ACKNOWLEDGMENT OF BID ADDENDA

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

END OF SECTION 00300

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

(Name of Principal)

as PRINCIPAL, and

(Name of Surety)

as SURETY, are held and are firmly bound unto **The City of Manchester, New Hampshire, Department of Aviation** hereinafter called the Owner, in the penal sum of

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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, _____ for

**The ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT PROJECT
At Manchester • Boston Regional Airport, MHT/City Bid # FY20-805-70 ; AIP # 3-33-0011-TBD-2020**

(Enter Title and Number of Contract/Project)

NOW, THEREFORE, if the Principal shall not withdraw said bid within 90 calendar days after the opening thereof, and shall within seven (7) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed this instrument under

Manchester•Boston Regional Airport
Elevators & Escalators Maintenance And Replacement Project
April 2020

Bid Security Forms
FY20-805-70
Page 1 of 3

their several seals this _____ day of _____, 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.

In presence of:

Individual Principal SEAL

Business Address

Individual Principal SEAL

Business Address

Attest:

Corporate Principal

Business Address

**Affix
Corporate
Seal**

Attest:

By: _____

Corporate Surety

Business Address

**Affix
Corporate
Seal**

By: _____
Attorney-in-Fact

**Power-of-attorney for person(s) signing for surety company must be attached to this bond.*

CERTIFICATE AS TO CORPORATE PRINCIPAL BID BOND

I, _____, certify that I am the _____ of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know his/her signature, and his/her signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation by authority of its governing body.

**Affix
Corporate
Seal**

END OF SECTION 00310

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SECTION 00320-AIP

CERTIFICATES OF COMPLIANCE FOR AIP PROJECTS

CERTIFICATIONS TO ACCOMPANY PROPOSAL (BID FORM) DOCUMENTS

1.1 ALL CONTRACTS

- a. The bidder (proposer) must supply all the information required by the proposal forms and specifications.

b. **CIVIL RIGHTS - TITLE VI ASSURANCES STATEMENT**

The City of Manchester Department of Aviation, New Hampshire, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award. Refer to Appendix A - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsor, Article A6 – Civil Rights – Title VI Assurances of Division III – SPECIAL PROVISIONS TO THE SUPPLEMENTAL CONDITIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS for additional information.

c. **BUY AMERICAN PREFERENCE STATEMENT**

The City of Manchester Department of Aviation, New Hampshire, in accordance with 49 USC § 50101, hereby notifies all bidders that they (bidders) must agree to comply with this provision which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Refer to Appendix A - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsor, Article A4 – Buy American Preference of Division III SPECIAL PROVISIONS TO THE SUPPLEMENTAL CONDITIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS for additional information.

In addition, a bidder, or offeror, must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

The Buy American requirements apply only to the Escalator Replacement Work in the Contract.

1.2 INSTRUCTIONS TO BIDDERS

- a. Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime Contractor and proposed subcontractors, where appropriate, to state in the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity

all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime Contractor or proposed subcontractor has participated in a previous contract subject to Executive Orders 10Y25, 11114, or 11246 and has not filed a report due under the applicable filing requirements, no contract nor subcontract shall be awarded unless such Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCC.

- b. To achieve these requirements, the Bidder shall complete and sign the attached statement.

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

(as required by 41 CFR 60-1.7(b))

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of the bid Proposal. **(Check Appropriate Box)**

1. The Bidder (Proposer) has ☐ has not ☐ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (Proposer) has ☐ has not ☐ participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (Proposer) has ☐ has not ☐ filed with the Joint Reporting Committee the Annual Compliance Report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) does ☐ does not ☐ employ fifty (50) or more employees.

Dated _____, 20____

Legal Name of Person, Firm or Corporation

By: _____

Title

CERTIFICATION OF NONSEGREGATED FACILITIES

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

**CERTIFICATION OF NONSEGREGATED FACILITIES
(CONTRACTORS/ SUBCONTRACTORS)**

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

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

Name and Title of Signer (Please type)

Signature

Date

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

GOALS AND ASSURANCES FOR DISADVANTAGED BUSINESS ENTERPRISES

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

The requirements of CFR 49 Part 26, Regulations of the U. S. Department of Transportation, apply to this contract. It is the policy of The City of Manchester-Department of Aviation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. **A DBE goal of THREE and SEVEN tenths percent (3.7%) has been established for this contract.** The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

- (1) the names and addresses of DBE firms that will participate in this contract;
- (2) a description of the work that each DBE will perform;
- (3) the dollar amount of the participation of each DBE Firm participating;
- (4) written and signed documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal noted above;
- (5) written and signed documentation from the DBE that it is participating in the contract as provided in the prime contractor's commitment;
- (6) if the contract goal is not met, evidence of good faith efforts; and
- (7) The firms to be used are registered as DBE firms with NHDOT.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

_____ The bidder/offeror (if unable to meet the DBE goal of **3.7 %**) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm:

State Registration No. _____

By _____ (Signature) _____ (Title)

DBE LETTER OF INTENT

Name of bidder'/offeror's firm:

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

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

Affirmation

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

By: _____
(Signature) (Title)

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

(Submit this page for each DBE subcontractor.)

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(BIDDER OR OFFEROR)**

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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

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

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

Name and Title (Please Print or Type)

Signature

Date

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

Date

Signature

Company Name

Name and Title (Printed)

COMPLIANCE WITH DRUG-FREE WORKPLACE

(As required by 2 CFR part 182.23)

General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182.23. Contractors must certify that they will comply with the provisions of the federal drug-free workplace regulations, which include, but are not limited to:

- 1) A statement has been or will be published before the project notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR part 182.205).
- 2) An on-going drug-free awareness program (2 CFR part 182.215) has been or will be established prior to commencement of the project, to inform employees about: (a) the dangers of drug abuse in the workplace; (b) the Airport's requirement of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of the project (2 CFR part 182.210).
- 4) Employees have been or will be notified in the statement required in item 1 above that, as a condition of employment (2 CFR part 182.205 ©), the employee will: (a) abide by the terms of the statement; and (b) notify the employer in writing of his or her conviction of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Manchester-Boston Regional Airport (Airport) will be notified in writing by the contractor within 10 calendar days after the contractor receives notice under item 4(b) above from an employee or otherwise receives actual notice of such conviction (2 CFR part 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the Airport. The Airport will immediately notify FAA (2 CFR part 182.300).
- 6) One of the following actions (2 CFR part 182.225 (b)) will be taken within 30 calendar days of receiving a notice under item 4(b) above, with respect to any employee who is so convicted:
 - (a) Take appropriate personnel action against such an employee, up to and including termination. Consistent with the requirements of the Rehabilitation Act of 1973, as amended, and
 - (b) Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 7) A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR part 182.200).

Dated _____, 20____

Legal Name of Person, Firm or Corporation

By: _____

Name & Title

CERTIFICATION REGARDING LOBBYING

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

CERTIFICATION

Name

Signature

Date

Title

END OF SECTION 00320-AIP

SECTION 00500

AGREEMENT DOCUMENTS

DESCRIPTION

MANCHESTER • BOSTON REGIONAL AIRPORT
ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT PROJECT
MHT / City Bid # FY20-805-70
AIP # 3-33-0011-TBD-2020

This AGREEMENT, made this, by and between the City of Manchester, New Hampshire,
Department of Aviation herein called "Owner", and

_____ a corporation* organized under the laws of the State
of New Hampshire, a partnership* or an individual* doing business as

_____ hereinafter called "Contractor".

*** strike out inapplicable terms**

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree
as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all means and methods to perform and complete all work, including but
not necessarily limited to plant, labor, material, equipment, supplies and services including all extra
work directed, as required in strict accordance with all requirements stated or shown in the Contract
Documents including addenda to said Contract Documents which addenda are numbered and dated
as follows:

Addendum No.

Dated

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ARTICLE 2. THE CONTRACT PRICE

The Owner shall pay the Contractor for this satisfactory performance of the Contract, in current funds, subject to additions and deductions as provided in the Contract Documents, the sum of

CONTRACT AMOUNT for Elevators & Escalators Replacement Work:

_____dollars
(Amount in words)

(\$ _____).
(Amount in figures)

Contract Amount Breakdown:

Item a) Replacement of one (1) Freight Elevator \$ _____ (Amount in figures)

Item b) Replacement of two (2) Escalators \$ _____ (Amount in figures)

*** CONTRACT AMOUNT for Five-Year Maintenance & Service Work for All Elevators, Escalators, and Moving Walkways (if selected and awarded to the Bidder) :**

_____dollars
(Amount in words)

(\$ _____).
(Amount in figures)

Year 1* \$ _____ (Amount in figures)

Year 2* \$ _____ (Amount in figures)

Year 3* \$ _____ (Amount in figures)

Year 4* \$ _____ (Amount in figures)

Year 5* \$ _____ (Amount in figures)

*** Each Yearly amount stated above for Maintenance & Service Work shall be billed to the Owner in twelve (12) equal monthly payment amounts, to be invoiced individually on the last day of the month that the services are provided and will be paid by the Owner on a net 30-day basis.**

Note:

For the two new escalators (#NHE3255 and #NHE3256) and the loading dock freight elevator (#NHE3285) to be provided under the Base Bid, the first 12 months of the manufacturer's recommended scheduled preventative maintenance, adjustments / lubrication, maintenance records documentation, etc., are to be included in the Design-Builder's Base Bid Price in addition to all equipment malfunction service calls and warranty repairs that may be required. This period shall begin from the date of Owner's final Acceptance of the work for each piece of equipment.

All-Inclusive Hourly Price for personnel to perform repairs found necessary but not included/covered by the scope of services as directed by the Owner:

Mechanic:

_____ \$/Hr.(reg) _____ \$/Hr.(nights & weekends) _____ \$/Hr.(Holidays)

Assistant:

_____ \$/Hr.(reg) _____ \$/Hr.(nights & weekends) _____ \$/Hr.(Holidays)

Maximum labor price escalation rate per year after completion of year 2 is set at 3.0 %

All-Inclusive % Markup on Wholesale Invoiced Price of Parts & Materials not included/covered by the scope of services as directed by the Owner: _____%

TOTAL CONTRACT AMOUNT for ALL Work:

_____ dollars
(Amount in words)

(\$ _____).
(Amount in figures)

ARTICLE 3. CONTRACT DOCUMENTS

The executed Contract Documents shall consist of the following component parts:

- a. This Agreement
- b. Addenda as listed in Article 1
- c. Signed Copy of Proposal
- d. Required Certifications of Compliance
- e. Bid Forms and Contract Requirements
- f. Standard Specification
- g. Special Provisions to Standard Specifications
- h. Technical Specifications
- i. Performance Requirements
- j. Drawings
- k. Performance and Payment Bonds

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. The various conditions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 4. SITE AVAILABILITY AND TIME FOR COMPLETION

The Contractor hereby acknowledges the following scheduled availability dates:

The Contractor agrees to complete the overall Design-Build Elevator and Escalator Replacements on-site work including testing / manufacturer certification / State Inspection & Certification and Owner Acceptance under this contract within _____ **weeks from the date of Notice To Proceed, subject to the interim milestone dates as established on the Proposal (Bid Form) Document** unless otherwise extended by the Owner in writing to accomplish additional work or to facilitate Airport operations.

The Contractor agrees to commence the Maintenance & Service Work for All Elevators, Escalators, and Moving Walkways at the Airport (if selected and awarded to the Bidder) on:

July 1, 2020

or as otherwise provided on the Owner's Notice To Proceed and continue un-interrupted service for an initial period of five years, with optional annual extensions thereafter executed in writing at the discretion of the Owner for the maintenance and service work defined under this contract.

ARTICLE 5. CERTIFICATES OF INSURANCE

The Contractor shall furnish Certificates of Insurance as described in Section 00822, INSURANCE REQUIREMENTS, (*also see Special Provision to Section 00822*) and shall list the policies as follows:

| Limits of Policy | Expiration | | | |
|-------------------|------------|--------|---------------|------|
| Type of Insurance | Coverage | Number | Insurance Co. | Date |

Workman's Compensation:

Commercial General Liability:

Automobile Liability:

Excess Liability Coverage, or
Umbrella Coverage, for
Commercial General Liability
and Automobile Liability:

Builder's Risk:

These Insurance Certificates as well as Performance and Payment Bonds must be furnished at or before the time of the execution of this document, or the Contract shall not be valid until all in-process outstanding bonding requirements are executed and received by the Owner. Insurance certificate shall be re-issued annually thereafter. Such insurance certificates shall, with respect to comprehensive general liability and auto liability insurance, name:

The City of Manchester Department of Aviation, The City of Manchester Department of Risk Management, and AECOM Technical Services, Inc. as additional insured (except worker's compensation).

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in seven (7) counterparts each of which shall be deemed an original, as of the year and day first above mentioned.

(Seal)
ATTEST:

Witness/Attest

By: _____
Contractor Date

Witness/Attest

By: _____
Mr. Theodore Kitchens, A.A.E. Date
Director of Aviation
Manchester-Boston Regional Airport
1 Airport Road, Suite 300
Manchester, NH 30101

END OF SECTION 00500

SECTION 00510 PERFORMANCE BOND

DESCRIPTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

That we, _____

an individual*, a partnership*, a corporation organized under the laws of the State of _____

_____ * having a usual place of business in the State of _____

_____ as Principal, and _____

_____ a corporation organized under the laws of the State of _____

and having a usual place of business in the State of _____

as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New Hampshire,

Department of Aviation (hereinafter the Owner), its successors and assigns, in the sum of _____

_____ Dollars (\$ _____).

lawful money of the United States of America, to and for the true payment whereof, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, the said Principal has by means of a written agreement dated _____

_____, 20____, entered into a Contract with the Owner for: **Manchester • Boston Regional**

Airport, Elevators & Escalators Maintenance And Replacement Project, MHT / City Bid # FY20-805-70
, AIP # 3-33-0011-TBD-2020

a copy of which Contract is attached hereto and by reference made a part hereon.

*Strike out inapplicable terms.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal and his/her subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said Contract set forth and specified to be by said Principal kept and performed, and shall well and truly indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed there under

or the Contract Documents accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations or addition to the terms of the Contract or the work or to the Contract Documents.

In the event that the Contract is abandoned by the Principal, or is terminated by the Owner under the provisions of said Contract, said Surety hereby further agrees that said Surety shall, if requested in writing by the Owner, take action as is necessary to complete said Contract.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____ day of _____, 20____ In presence of:

Individual Principal SEAL

Business Address

Individual Principal SEAL

Business Address

Attest:

Corporate Principal SEAL

Attest: By:

Corporate Surety SEAL

Business Address

Countersigned: By: _____

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL PERFORMANCE BOND

I, _____, certify that I am the _____ of
the Corporation named as Principal in the within bond; that, _____ who
signed the said bond on behalf of the principal was then _____,
of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was
duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body and is
within the scope of its corporate powers.

_____ SEAL

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners must execute bond.

SECTION 00520 PAYMENT BONDS

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

That we, _____, an individual *, a partnership*, a corporation organized under the laws of the State of _____* having a usual place of business in the State of _____, as Principal, and _____, a corporation organized under the laws of the State of _____, and having a usual place of business in the State of _____, as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New Hampshire, Department of Aviation (hereinafter the Owner), its successors and assigns, in the sum of _____
_____, ---- Dollars (\$ _____), lawful money of the United States of America, to and for the true payment whereof, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____, 20____ entered into a Contract with the Owner for the:

ELEVATORS & ESCALATORS MAINTENANCE AND REPLACEMENT PROJECT
At
Manchester • Boston Regional Airport
MHT / City Bid # FY20-805-70
AIP # 3-33-0011-TBD-2020

a copy of which Contract is attached hereto and by reference made a part hereof.

* Strike out inapplicable terms.

NOW, THEREFORE, THE CONDITION Of this obligation is such that is the said Principal and his/her subcontractors shall pay for all labor performed or furnished, for all equipment hired, including trucks, for all material used or employed in such construction, including lumber so employed which is not incorporated in the work, and for fuels, lubricants, power, tools, hardware, and supplies purchased by said principal and used in carrying out said Contract, and for labor and parts furnished upon the order of said contractor for the repair of equipment used in carrying out said Contract, this agreement to make such payments being in compliance with the requirements of Section 16 of Chapter 447, of New Hampshire Revised Statutes, Annotated, 1955, to furnish security there under and being in fact such security, and if said Principal shall well and fully indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees (1) that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed there under or the Contract Documents accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the Contract Documents; (2) that in case of liabilities not covered by said Section 16 of Chapter 447 RSA, as amended, but covered by this bond, then the provisions of this bond shall control.

In addition to the obligations of the undersigned enumerated above, the bond is also made for the use and benefit of all persons, firms and corporations, who may furnish any material or perform any labor on account of said Contract, or rent or hire out any appliances or equipment used or employed in the execution of said Contract and they and each of them are hereby made Obligees hereunder the same as if their own proper respective names were written herein as such, and they and each of them may proceed or sue hereon, and in case of failure of said Principal to carry out the foregoing provisions made for the use and benefit of any said persons, firms and corporations, the Owner as an additional remedy may maintain an action against the undersigned in its own name, but in trust for and for the benefit of said persons, firms and corporations.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____ day of _____, 20____ In presence of:

Individual Principal

Business Address

Individual Principal SEAL

Business Address

Attest:

Corporate Principal SEAL

By: _____

Attest:

Corporate Surety SEAL

Business Address

Countersigned: By: _____

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL PAYMENT BOND

I, _____, certify that I am the
_____ of the Corporation named as Principal in
the within bond; that, _____ who signed the said
bond on behalf of the principal was then _____,
of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said
bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

_____ SEAL

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners must execute bond.

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Manchester - Boston Regional Airport Project Documents

City of Manchester - Department of Aviation

STANDARD SPECIFICATIONS – 2007 EDITION

**Project Requirements
General Conditions
Supplemental Conditions for AIP Projects**



VOLUME II of III

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Manchester - Boston Regional Airport Project Documents

City of Manchester - Department of Aviation

PROJECT REQUIREMENTS



(February 2007 Edition)

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PROJECT REQUIREMENTS

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SECTION 01010

SUMMARY OF WORK AND WORK BY OTHERS

1.01 DESCRIPTION

- a. This section includes a description of the Contractor's responsibilities in regards to the scope of work included in the Contract, the progress and completion of the project, examination of the site and work, the Contractor's use of the premises, the protection of existing utilities, protective measures, and contractor management.
- b. In addition, this Section describes associated construction activities being provided under separate contracts.

1.02 PROTECTIVE MEASURES

- a. The Contractor shall provide and maintain substantial and adequate protection as may be required to protect new and existing work and all items of equipment and furnishing for the duration of work.
- b. The Contractor shall repair or make good any and all damage or loss he may cause to the building or other Owner property to the full satisfaction of the Owner.

1.03 CONTRACTOR MANAGEMENT

- a. The Contractor will provide a project manager and superintendent which have previously constructed projects of similar size and scope. The project manager/superintendent shall be on the job-site at all times while work is in progress, including overtime operations by the Contractor's forces or by subcontractors. The Contractor will provide the names and resumes of the project manager and superintendent to the Owner.
- b. The project manager and superintendent shall not be changed except with the consent of the Owner, unless the project manager/superintendent proves to be unsatisfactory to the Contractor or the Owner, or ceases to be in the Contractor's employ. The Owner shall be notified immediately of any pending change of project manager or superintendent appointed to the work and the Contractor shall submit qualifications for approval.

1.04 REVIEW OF OTHER CONTRACT DOCUMENTS

- a. Contract Documents for the above projects are available at the Manchester-Boston Regional Airport Engineering and Planning Office – 6 Industrial Drive, Suite 2, Londonderry, NH for review. The Contractor shall become familiar with the documents and current site conditions.

1.05 COORDINATION WITH OTHER CONTRACTORS

- a. Cooperation and coordination between contractors working for the Manchester-Boston Regional Airport will be required. Refer to specification Section 00730; subsection 5 located in project document entitled General Conditions.

END OF SECTION 01010

SECTION 01020

ALLOWANCES

1.01 DESCRIPTION

- a. All Allowances under this Section shall be included in the Base Bid and shall be carried by the Contractor, unless specifically noted to be carried by a subcontractor.
- b. The Contractor shall cause the work covered by these Allowances to be performed for such amounts and by such persons as the Owner may direct but he will not be required to employ persons against whom he makes a reasonable objection.
- c. If the cost, when determined, is more than or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order, which will include additional or reduced handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over or decrease from the original Allowance.
- d. Refer to related Drawings and Specifications for additional information regarding Work to be included as part of Allowances.

END OF SECTION 01020

SECTION 01030

ADD-ALTERNATES

1.01 DESCRIPTION

- a. The Contractor shall provide all labor, materials, equipment and services, etc., necessary for the proper and complete execution of accepted Alternates. Amount of Alternate prices to be added to or deducted from the Base Bid shall be stated on the Proposal Form and shall include cost of any and all modifications made necessary by Owner's acceptance of Alternates.
- b. Related Work Described Elsewhere:
 - 1. Materials and methods to be used in the Base Bid and in the Alternatives are generally described in the Contract Documents.
 - 2. Method for stating the proposed Contract Sum is described in the Proposal Form.

1.02 PROCESS AND PROSECUTION

- a. If the Owner elects to proceed on the basis of one or more of the described Alternates, make all modifications to the Work required in order to furnish and install the selected Alternate or Alternates to the approval of the Architect and at no additional cost to the Owner, other than as proposed on the Proposal Form.
- b. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any, Alternates will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of Alternates selected by the Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the Work caused by the Owner's selection or rejection of Alternates.
- c. It shall be the responsibility of the Contractor to properly coordinate work related to Alternates with all other Work of this Contract in order to ensure that a complete and proper job is provided.

END OF SECTION 01030

SECTION 01045

CUTTING AND PATCHING

1.01 DESCRIPTION

- a. The Contractor shall perform all cutting, fitting or patching required to:
 - 1. Make parts fit properly.
 - 2. Uncover work to permit the installation of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of Contract Documents.
 - 4. Remove samples of installed work as may be required for testing.
- b. In addition to Contract requirements, upon the Owner's written instructions the Contractor shall:
 - 1. Uncover work to permit the Owner's observation of covered work.
 - 2. Remove samples of installed materials for testing.
 - 3. Perform any other cutting and patching directed by the Owner.
- c. The Contractor shall not endanger any work by cutting or altering work or any part of it.

1.02 QUALITY ASSURANCE

- a. Design Criteria:
 - 1. Patching shall achieve security, strength, and weather protection, and shall preserve continuity of existing fire ratings.
 - 2. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute as to whether duplication is successful or has been achieved, the Owner's judgment will be final.

1.03 SUBMITTALS

- a. The Contractor shall submit written notice to the Owner requesting permission to proceed with cutting before any cutting, which affects:
 - 1. Structural integrity of any element of the Work.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of separate contractor.

- b. Include in request:
 - 1. Identification of the Work.
 - 2. Location and description of affected work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed work, and products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of separate contractor.
 - 7. Written permission of affected separate contractor.
 - 8. Date and time-work will be executed.
- c. Should conditions of work or schedule indicate change of materials or methods, the Contractor shall submit written recommendation to the Owner, including:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
- d. The Contractor shall submit 2 working days advanced written notice to the Owner designating the time the work will be uncovered.

1.04 MATERIALS

- a. Materials shall be as specified in the applicable sections of the specifications (and as required to match existing construction).

1.05 INSPECTION

- a. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, and excavating and backfilling.
- b. After uncovering work, inspect conditions affecting installation of new products.
- c. Beginning of cutting or patching means acceptance of existing conditions.

1.06 PREPARATION PRIOR TO CUTTING

- a. Provide shoring, bracing and support as required to maintain structural integrity.
- b. Provide protection for other portions of Project.
- c. Provide protection from elements.

1.07 PERFORMANCE

- a. Fit and adjust products to permit the finished installation to comply with specified tolerances and finishes.
- b. Perform cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- c. Perform cutting, associated structural reinforcing, and patching not required to be performed as part of the work of other Sections.
- d. Perform cutting, associated structural reinforcing, and patching to prevent damage to other work and to provide proper surfaces for the installation of materials, equipment, and repairs.
- e. Do not cut or alter structural members without prior approval of the Owner.
- f. Employ original installer or fabricator providing work under this Contract to perform cutting and patching for new:
 - 1. Weather -exposed and moisture-resistant products.
 - 2. Fireproofing.
 - 3. Finished surfaces exposed to view.
- g. Adjust and fit products to provide a neat installation.
- h. Finish or refinish cut and patched surfaces to match adjacent finishes. Paint over complete surface plane, unless otherwise indicated. Over patched wall or ceiling surfaces, paint to nearest cutoff line for entire surface, such as intersection with adjacent wall or ceiling, beam pilasters, or to neatest opening frame, unless otherwise indicated. Surfaces shall not present a spotty, touched-up appearance.

END OF SECTION 01045

SECTION 01070

SELECTIVE DEMOLITION

1.01 SUMMARY

This Section requires the selective removal and subsequent offsite disposal of all items identified or shown in the contract documents.

1.02 SUBMITTALS

- a. General: Submit the following in accordance with specification Section 01300 SUBMITTALS.
- b. Schedule indicating proposed sequence of operations for selective demolition work to the Owner for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
 - 1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 2. Coordinate with Owner's continuing occupation of portions of existing building and with Owner's partial occupancy of completed new addition.
- c. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

1.03 JOB CONDITIONS

- a. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's normal operations.
- b. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.
- c. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- d. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of Owner's

personnel and general public to occupied portions of building.

2. Erect temporary covered passageways designed by a Structural Engineer as required by phasing and coordination for continuous operation of this facility.
 3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain. Structural Engineer shall be employed to design such shoring.
 4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 5. Protect floors with suitable coverings when necessary.
 6. Construct temporary insulated dustproof partitions where required to separate areas where noisy dirty, or dusty operations are performed. Equip partitions with dustproof doors and security locks.
 7. Excessively noisy demolition operations, as determined by the Owner, may be prohibited during normal operating hours. These operations, when designated, shall be completed during non-operational hours.
 8. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building. Insulate all temporary weather barriers where possible.
 9. Remove protections at completion of work.
- e. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- f. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- g. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
- h. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

2. Maintain fire protection services during selective demolition operations.
- i. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

1.04 PREPARATION

- a. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 1. Cease operations and notify the Owner immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- b. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
- c. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 1. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4-inch studs, 5/8-inch drywall (joints taped & drywall painted to match existing condition or as directed by the Owner) on occupied side, 1/2-inch fire-retardant plywood on demolition side. Fill partition cavity with sound-deadening insulation.
 2. Provide weatherproof closures for exterior openings resulting from demolition work. Materials used for exterior weatherproof are to be fire-retardant.
- d. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 1. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

1.05 DEMOLITION

- a. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 1. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
 3. Provide services for effective air and water pollution controls as required by local

authorities having jurisdiction.

4. Demolish foundation walls to a depth of not less than 12 inches below existing ground surface. Demolish and remove below-grade wood or metal construction. Break up below-grade concrete slabs.
 5. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
 6. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel, or sand, free of trash and debris, stones over 6 inches in diameter, roots, or other organic matter.
- b. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Owner in written, accurate detail. Pending receipt of directive from the Owner, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

1.06 SALVAGED MATERIALS

- a. Salvaged Items: Where indicated on Drawings as "Salvage - Deliver to Owner," carefully remove indicated items, clean, store, and turn over to Owner and obtain receipt.
1. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance, remain property of Owner. Notify Owner's Representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

1.07 DISPOSAL OF DEMOLISHED MATERIALS

- a. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
- b. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
- c. Burning of removed materials is not permitted on project site.

1.08 CLEANUP AND REPAIR

- a. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 01070

SECTION 01317

BLASTING

1.01 DESCRIPTION

- a. Blasting will be permitted only when proper precautions are taken for the safety of all persons, the work, and the property. All damage done to the work or property shall be repaired at the Contractor's expense. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all state and local regulations and explosive manufacturer's instructions, with applicable approved permits reviewed by the Owner. Any approval given, however, will not relieve the Contractor of his/her responsibility in blasting operations.
- b. The Contractor shall employ a vibration consultant, approved by the Owner, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.
- c. In each distinct blasting area, where pertinent factors affecting blast vibrations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to the Owner for approval. This plan must consist of hole size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden, if any. The maximum explosive charge weights per delay included in the plan shall not be increased without the approval of the engineer.
- d. The Contractor shall keep a record of each blast fired --its date, time and location; the amount of explosives used, maximum explosive charge weight per delay period, and, where necessary, seismograph records identified by instrument number and location.
- e. These records shall be made available to the Owner on a daily basis or in tabulated form at other times as required.

1.02 OPERATIONS

- a. Blasting Operations. The required slopes or configurations shown on the plans or ordered shall be constructed in a safe and stable condition while ensuring the safety and convenience of the public.

All loose and unstable material, all breakage, and all potentially unstable rock slides, even if located beyond the payment lines, shall be removed or stabilized to the Owner's satisfaction during or upon completion of the excavation in each lift. Drilling of the next lift will not be allowed until this work has been completed. It shall then be the responsibility of the Contractor to perform all phases of this work to produce the required slopes.

Prior to commencing full-scale blasting operations, the Contractor shall demonstrate the adequacy of the proposed blasting plan by drilling, blasting, and excavating short test sections, up to 100 ft in length, to determine which combination of method, hole spacing, and charge works best. When field conditions warrant, as determined by the Owner, the Contractor may be allowed to use test section lengths more than 100 ft. Requirements for controlled and production blasting operations covered elsewhere in this specification shall also apply to the blasting carried out in conjunction with the test shots.

The Contractor will not be allowed to drill ahead of the test shot area until the test section has been excavated by the Owner. If the results of the test shot(s), in the opinion of the Owner, are unsatisfactory, then the Contractor shall adopt such revised methods as are necessary to achieve the required results. Unsatisfactory test shot results include and excessive flyrock, and/or violation of other requirements within these specifications.

All blasting operations, including storage and handling of explosives and blasting agents, shall be performed in accordance with the applicable provisions of the Standard Specifications and all other pertinent Federal, State and local regulations. Whenever explosives are used, they shall be of such character and in such amount as are permitted by the State and local laws and ordinances, and all respective agencies having jurisdiction over them.

The Contractor shall observe the entire blast area to guard against potential hazards before commencing work in the cut. The Contractor shall not be allowed to store explosives on the project site unless prior approval is granted by the Owner.

Drill hole conditions may vary from dry to filled with water. The Contractor will be required to use whatever type(s) of explosives and/or blasting accessories necessary to accomplish the specified results.

- b. Blasting Plan. The Contractor shall submit for approval its proposed drilling pattern and loading plan, hereinafter, referred to as the blasting plan. No drilling or blasting shall take place until approval is received from the Owner. The blasting plans shall be submitted at least fifteen working days prior to commencing drilling and blasting operations. The blasting plan shall include the following information.
1. Sequence and schedule of production blast rounds, including the general method of developing the excavation, lift heights, starting locations, estimated starting dates, estimated rates of progress, etc.
 2. Written evidence of the licensing, experience, and qualifications of the blaster who shall be directly responsible for the loading and firing of each shot.
 3. Name and qualification of the person responsible of the blaster who shall be directly responsible for designing and directing the Contractor's blasting operation.
 4. Name and qualifications of the independent seismologist or blasting consultant proposed for use in conducting pre-blast condition surveys.
 5. The seismologist or blasting consultant shall be subject to the Owner's approval.
 6. Name and qualifications of the independent seismologist or blasting consultant proposed for use in monitoring blast vibration. The seismologist or blasting consultant shall be subject to the Owner's approval.
 7. A sample of a previous vibration analysis or report or both shall be included with the qualifications.
 8. Listing of instrumentation which the seismologist or blasting consultant proposes to use to monitor vibrations together with performance specifications, instrumentation user's manual supplied by the manufacturer(s).
 9. A diagrammatic description of the "Typical Blasting Pattern" to be used for the required rock excavation, including the presplitting pattern if presplitting is required. This description shall include the spacing and depth dimensions for the holes drilled along the presplit lines (presplit holes) and for fragmentation charge holes (production holes). The relative position of the "free face" and the burden shall also be shown, along with the anticipated cap delays to be used at each hole in the pattern. An example of such diagrammatic plan is shown in Figure 1.
 10. A diagrammatic description of the loading plan for a "Typical Production Hole"

and, if presplitting is required on the project, for a “Typical Presplit Hole”. This description shall include for each type of hole the fuse and cap locations, the percent strength and type of primer, the proposed hole diameter, the percent strength and type of explosives, with brand name and density of explosive, and the anticipated location and depth of stemming. An example of such a diagrammatic plan is shown in Figure 2.

11. Sub-drilling depth; amount of explosives, primers and initiators in each hole; initiation sequence of blast holes including delay times and delay system; and manufacturer’s data sheet for all explosives, primers, and initiators to be used.

The blasting plan is required. It shall form the basis for all blasting operations on the project. If, in the judgment of either the Owner or the Contractor, changes in the plan appear to be necessary, drilling or blasting operations shall be suspended and a revised plan shall be submitted to the Owner reflecting the proposed changes. No Further drilling or blasting shall take place until the approval of the revisions is received from the Owner.

Approval of the blasting plan will not relieve the Contractor of full and complete, responsibility for the results of the blasting operations. The Contractor also has full responsibility for the accuracy and adequacy of the blasting plan when implemented in the field.

- c. Blasting Log. A blasting log must be completed daily for every primary blast, and copies must be provided to the Owner. An example of a typical blasting log is shown in Figure 3. The blasting contractor may use a different format for its blasting log subject to the approval of the Owner.
- d. Blast Vibration Control and Monitoring. The Contractor shall be required to comply with the blasting vibration limits established herein. The vibration limits shall be incorporated in the Contractor’s blasting plan. The Contractor shall provide for monitoring of the blasting vibrations (both ground and air concussions) produced as a result of the construction activities and shall provide a Pre-Blast Condition survey of structures. The Contractor shall adjust the blasting plan and procedures to maintain the vibration limits specified herein and to minimize vibration-related claims and complaints.
 1. Vibration Limits. Ground limits. The maximum peak particle velocity (PPV) of ground vibration, in any of the three mutually perpendicular components of particle velocity, for above-ground, residential structures shall not exceed the following limits:

Ground Vibration Limits for Residential Structures
Maximum PPV, mm/s (in/s)

| Type of Structure | Frequencies Below 40 Hz | Frequencies 40 Hz or Greater |
|---|-------------------------|------------------------------|
| Modern Homes - Drywall Interiors | 19 (0.75) | 50 (2.0) |
| Older Homes - Plaster on Wood Lath for Interior Walls | 13 (0.50) | 50 (2.0) |

The Maximum PPV of ground vibrations, in any of the three mutually perpendicular components of particle velocity, for non-residential structures shall not exceed 50 mm/s (2.0 in/s).

The maximum PPV of ground vibrations, in any of the three mutually perpendicular components of particle velocity, for underground utilities shall not exceed mm/s (2.0 in/s). Buried pipelines and other utilities, owned by private utility companies are sometimes subject to lower limiting values imposed by the owner. The Contractor shall verify the maximum allowable of ground vibrations allowed by the individual utilities.

Deteriorated structures or utilities, structures housing computers or other sensitive equipment, and manufacturing processes that are sensitive to vibrations may require lower PPV limits than stated in this specification. If lower limits are required, a special provision describing the limits or conditions required will be included in the proposal.

The Contractor shall not conduct blasting operations within 6 m (20 ft) of newly placed concrete regardless of the age of the concrete. For blasting greater than 6 m (20 ft) away from new concrete, the following PPV ground vibration limits shall apply.

Ground Vibration Limits for New Concrete
Maximum PPV, mm/s (in/s)

| Distance to Blasting m (ft) | Type I Concrete | | Type II Concrete | |
|--------------------------------|-----------------|-----------|------------------|-----------|
| | <24 h | >24 h Old | <24 h | >24 h Old |
| 6 - 15 (20 - 50) | 50 (2.0) | 100 (4.0) | 38 (1.5) | 75 (3.5) |
| 15 - 45 (50 - 150) | 38 (1.5) | 88 (3.5) | 25 (1.0) | 63 (2.5) |
| > 45 (150) | 25 (1.0) | 75 (3.0) | 13 (0.5) | 50 (2.0) |

Type I concrete construction shall be considered to be concrete that is not designed to undergo structural bending or deflection. In general, a concrete section shall be considered Type I if the vertical dimension is not more than twice the horizontal dimension. Examples, of Type I concrete construction are fill or mass concrete, spread footings, and slabs cast on grade. Type II concrete construction shall be considered to be concrete that is not Type I, and includes structural walls and slabs over an open span.

2. Air Concussion. The Contractor shall conduct all blasting activities in such a manner that the peak airblast overpressure at all above-ground, occupied structures in the vicinity of blasting does not exceed 128 db.

If blast induced ground vibrations exceed the limits for maximum PPV, then alternative rock excavation techniques may be necessary. All non-explosive, methods of rock excavation are subject to approval by the Owner.

- e. Seismologist or Blasting Consultant. The Contractor will be required to retain a seismologist or blasting consultant to monitor, record, analyze, and report the seismic vibrations being caused by blasting activities. The name and resume of qualifications of the

seismologist or blasting consultant shall be submitted to the Owner for approval. No drilling or blasting shall take place until such approval is given. The seismologist or blasting consultant shall not be an employee of the Contractor, subcontractor, explosives manufacturer or explosives distributor.

1. **Seismologist or Blasting Consultant Qualifications.** The seismologist or blasting consultant shall be experienced in the subject of vibrations emanating from construction activities. The seismologist or blasting consultant shall be qualified to thoroughly analyze seismic parameters of the energy source, the energy transmission path, the recording site, and the ground motion spectra. The minimum qualifying requirement to perform the necessary documentation and analysis is a Bachelor of Science degree with accredited course work in at least three of the following disciplines: Seismology, Geophysics, Geophysical, Data Processing, Geomechanics, Geophysical Engineering, Vibration Engineering, Soil and/or Rock Mechanics, Foundation and a Explosive Engineering, Advanced Calculus, and Time-Series (Fourier) Analysis.
 2. **Seismologist or Blasting Consultant Duties.** The seismologist or blasting consultant shall direct and instruct the Contractor in its operations to control vibrations within acceptable levels. The seismologist or blasting consultant shall be in charge of making the pre-blast and post-blast surveys and, unless otherwise permitted in writing, shall be present at the site of the blasting during all blasts. The seismologist or blasting consultant shall provide and use all necessary equipment to observe and record vibrations to ascertain that acceptable levels of vibrations are not exceeded. The seismologist or blasting consultant shall monitor, report findings, and submit recommendations on a daily basis to the Owner. The seismologist or blasting consultant shall determine the level of observed vibrations attributed to the project's blasting activities and their subsequent effect on surrounding structures.
- f. **Pre-blast Condition Survey.** The seismologist or blasting consultant shall conduct a pre-blast condition survey of all existing structures and conditions on the site, adjacent to the site, or in the vicinity of the site. This survey shall extend to such structures or conditions as may be affected by the Contractor's construction operations. As a minimum, condition surveys shall be performed on all structures, including swimming pools and mobile homes, within 1000 ft of anticipated blasting areas.

The pre-blast condition survey shall consist of a written description of the interior and exterior condition of each of the structures examined. Descriptions shall locate any existing cracks, damage, or other defects and shall include such information so as to make it possible to determine the effect, if any, of the construction operations on the defect. Where significant cracks or damage exist, or for defects too complicated to describe in words, photographs shall be taken. A good quality videotape survey with the appropriate audio description of locations, conditions, and defect can be used. Prior to the start of work, a copy of the pre-blast condition survey shall be submitted to the Owner for review.

The seismologist or blasting consultant shall give written notice to the owner of the property concerned, tenants of the property, and any representative of local authorities required to be present at the pre-blast survey. The notice shall state the dates on which Survey's are to be made. Copies of all notices shall be provided to the Owner.

Prior to the start of blasting activities, the Contractor shall place an advertisement in the local newspaper and provide a notice to adjacent property owners or tenants identifying the project, blasting contractor, site location, warning signals, and precautions being taken by

the blasting contractor to minimize disturbance to residents.

- g. Post-blast Condition Survey. Upon completion of all earth/rock excavation and blasting work, the Contractor shall conduct a post-blast survey of the properties, structures, and conditions for which pre-blast condition surveys were made as well as any properties or structures for which complaints of damage have been received or damage claims have been filed. Notice shall be given to all interested parties so that they may be present during the final examination. Records of the final examination shall be distributed the same as the original pre-blast condition survey.
- h. Vibration Monitoring Instrumentation. All vibration monitoring instrumentation proposed for use on this project by the Contractor shall comply with the following requirements:
1. Measure, display, and provide a permanent record on a strip chart of particle velocity components.
 2. Measure the three mutually, perpendicular components of particle velocity in directions vertical, radial, and perpendicular to the vibration source.
 3. Have a velocity frequency response of 2 Hz to 150 Hz, and be capable of measuring PPV of up to 250 mm/s (10 in/s).
 4. All seismographs used on the project shall display the date of the most recent calibration.
 5. Calibration must have been performed within the last 12 months and must be performed to a standard traceable to the National Institute of Standards and Technology.
- i. Report of Monitoring Results. Following each blast, the Contractor shall immediately report the measured vibrations to the Owner. In the event seismic vibrations caused by the Contractor's operations approach the established limits for this project, the Owner may require the Contractor to modify the blasting operations to reduce the vibrations. If the seismic ground vibration or air concussions or both ground vibration and air concussions caused by the Contractor's blasting operation attain or surpass the established limits, the operations shall cease. Blasting shall not be resumed until measures have been taken to reduce, to the satisfaction of the Owner, the produced vibrations and/or air concussions below the established limits. The seismologist or blasting consultant should assist the Contractor in the design of the Contractor's blasting to eliminate the problems and to avoid liability claims.
- Within 24 hours following each blast, the Contractor shall submit to the Owner in writing the following items:
1. Details of the round as shot to include the information shown on the sample blasting log.
 2. Results of blast monitoring at each instrument location including PPV in millimeters per second (inches per second), as well as a copy of the strip chart recording for each monitoring location, marked with the date, time, location of the equipment, and signature of seismograph operator.
- j. Pre-blast Meeting. A pre-blast meeting shall be held at least five working days prior to the start of any blasting activities. The purpose of the meeting shall be to review the blasting procedures and vibration monitoring requirements and to facilitate coordination between all parties involved. Individuals attending the pre blast meeting should include the Contractor, the Contractor's seismologist or blasting consultant, the Contractor's blaster, the Owner, the Airport Operations Supervisor, representatives from the FAA Air Traffic Control Tower and Airways Facilities, any utility affected by the blasting operation, and any other personnel the

Owner or the Owner deems appropriate.

- k. Blast Scheduling. The Contractor shall notify the Owner of blast round schedules in accordance with the following requirements.
1. At least 96 hours in advance of the start of blasting operations to allow the Airport to issue the appropriate NOTAMs 72 hours in advance of the blasting.
 2. At least 24 hours in advance, notification of estimated time of blast.
 3. At 60 minutes prior to a blast, stand-by notification.
 4. 15 minutes to 30 minutes prior to communication with tower via Airport Operations to get exact blast window.
- l. Warning Signals. Adequate warning signals shall be given to all personnel in proximity to the blast site at least three minutes in advance of each blast. The Contractor shall use sirens or horns or both sirens and horns with sufficient intensity such that they can be heard for a minimum distance of 1,000 ft.
- m. Fly Rock Control. Before the firing of any blast in areas where flying rock or debris may result in personal injury or damage to property, the rock to be blasted shall be covered with appropriate blating mats, soil, or other equally serviceable material to prevent flyrock. The method of flyrock control shall be subject to approval by the Owner.
- n. Pre-splitting. The Contractor shall determine if presplitting will be required. Rock slopes are designed at a slope of 2:1 (horizontal to vertical). The rock is 10 ft or more in depth above the subgrade, measured along the slope.

Pre-splitting is defined as the establishment of a free surface of a shear plane in rock by the controlled usage of explosives and blasting accessories in appropriately aligned and spaced drill holes so that the resulting split rock is not affected by subsequent blasting and excavation operations adjacent thereto. The purpose of presplitting is to minimize damage to the rock backslope and to help ensure long-term stability. When presplitting, the detonation of the presplit line shall be before the detonation of any production holes. Production blasting refers to the main fragmentation blasting resulting from more widely spaced production holes drilled throughout the main excavation area adjacent to the presplit line. Production holes shall be detonated in a controlled delay sequence.

No payment will be made for additional excavated quantity caused by offsetting of presplit holes beyond the specified presplit lines in the top or successive lifts.

Pre-splitting holes in successive lifts shall be designed to offset 2 ft inside of the previously presplit face.

Before placing the charge, each hole will be inspected and tested for its entire length to ascertain the possible presence of any obstructions. No loading will be permitted until the hole is free of all obstructions for its entire depth. All necessary precautions shall be exercised so as to prevent debris from falling into holes prior to loading and so that the placing of the charge does not cause caving of material from the walls of the hole.

The spacing of the blast holes specified above, the distribution and type of explosives, methods of detonation, and blasting techniques specified below shall be adjusted as necessary according to the breakage characteristics and structure of the bedrock encountered so as to presplit the rock along the required face.

Results of pre-splitting shall be exposed for the Owner's examination and evaluation. Based

upon the Owner's judgment of results obtained during the progress of the excavation, changes ordered in drilling or blasting methods shall be implemented by the Contractor.

Continuous column cartridge explosives manufactured especially for presplitting shall be used for all presplitting. The maximum diameter of explosives used in presplit holes shall not be greater than one-half the diameter of the pre-split hole, unless otherwise approved. The bottom charge of a presplit hole may be larger than the line charges but shall not be large enough to cause overbreak. The upper portion of all presplit holes, from the top most charge to the hole collar, shall be stemmed. Unloaded and unstemmed guide holes (gas release holes), when used between presplit holes, shall be drilled in the same place and to the same tolerance as the presplit holes. The guide holes shall extend the full depth of the lift, unless otherwise permitted.

If pre-splitting charges are fired with detonating cord, the cord shall extend the full depth of each hole. Stemming material shall be clean stone chips or other approved angular, granular material as shown in Table 1.

Table 1 - Required Grading or Stemming Material

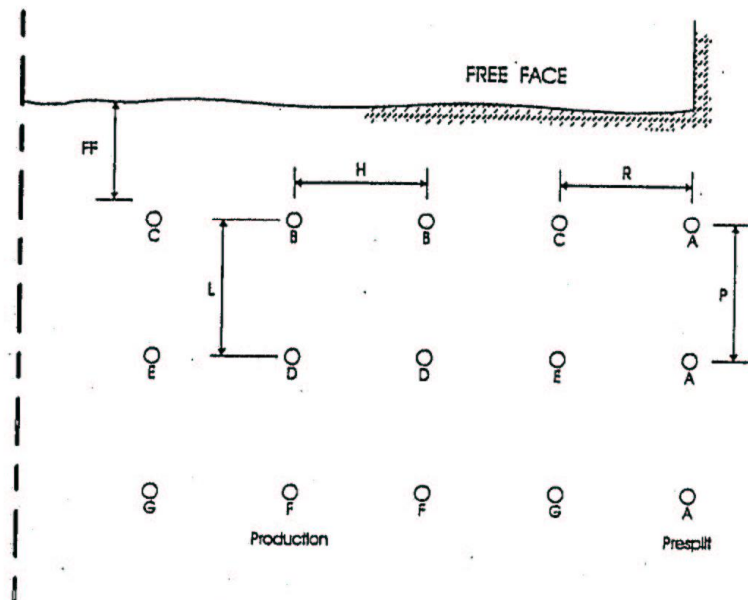
| Sieve Size | Percentage by Weight Passing |
|-------------------|------------------------------|
| 3/8 inch (9.5 mm) | 100 |
| No. 4 (4.75 mm) | 20 – 25 |
| No. 8 (2.36 mm) | 0 – 10 |

All presplit holes may be detonated simultaneously or delayed providing the hole to hole delay is no more than 25 milliseconds. The detonation of presplit charges shall precede the detonation of adjacent fragmentation charges within the section by a minimum of 25 milliseconds.

The line of blast holes immediately adjacent to the presplitting slope holes shall be drilled 4 ft from and on a plane approximately parallel to the plane of the presplitting slope holes. No portion of these holes or any other blast holes will be permitted closer than 4 ft to the presplit lines. All precautions as necessary shall be taken so as to avoid fracturing the rock beyond the presplit face.

The Contractor may use cushion (trim) blasting if conditions warrant it and if, in the opinion of the Owner, satisfactory results are obtained during the test shots.

Cushion blasting is similar to presplitting except that the detonation along the cut face shall be performed after the detonation of all production holes. Difference in delay time between the trim line and the nearest production row shall not be greater than 75 milliseconds nor less than 5 milliseconds. With the exception of the above criteria, requirements previously given for presplitting shall also apply to cushion blasting.



DEPTH
TO _____ m (ft)
OVER _____ m (ft)

HOLE DIAMETER
_____ mm (in)
_____ mm (in)

PATTERN DIMENSIONS, METERS (FEET)
P= _____ m (ft): PRESPLITTING HOLE SPACING
R= _____ m (ft): FRONT ROW OFFSET
H= _____ m (ft): SPACING PARALLEL TO FREE FACE
L= _____ m (ft): SPACING PARALLEL TO PRESPLIT FACE
FF= _____ m (ft): DISTANCE TO FREE FACE

CAP DELAYS (NO.)
A= (CAP NO. 0, 1, 2, 3, ETC.)
B=
C=
D=
E=
F=

FIGURE 1 - TYPICAL BLASTING PATTERN

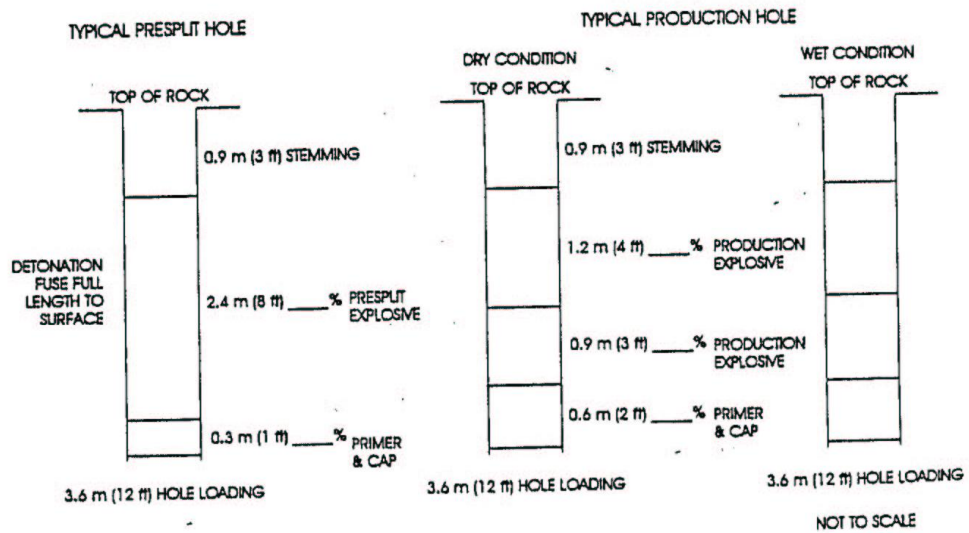


FIGURE 2 - SAMPLE LOADING PLAN

**FIGURE 3
BLASTING LOG (English)**

NHDOT Project Name _____

Federal Project No. _____ State Project No. _____

1. Company Name: _____

2. Location of Shot (Stations): _____

3. Shot Number: _____ 4. Time: _____ 5. Date: _____

6. Weather: _____

7. Wind Direction: _____ 8. Temperature: _____

9. Distance & Direction to Nearest Structure: _____ & _____

10. Depth of Water (ft): _____

11. Total Explosives Allowed Per Delay Period:

$$\text{Weight of Explosive(s) (lb)} = \left[\frac{\text{Distance in Feet}^*}{50} \right]^2 = \underline{\hspace{2cm}}$$

* Distance is to the nearest structure.

12. Diameter of Holes (in): Production _____ Presplit _____

13. Depth of Holes (ft): _____

14. Total Number of Holes: _____

15. Drill Pattern - Burden times Spacing (ft): _____

16. Type and Height of Stemming (ft): _____

17. Depth of Sub-Drilling (ft): _____

18. Mats or Other Protection Used: _____

19. Types of Explosive(s) Used: Presplit _____

Production _____

20. Density of Explosive(s) Used: _____

21. Kind of Delay Periods: _____

22. Total Number of Delay Periods: _____

23. Length of Delay Periods (milliseconds): _____

24. Total Amount of Explosives Used (lbs): _____

25. Maximum Number of Holes Per Delay Period: _____

26. Maximum Amount of Explosive(s) Per Delay Period (lbs): _____

FIGURE 3 (continued)

27. Powder Factor = $\frac{\text{Pounds of Explosives Per Hole}}{\text{Cubic Yards of Rock Per Hole}}$

Powder Factor (lbs/yd³) = _____

28. Scale Distance = $\frac{\text{Distance in Feet}}{\sqrt{\text{Weight Per Delay Period in Pounds}}}$

Scale Distance = _____

29. Method of Firing: _____

30. Number of Series Circuits: _____

31. Location of Seismograph: _____

a. Distance from Shot and Direction: _____

b. Person Taking Reading: _____

c. Seismograph Reading: _____

d. Peak Sound Pressure Levels: _____

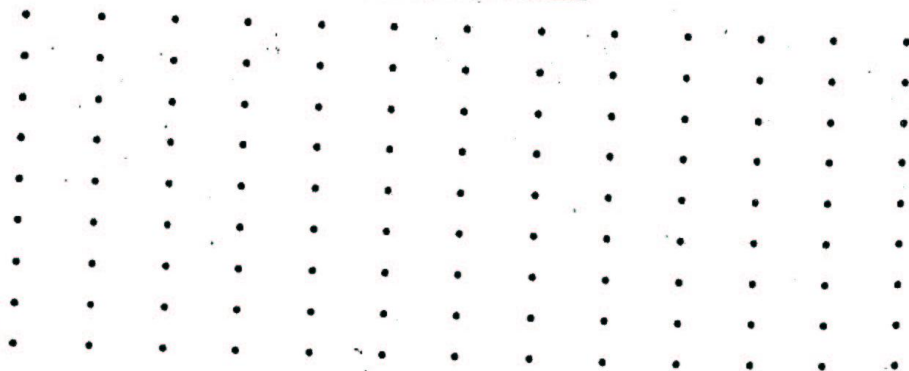
e. Vibration Measurements: _____

Transverse

Vertical

Longitudinal

DIAGRAM OF SHOT



Name of Blaster: _____

License Number of Blaster: _____

END OF SECTION 01317

SECTION 01510

TEMPORARY FACILITIES

1.01 SUMMARY

This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection. *All costs associated with temporary facilities are to be paid by the Contractor until substantial completion. The Contractor is to set up a separate new account with all utility agencies for billing purposes. Utility billed invoices are to be addressed and paid by the Contractor under this new account.*

- a. Temporary utilities required include but are not limited to:
 - Water service and distribution.
 - Temporary electric power and light.
 - Telephone service.
 - Storm and sanitary sewer.
- b. Temporary construction and support facilities required include but are not limited to:
 - Temporary heat.
 - Field offices and storage sheds.
 - Temporary roads and paving.
 - Sanitary facilities, including drinking water.
 - Dewatering facilities and drains.
 - Temporary enclosures.
 - Hoists and temporary elevator use.
 - Temporary Project identification signs and bulletin boards.
 - Waste disposal services.
 - Rodent and pest control.
 - Construction aids and miscellaneous services and facilities.
- c. Security and protection facilities required include but are not limited to:
 - Temporary fire protection.
 - Barricades, warning signs, lights.
 - Sidewalk bridge or enclosure fence for the site.
 - Environmental protection.
 - Temporary security fence.

1.02 SUBMITTALS

- a. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- b. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the Work.

1.03 QUALITY ASSURANCE

- a. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:

Building Code requirements.
Health and safety regulations.
Utility company regulations.
Police, Fire Department and Rescue Squad rules.
Environmental protection regulations.
Federal Aviation Administration.

- b. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."

Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.

For detour roads and maintenance of traffic, refer to applicable sections of the NHDOT standard specifications for road and bridge construction.

- c. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- d. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

- a. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
- b. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

1.05 MATERIALS

- a. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- b. Lumber and Plywood:

All lumber used for temporary enclosures shall be UL labeled, fire treated lumber and plywood for framing, sheathing and siding.

For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated.

For fences and vision barriers, provide exterior type, minimum 3/8" thick plywood.

For safety barriers, sidewalk bridges and similar uses, provide minimum 5/8" thick exterior plywood.

- c. Gypsum Wallboard: Provide gypsum wallboard complying with requirements of ASTM C 36 on interior walls of temporary offices.
- d. Roofing Materials: Provide UL Class "A" standard weight asphalt shingles complying with ASTM D 3018, or UL Class "C" mineral surfaced roll roofing complying with ASTM D 249 on roofs of job- built temporary offices, shops and sheds.
- e. Paint:

For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer.

For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer.

For interior walls of temporary offices, provide two coats interior latex flat wall paint.
- f. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- g. Water: Provide potable water approved by local health authorities.
- h. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts. Fence posts may be mounted to concrete filled barrels to allow for ease of movement and for not destroying any tarmac or other paved areas.

1.06 EQUIPMENT

- a. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- b. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
- c. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- d. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- e. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages on all lights. Provide exterior fixtures where exposed to moisture.

- f. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- g. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- h. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
- i. First Aid Supplies: Comply with governing regulations.
- j. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.07 INSTALLATION

- a. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- b. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

1.08 TEMPORARY UTILITY INSTALLATION

- a. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.

Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

- b. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.
- c. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
- d. Sterilization: Sterilize temporary water piping prior to use.

- e. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

Except where overhead service must be used, install electric power service underground.

- f. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- g. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.

Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

- h. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.

At each telephone, post a list of important telephone numbers. Follow OSHA requirements for emergency numbers.

Each prime contractor shall provide an answering machine at the jobsite and each prime contractor shall have a fax machine in the temporary office.

- i. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.

Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.

Connect temporary sewers to the municipal system as directed by the sewer department officials.

Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

Provide earthen embankments and similar barriers in and around excavations and sub grade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

1.09 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- a. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.

Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

Provide incombustible construction for offices, shops and sheds located within the construction area, as indicated on the phasing plan. Comply with requirements of NFPA 241.

- b. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- c. Heating/Cooling Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

The General Contractor shall provide and pay for all temporary heat (to maintain a minimum 45 degrees Fahrenheit space temperature in work areas). In those areas occupied by the Owner, area temperatures shall be maintained between 65 and 75 degrees Fahrenheit. All temporary heat that may be required for the protection of the Work shall be provided by the General Contractor, until such time that the Designer may allow the use of the permanent heating system. If the use of the permanent systems is allowed, the Mechanical Contractor shall maintain, protect and service all such equipment during the construction period (at the General Contractor's expense).

Regardless of the reason for preliminary operation, the guarantees specified under the respective Sections of the Specification for systems or equipment will not be changed or voided in any way due to such prior use. Refer to Division 1 - "General Requirements" for specific directions. Any expenses to extend warranties to one year from substantial completion shall be borne by the General Contractor if equipment is used for temporary heat.

If the permanent heating/cooling system is operated and used for temporary heat/cooling, the Mechanical Contractor shall provide (at the General Contractor's expense) filters for the affected equipment on a weekly basis. The filters shall be medium efficiency pleated type equal to Farr 30/30 of the depth equal to the filter rack and shall be sprayed with "Filter Coat." At the completion of the project, a new set of filters shall be installed. Infiltration of dust, smoke, drywall sandings and other construction related contamination is to be prevented. Failure to comply will require that the existing ductwork be cleaned of all contaminants resulting from the construction.

The Contractor shall have the option of using permanent heating/cooling equipment after all drywall sanding is completed and proper protection and filtration has been installed. The Contractor also agrees to extend the manufacturer's warranty for the equipment for the time used during the construction process. The Contractor also agrees to clean all equipment, grills and controls, and to replace damaged or worn out parts, including but not limited to, filters, pulleys, belts, etc.

- d. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly

for use for small progress meetings. Furnish and equip offices adequately and as required to operate in an efficient manner.

- e. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.
- f. Temporary Paving: Construct and maintain temporary roads and paving to adequately support the anticipated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Civil Engineer.
- g. Paving:

Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.

Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas that are without damage or deterioration when occupied by the Owner.

Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.

Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.
- h. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- i. Toilets: Use of the Owner's existing toilet facilities will not be permitted.

Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- j. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
- k. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

- l. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
- m. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.

Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.

Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.

Where ticket counters are being reused for the temporary Regional Hold Room, provide all required conduit and wiring for power, data and communications.

Any temporary wall that will not be removed in less than 5 working days shall be painted, color as selected by Architect.

- n. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- o. Temporary Elevator Use: Provide temporary elevators in accordance with rules, regulations and safety requirements of current building codes, OSHA safety requirements, local, state and federal laws.
- p. Project Identification and Temporary Signs: See "Signage Package" for temporary signs. Do not permit installation of unauthorized signs.
- q. Temporary Exterior Lighting: Install exterior yard and sign lights so that signs are visible when Work is being performed.
- r. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- s. Rodent and Pest Control: Before deep foundation Work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and

their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

- t. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

1.10 SECURITY AND PROTECTION FACILITIES INSTALLATION

Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.

- a. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

Store combustible materials in containers in fire-safe locations.

Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

- b. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- c. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- d. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- e. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- f. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site. Proper storage, handling, and

disposal of hazardous materials are required at temporary facilities, and TSA will inspect temporary facilities during biweekly and rain event inspections. Additionally, installation and maintenance erosion and sediment controls may be necessary dependent upon site conditions. These controls should be included in the Contractor's submittal of the Temporary Erosion and Sediment Control Plan.

1.11 OPERATION, TERMINATION AND REMOVAL

- a. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- b. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.

- c. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- d. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

Replace air filters and clean inside of ductwork and housings.

Replace significantly worn parts and parts that have been subject to unusual operating conditions.

Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 01510

SECTION 01520

FIELD OFFICE EQUIPMENT

1.01 DESCRIPTION

- a. This Section provides for field office equipment, supplies, and vehicle for use by the Owner during the life of the project and describes the requirements for furnishing and installing construction facilities and temporary controls.

1.02 FIELD OFFICE EQUIPMENT

- a. Equipment required for use by the Owner:
 1. Contractor to provide a computer to be used by the designated resident engineer assigned for this contract. Specifications for this computer must meet at a minimum the following requirements:

- Intel Pentium-IV 2.8GHZ Processor
- 512 K Cache memory
- 512 MB RAM Memory
- 80 GB Hard Drive
- 1.44 MB Floppy Drive
- 10/100 Ethernet Network Interface Controller
- 128 MB PCI Video Controller
- 17" SVGA Color Monitor
- Enhanced Keyboard
- MS Mouse
- CD-R/W Drive
- *Windows XP with Microsoft Office 2000*

This computer shall be available to be used by the Owner's representative assigned for this contract within 5 days from Notice to Proceed until 30 days after contract closeout as mutually agreed upon by the owner and the contractor.

All information stored on that computer is the property of the owner. Unauthorized tampering with this information will constitute a breach of contract. All information stored on this computer by the resident engineer will be transferred to the owner within 30 days after contract closeout as mutually agreed upon by the owner and the contractor. The computer will be returned to the contractor with the same information as received.

Specifications for this computer must be submitted by the contractor for approval within 5 days from date of contract award.

2. The contractor shall provide for use by the Engineer, a current model 4 door 4 wheel drive or approved equal with automatic transmission and A/C. The contractor shall provide all necessary insurances, registration, fees, maintenance, and a light beacon. Fuel for the vehicle shall be provided by the Owner.

This vehicle shall be available to be used by the Owner's representative assigned for this contract from the day of Notice to Proceed until contract closeout as mutually agreed upon by the owner and the contractor. The vehicle shall be available to be used by the Owner's representative assigned for this contract within five (5) days from Notice to proceed until thirty (30) days after the closeout as mutually agreed upon by the Owner and the Contractor.

Specifications for this vehicle must be submitted by the contractor for approval within 5 days from date of contract award.

1.03 PAYMENT

- a. Cost for providing a field office vehicle, equipment and supplies as outlined under 1.02 will be incidental to the overall contract price. Contractors are to include these costs in their overall contract price regardless whether the contract is a lump sum contract or unit price contract with or without a mobilization line form.

END OF SECTION 01520

SECTION 01550

TEMPORARY ROADS AND ACCESS

1.01 DESCRIPTION

- a. Provide temporary roads and drainage required to maintain access to all areas of the project including the field trailers throughout all weather conditions.
- b. Access to the site for workmen and the delivery or removal of construction materials and/or equipment shall be made only from locations approved by the Owner. Existing roads, lanes and other required fire access shall remain accessible to fire vehicles at all times. Hauling permits and route approvals shall be obtained from governing authorities as applicable.

END OF SECTION 01550

SECTION 01710

CLEANING

1.01 DESCRIPTION

- a. This Section describes the requirements for cleaning.
 - 1. Keep premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
 - 2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces; leave Project clean and ready for occupancy.

1.02 MATERIALS

- a. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- b. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

1.03 COORDINATION

- a. **The Contractor shall assume all financial responsibilities incurred by the Airport, its tenants, and/or customers in the event life safety systems of the Airport are activated by Contractor's cleaning activities (e.g. sweeping dust and tripping a smoke alarm).**
- b. The Contractor shall coordinate cleaning activities with the Owner. The Contractor shall comply with all Airport policies regarding cleaning activities.

1.04 CLEANING DURING CONSTRUCTION

- a. Keep premises and public properties free from accumulations of waste materials and rubbish.
- b. Wet down materials and rubbish to lay dust and prevent it from blowing.
- c. At least once a week, or sooner if required, clean site and public properties, and dispose of waste materials, debris and rubbish off the site in a legal manner. Remove combustible materials such as paper and cardboard daily.
- d. Provide on-site containers for collection of waste materials, debris and rubbish. Provide a collection can at each location used as an eating area. Pick up all garbage daily.
- e. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas off Owner's property. Do not bury or burn waste materials at the site.
- f. Vacuum clean interior areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy.
- g. All rubbish shall be lowered by way of chutes or taken down on hoists or lowered into receptacles. Under no circumstances shall rubbish or waste be dropped or thrown from one

level to another within or outside the building.

- h. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet newly painted surfaces.

1.05 FINAL CLEANING

- a. Employ experienced workmen or professional cleaners for final cleaning.
- b. In preparation for Substantial Completion or Occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- c. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior finished surfaces; polish bright surfaces to shine finish.
- d. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
- e. Broom clean paved surfaces; rake clean other surfaces of grounds.
- f. Keep Project clean until it is occupied by Owner.
- g. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment, remove excess lubrication and other substances.
- h. Replace all used filters.
- i. Clean non-occupied spaces and limited-access spaces (such as plenums, shafts, equipment vaults, attics, and similar spaces) broom clean and free of surface dust.
- j. Vacuum clean carpeted surfaces and similar soft surfaces.
- k. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
- l. Clean light fixtures and lamps so as to function with full efficiency.
- m. Wash exterior surfaces to remove dirt, dust, efflorescence and stains.
- n. Except as otherwise indicated or requested by Owner, remove temporary protection devices and facilities.
- o. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage system; remove waste materials from site and dispose of in a lawful manner.
- p. Where extra materials of value remain dispose of these to Owner's best advantage as directed.
- q. Clean all electronic detectors so as to function with full efficiency.

END OF SECTION 01710

Manchester – Boston Regional Airport Project Documents

City of Manchester - Department of Aviation

GENERAL CONDITIONS



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GENERAL CONDITIONS

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SECTION 00710

DEFINITION OF TERMS

DESCRIPTION

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHTO

ACCEPTANCE. “Acceptance” is when the Owner determines that all of the contract requirements have been completed (based on the closeout procedures set forth herein). A copy of Owner’s acceptance will be sent to the Contractor. Upon receipt of the acceptance, the Contractor will be relieved of the duty of maintaining and protecting the work. After acceptance of the work, the Owner will initiate final settlement and payment in accordance with state statutes.

ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

ACT OF GOD. “Act of God” means an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the norm as established by NOAA weather data.

ADDENDUM. A document issued by the Owner during the bidding period which modifies, supersedes, or supplements the original contract documents.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

AIR OPERATIONS AREA (AOA). For the purpose of these specifications, 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 operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

ARCHITECT/ENGINEER. When designated, the Architect/Engineer shall mean the Owner's duly authorized representative to the Contractor with respect to this project during construction and until the final completion of the Project.

ASTM. The American Society for Testing and Materials.

AUTHORITY. The term, where used herein, shall mean the Manchester – Boston Regional Airport (MHT).

AWARD. The acceptance, by the Owner, of the successful bidder’s proposal.

AWARDING AUTHORITY OR AGENT OF CITY. The person or group authorized by the Owner to award the Contract.

BENEFICIAL OCCUPANCY. The right of the Owner to occupy all or any portion of the project prior to final completion of the work. Such occupancy does not constitute acceptance or substantial completion by the Owner of the work or any portion thereof, nor will it relieve the Contractor of the responsibility for correcting the defective work or materials at any time before acceptance of the work.

BID. The offer of the bidder to perform the work when made out and submitted on the prescribed bid form, properly executed and guaranteed (see PROPOSAL).

BID FORM. The approved form upon which the Owner requires a formal bid be prepared and submitted for the work (see PROPOSAL).

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

CALENDAR DAY. Every day shown on the calendar.

CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. This order may contain one or several Cost Proposals.

CONSTRUCTION CHANGE DIRECTIVE. The form and procedure established when the Owner and the Contractor are not in total agreement on the terms of a Cost Proposal Request. The Owner may issue a Construction Change Directive instructing the Contractor to proceed with the change in the Work, for subsequent inclusion in a Change Order.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

CONTRACT BOND. The approved form of security furnished by the Contractor and his/her Surety as a guarantee of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the plans, specifications, and contract; this may include either or both a payment bond and a performance bond.

CONTRACT DOCUMENTS. All documents listed in the Contract Agreement as being component parts of the Contract Documents. Also, all applicable Federal and State laws, Municipal ordinances, and Rules and regulations of all authorities having jurisdiction over construction of the Project shall be deemed to be included in the Contract Documents the same as therein written out in full.

CONTRACT DRAWINGS. “Contract drawings” or “drawings” means and includes (a) all drawings which have been prepared on behalf of the Owner and are included in the Contract Documents and all modifying drawings issued by addenda thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor with his/her proposal to the Owner during the progress of the work which are accepted by the Owner; and (c) all drawings submitted by the Owner to the Contractor during the progress of the work.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

COST PROPOSAL. The form and procedure established to identify and communicate the cost related to changes in the Work for consideration and approval prior to inclusion in a Change Order.

CRITICAL PATH METHOD (CPM). “Critical path method” is a schedule technique.

DAY. “Day” or “working day” means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

DIRECTED. “Directed,” “designated,” “permitted,” “required,” “accepted,” and words of like import, wherever and in whatever manner used, with or without reference to the Owner, means as directed, designated, permitted, required, and accepted by the Owner.

DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance. Also, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner to be necessary to complete the work within the intended scope of the contract as previously modified.

FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto prepared and issued by the General Services Administration of the Federal Government.

FIELD INSTRUCTION. Is an instruction given during the course of the work.

FINAL COMPLETION. “Final completion” is that point in the contract as determined by the Owner through a final inspection that the Contractor has completed all physical work and is ready to prepare for final closeout and acceptance as prescribed herein. All work is complete, accessible, operable, and usable by the Owner, all parts, systems and site work are 100% complete and cleaned for the Owner's use. The Owner will issue a certificate of final completion.

FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

GENERAL NOTES. The written instructions, provisions, conditions, or other requirements appearing on the drawings, and so identified thereon, which pertain to the performance of the work.

HEREIN. “Herein,” “hereinafter,” and words of similar import shall refer to the contract documents.

INFORMATION NOTICE. The form and procedure established to transmit information to the Contractor from the Owner to clarify or interpret the contract documents and to notify the Contractor of changes in the work.

INSPECTOR / RESIDENT ENGINEER. An authorized representative of the Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

INSTALL. “Install,” wherever and in whatever manner used, shall mean the installation complete in place of any item or equipment or material.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner is intended; and similarly, the words “approved”, “acceptable”, “satisfactory”, or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LABORATORY. The official testing laboratories of the Owner.

LESSEE. A person, company or corporation leasing space at the Airport from the Manchester-Boston Regional Airport Authority.

LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

LIQUIDATED DAMAGES. The amount prescribed in the Contract to be paid to the Owner or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract plus approved time extensions.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

MATERIALS. Any substance specified for use in the construction of the contract work.

MAY. “May”, wherever and in whatever manner used, is permissive.

NETWORK. The graphic representation of the construction Project Schedule prepared using the Critical Path Method. The Network shows the sequence and interdependence of activities, and planned and actual progress by activity, required for complete performance of the Work.

NOTAM. Notice to Airmen.

NOTICE OF AWARD. A written notice to the successful bidder stating that his/her bid has been accepted and that, in accordance with the terms of the notice and the specifications, he is required to execute the contract and furnish satisfactory contract bond.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed-to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OTHERS. Other Contractors, this Contractor under another contract agreement, organizations not connected with this Contractor which are performing functions in relation to this project, or personnel retained by the Owner.

OWNER. City of Manchester, Department of Aviation, or the Program Manager, or the Architect/Engineer, or other designee acting as the Owner's representative with respect to this project and its administration.

OWNER'S REPRESENTATIVE. Whosoever the Owner may designate as his/her representative.

PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

PAYMENT BOND. The approved form of security furnished by the Contractor and his/her Surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her Surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

PROGRAM MANAGER. When designated, the Program Manager will be the Owner's duly authorized representative to the Contractor with respect to this project during construction and until the final completion.

PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Contract Documents.

PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

PROVIDE. "Provide," wherever and in whatever manner used, shall be understood to mean provide complete in place, that is, furnish and install.

RECORD DOCUMENTS. A complete set of contract drawings indicating as constructed conditions prepared by the contractor throughout the project work and delivered to the owner for acceptance review upon substantial completion of the project. Also Operation and Maintenance data provided by the contractor to the owner providing the operating instructions and maintenance data for the contract specified equipment.

REQUEST FOR CHANGE. Shall mean any detailed request for a contract change or equitable adjustment.

REQUEST FOR INFORMATION. The form and procedure established, for requesting information, between the Contractor and Owner to clarify or interpret the contract documents or discover conflicts, omissions, or errors in these documents. In addition, the Request for Information may be a precursor to Cost Proposals and Change Orders.

RIGHT-OF-WAY. All lands or other property interests provided or acquired for the development and operation of an airport and its appurtenances.

RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

SHALL OR WILL. “Shall” or “will”, whenever used to stipulate anything is mandatory, means shall or will be done or be performed by either the Contractor or the Owner and means that the Contractor or the Owner has thereby entered into a covenant with the other party to do or perform the same.

SHOWN. “Shown”, “indicated”, “detailed”, and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated, or detailed on the drawings (or other documents).

SITE. An area or areas on the Airport provided to the Contractor in which to work, store materials and/or equipment, and perform other activities associated with performing the Work.

SPECIALIST. The term “Specialist” as used in the contract specification shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular work force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS. A part of the contract documents containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

SPECIFIED. “Specified”, “described”, or “noted”, wherever and in whatever manner used, means as specified, described, shown or noted in the contract documents.

SPONSOR (OWNER). For AIP contracts, the term sponsor shall have the same meaning as the term OWNER.

STRUCTURES. Airport facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

SUBCONTRACTOR. A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, approved by the owner, and under separate contract or agreement with, the Contractor.

SUBGRADE. The soil which forms the foundation.

SUBMITTALS. The term “submittals” shall include shop drawings, calculations, samples, schedules, procedures, manufacturer’s brochures, pamphlets, catalog cuts, color charts, or other descriptive data, clearly

defining the article, material, equipment, or device proposed for use in the work. The shop drawings are the drawings and diagrams showing details of fabrication and erection which the Contractor is required to submit to the Owner or authorized representative.

SUBMITTED. “Submitted”, wherever and in whatever manner used, means submitted to the Owner for review or acceptance.

SUBSTANTIAL COMPLETION. “Substantial completion” is when the Owner determines the contract work can be used for its intended purpose as prescribed by the closeout procedures contained herein. The Contractor will be so notified when the work is substantially complete and it is the point at which guarantees or warranties begin. Substantial completion does not constitute acceptance or final completion of the work. Remaining omissions and defects must be completed prior to final completion and acceptance.

SUFFICIENT. “Sufficient”, “necessary”, “proper”, “acceptable”, “satisfactory”, “desirable”, and words of like import wherever and in whatever manner used, with or without reference to the Owner, means sufficient, necessary, proper, acceptable, satisfactory, and desirable in the judgment of the Owner.

SUPERINTENDENT. The Contractor's executive representative who is present on the work site during progress, authorized to receive and fulfill instructions from the Owner, and who shall supervise and direct the construction.

SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner which amends or supplements the original agreement. (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

SUPPLIER. “Supplier” shall mean an individual, partnership, firm, or corporation, or legally-constituted Joint Venture entering into an agreement with the Owner, Contractor or subcontractor for furnishing materials or equipment to be incorporated in the work by the Owner, Contractor or Subcontractor.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

TSA. The Transportation Security Administration. When used to designate a person, TSA shall mean the Administrator or his/her duly authorized representative.

WORK. The furnishing of all plant labor, materials, tools, equipment, supplies, services, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract documents, plans, and specifications.

WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

END OF SECTION 00710

SECTION 00720

CONDITIONS RELATING TO THE SCOPE OF WORK

1.01 INTENT OF CONTRACT

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

1.02 ALTERATION OF WORK AND QUANTITIES

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent. Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the Surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations, which are for work within the general scope of the contract, shall be covered by "Change Orders" issued by the Owner. Change orders for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions are commensurate with the added work.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the engineer may determine to be fair and equitable. The term "significant change" shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on an adjustment for any contract work that requires a supplemental agreement, the Owner reserves the right to omit any work from the contract scope and make other arrangements for its completion.

Supplemental agreements-to contracts funded with FAA monies shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S., Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate or increased existing performance and payment bonds.

1.03 OMITTED WORK

The Owner may, in the Owner's best interest, omit any work. Work may be omitted by a supplemental agreement and shall not invalidate any other contract provision or requirement. Should any contract work be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED WORK of Section 00765.

1.04 EXTRA WORK

Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of such extra work.

When determined to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work by force account as provided in the subsection entitled, PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 00765.

Extra work necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by a Supplemental Agreement as hereinbefore defined in Section 00710, DEFINITIONS.

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

1.05 MAINTENANCE OF TRAFFIC

It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport, pedestrians and vehicles outside the Air Operations Area with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection entitled, CONTROL OF OPERATIONS of Section 00760. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft and vehicles while operating to, from, and upon the airport as specified in the subsection entitled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 00750.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, road traffic, fire-rescue equipment, or maintenance vehicles at the airport.

The contract requires the maintenance of vehicular traffic on an existing road, street, highway, parking lots, pedestrian walkways during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, guards and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from

abutting property or intersecting roads, streets, highways, parking lots, ramps and pedestrian bridges. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft, vehicular and pedestrian traffic as specified in this subsection.

The Owner can assess a monetary fine of up to \$2,500 per day for the non-conformance of any aspect of this section.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the contract amount.

1.06 EXISTING STRUCTURES

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

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized in the work.

1.07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK

Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Owner and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Owner; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

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

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

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

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

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

1.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or the Owner's duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in subsection entitled EXTRA WORK of this section.

1.09 FINAL CLEAN UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. When a project consists of separate phases, the Contractor shall perform clean up at the end of each project phase. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner. Additional clean-up requirements are shown in Division 1 of the Contract Documents.

END OF SECTION 00720

SECTION 00722

CONDITIONS RELATING TO SITE CONDITIONS

1.01 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, water table, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the scope of work to be executed by others under other projects; (6) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in these contract documents.

1.02 DIFFERING SITE CONDITIONS

The Contractor shall promptly (no more than one day), and before the conditions are disturbed, give a written notice to the Owner as to (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those normally encountered and generally recognized as inherent in the work of the character provided for in the contract documents.

The Owner shall investigate the conditions related to the Contractor's Notice-To-Proceed promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, a change order shall be made under this clause and the contract documents modified in writing in accordance with the changes clause and the contract documents modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the contract documents under this clause shall be allowed unless the Contractor has given the written notice required.

No request by the Contractor for a change to the contract for differing conditions shall be allowed if not made within 7 days of discovering the condition.

END OF SECTION 00722

SECTION 00730

CONDITIONS RELATING TO CONTROL OF WORK

1.01 AUTHORITIES AND LIMITATIONS

The Owner may designate a Program Manager as its representative during the work. If so designated, all work shall be performed under the general direction of the Program Manager. The City of Manchester alone shall have the power to exercise the rights, responsibilities, authorities, and functions vested therein by the contract documents, except that it shall have the right to designate authorized representatives to act for them. Wherever any provision in this contract specifies an individual (such as, but not limited to, Program Manager, Resident Engineer, Inspector, Custodian, Designee or other agent or other representative) or organization, whether governmental or private, to perform any act on behalf of or in the interests of the Owner, that individual or organization shall be deemed to be the City of Manchester authorized representative under this contract but only to the extent so specified. The Owner may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him/her or designate additional representatives, specifying the extent of their authority to act for him/her; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

When the Owner has hired a Program Manager to act as their representative for the course of the project or program, the Program Manager will act as the single focal point for contract administration, program coordination, monitor quality, cost and schedule monitoring, and overall program management.

The Owner shall provide an Operations Coordinator who shall have the authority to open and close facilities, issue and remove NOTAMs, and to coordinate with airport users. At the completion of work each day and prior to the opening of the taxiways or apron area to aircraft operations, the Operations Coordinator, the Program Manager, and the Contractor superintendent shall inspect the facility to be opened to insure it is free of debris, properly marked and ready for use. The Contractor shall immediately correct any deficiencies to the satisfaction of the Operations Coordinator in accordance with these specifications.

The Contractor shall perform the contract in accordance with any order (including, but not limited to, instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his/her authority to act for the Owner but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

1.02 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Program Manager finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place.

In this event, the Program Manager will document his/her determination and recommend to the Owner a basis of acceptance providing for an adjustment in the contract price for the affected portion of the work. The Owner and/or the Program Manager's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion,

needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner's written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Owner’s right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor’s prosecution of the work, when, in the Owner’s opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term “reasonably close conformity” is also intended to provide the Owner with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Owner and/or Program Manager will not be responsible for the Contractor’s means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

1.03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS

The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately submit a **Request for Information** to the Owner and/or Program Manager for his/her interpretation and decision, and such decision shall be final.

The entire work provided in these technical specifications and on the drawings shall be constructed and finished in every respect. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated on the drawings, shall be done and furnished and installed in a manner corresponding with the rest of the work as if the same were particularly described and specifically provided for herein. It is not intended that the drawings shall show every detailed piece of material or equipment, but such parts and pieces as may be necessary to satisfactorily complete any system in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed.

1.04 COOPERATION OF CONTRACTOR

The Contractor will be supplied with six (6) copies each of the plans and specifications. He shall have available on the work site at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor from the Owner for the cost of reproduction.

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall cooperate with the Owner and his/her inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The contractor shall have a competent superintendent on the work site at all times who is fully authorized as his/her agent to supervise and direct the

work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his/her authorized representative. The superintendent shall not be replaced without written notice to and approval by the Owner. The superintendent shall speak and fully understand the English language.

The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the construction of the work. The Contractor shall be responsible to see that all completed work complies with the Contract Documents.

1.05 COOPERATION BETWEEN CONTRACTORS

The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so' as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him/her because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project; He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

In the event of a conflict arising between contractors, or a coordination dispute which cannot resolved by the contractors, the Owner will decide the conflict and his decision shall be final.

1.06 CONSTRUCTION LAYOUT AND STAKES

The contract plans will identify horizontal and vertical control only. The Contractor must establish all layouts required for the construction of the work. Such stakes and markings as the Owner may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Owner.

The Contractor shall furnish assistance to the Owner's representative as requested to check the layout or otherwise control the work. Such assistance shall be understood to include the provision of suitable manpower to assist the Owner's representative in taping measurements, holding a survey rod for checking lines, grades, and the like. The Contractor's obligations for layout and furnishing assistance to the Owner's representative shall be deemed incidental to the completion of the various work items and no separate payment will be made for such layout and assistance.

1.07 AUTOMATICALLY CONTROLLED EQUIPMENT

Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

1.08 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the contract documents, plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her Representatives of any failure of the work or materials to conform to the requirements of the contract documents, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner for his/her decision.

1.09 INSPECTION OF THE WORK

All materials and each part or detail of the work shall be subject to inspection by the Owner of his representatives. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner requests it, the Contractor, at the time of the request or at a time acceptable to both parties, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

1.10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work not conforming to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled **CONFORMITY WITH PLANS AND SPECIFICATIONS** of this section.

Unacceptable work, whether the result of non-conformance, poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR WORK**, Article 1.12 of Section 00750.

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

1.11 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage resulting from the moving of material or equipment. The contractor shall be responsible for confirming all haul routes in accordance with all local and state requirements.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

1.12 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub grade previously constructed, the Contractor shall maintain the previous course or sub grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the bid and the Contractor will not be paid an additional amount for such work.

1.13 FAILURE TO MAINTAIN THE WORK

Should the Contractor at any time fail to maintain the work as provided in the subsection titled **MAINTENANCE DURING CONSTRUCTION** of this section, the Owner shall immediately notify the Contractor of such non-compliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the situation that exists.

Should the Contractor fail to respond to the Owner's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the situation that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

1.14 PARTIAL ACCEPTANCE

If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract. Partial acceptance must be made in writing to the Contractor.

1.15 FINAL ACCEPTANCE

Upon due notice from the Contractor of substantial completion of the entire project, the Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

1.16 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due him/her for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations. Additional details and procedures for claims and disputes are shown in Section 00850.

1.17 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings if necessary to carry out the work included in the contract. The drawings enumerated in Section 00731 may be supplemented or superseded by such additional general and/or detail drawings as may be necessary or desirable as the work progresses. Any such additional drawings shall become part of the Contract and shall be as binding upon the parties hereto as if they were enumerated herein.

The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Owner in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

1.18 SHOP DRAWINGS AND SAMPLES

a. General

The Owner may require shop drawings and/or samples for any materials or equipment to be furnished or for any construction methods to be employed. No work will be allowed to proceed for

which shop drawings or samples have been requested until such drawings or samples have been provided by the Contractor and approved by the Owner. (Reference Section 01340.)

b. Contractor's Responsibilities

All materials and construction shall be in accordance with finally reviewed shop drawings, material tests, or the like as required. The purchase of, manufacture, or delivery to the site of any materials before final approval of applicable shop drawings, material tests, etc. will be entirely at the risk of the Contractor.

The Contractor shall be solely responsible for the correctness of all shop drawings, material quantities, and for the correct fitting of the members and parts shown on the shop drawings. The Owner's review shall be only for conformance with the design concepts of the Contract work and for conformance with the information given in the plans and specifications. The Owner's review of separate items shall not be taken as an approval of any complete assembly in which the separate items are incorporated.

It shall be understood that the Owner's review of shop drawings does not in any way relieve the Contractor of his/her sole responsibility for completing all work in strict accordance with the plans and specifications nor of his/her sole responsibility to see that all parts of the work fit with each other so that the completed work is entirely satisfactory to the Owner.

c. Submission to Owner

Before submittal to the Owner, the Contractor shall check all shop drawings or samples for conformance with the Contract Documents, including the plans and specifications, for suitability and satisfactory incorporation in the completed Contract work, and for correct dimensions, ratings and assembly, and shall note legibly on each drawing or sample that he has verified its acceptability and that he approves it. If there are any deviations in the shop drawings or samples from the plans and specification, the Contractor shall so note it legibly on the shop drawings or samples and also inform the Owner separately in writing of any such deviation. The Contractor shall submit shop drawings and samples in orderly sequence matched to the construction work, with sufficient completeness to enable review, with reasonable promptness, and allowing sufficient time for the Owner to review them. All shops drawings related to building finishes shall be submitted at one time, so that all finishes may be reviewed simultaneously; All shop drawings and samples shall be properly identified as to their location and application in the Contract work and as to their association with various parts of the plans and specifications.

d. Form of Shop Drawings

Shop drawings may include general, assembly and detail drawings, diagrams, illustrations, material and equipment schedules with manufacturer's name and catalog numbers and description, performance charts, catalog cuts, brochure and such other information and data as is necessary and required by the Owner for any part of the Contract work.

e. Resubmittal

If shop drawings or samples are not accepted by the Owner, the Contractor shall correct or make changes as noted and shall resubmit revised shop drawings or new samples until accepted by the Owner.

f. Shop Drawings Required

The Owner may require, and the Contractor shall provide, shop drawings giving information on any part of the Contract work which in the opinion of the Owner are necessary or desirable to evaluate conformance to the plans and specifications.

1.19 RECORD DOCUMENTS AND OPERATIONS & MAINTENANCE DATA

A complete set of contract drawings shall be kept at the job site that shall have all approved changes clearly and accurately marked on them by the Contractor in accordance with Section 01720 RECORD DOCUMENTS. The Owner shall be entitled to rely upon the completeness and accuracy of the record document information provided by the Contractor without further verification.

Operations and maintenance data required by the contract shall be provided in accordance with Section 01730 Operations and Maintenance Data.

Retainage shall not be released by the Owner until complete and accurate Record Documents and Operations and Maintenance Data are delivered to and accepted by the Owner. The Owner shall require a minimum of 30 days to review the Record Documents and Operating & Maintenance Data.

END OF SECTION 00730

SECTION 00731

SPECIFICATIONS AND DRAWINGS

1.01 DESCRIPTION

For convenience, the specifications are arranged into several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his/her subcontractors. Requirements contained in any section are required as if contained in all sections and are the responsibility of the Contractor. The Contractor, prior to awarding subcontracts, will assure the work required as a whole has been coordinated among the subcontracts.

1.02 SUMMARY OF THE ORDER OF PRECEDENCE

In case of conflicts between the contract documents the order of precedence shall be as follows:

- a. Modifications or changes last in time are first in precedence.
 - b. Addenda.
 - c. Project Requirements.
 - d. General Conditions.
 - e. Supplemental Conditions for Airport Improvement Program (AIP) Projects (For AIP Projects only).
 - f. Technical Specifications.
 - g. Drawings; as between detailed drawings and standard plates bound within the specifications, the detailed drawings govern. In case of discrepancy, calculated dimensions will govern over scaled dimensions.
 - h. Cited standards for materials or testing.
 - i. Cited FAA advisory circulars.
 - j. In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- Note: Should there be a conflict among the Project Requirements, the General Conditions, the Supplemental Conditions for AIP projects, and the Technical Specifications, the more stringent will apply.

END OF SECTION 00731

SECTION 00740

CONTROL OF MATERIALS

1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract, but in all cases, prior to delivery of such materials.

At the Owner's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

It is the intent of this Contract that the use of asbestos containing materials and/or other hazardous materials be prohibited. Prior to Substantial Completion, the Contractor shall submit written certification that no asbestos and/or other hazardous substances have been incorporated into the Work.

1.02 SAMPLES, TESTS, AND CITED SPECIFICATIONS

All materials used in the work shall be inspected, tested, or approved by the Owner before incorporation in the work. *Type and frequency of these tests are to conform to what is specified in the contract documents. All costs to perform these tests are to be absorbed by the Contractor and treated as incidental to the total contract amount.* Any work in which materials are used without approval or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Contractor. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Owner's representative. Owner's right to inspect and test materials to be used in the work shall not diminish in any way the Contractor's responsibility for determining that all materials furnished for the work fully meet all requirements of the contract documents.

1.03 CERTIFICATION OF COMPLIANCE

The Owner may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or an assembly is specified by "brand name or approved equal" and the Contractor elects to furnish the specified "approved equal", the Contractor shall be required to furnish the manufacturer's

certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an “or approved equal” material or assembly, he shall furnish the manufacturer’s certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed “or approved equal” is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

1.04 PLANT INSPECTION

The Owner or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

- a. The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

1.05 STORAGE OF MATERIALS

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

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

1.06 UNACCEPTABLE MATERIALS

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

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its used in the work.

1.07 OWNER-FURNISHED MATERIALS

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

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

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

1.08 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

1.09 ENGINEER'S FIELD OFFICE

When specified in the contract documents, the Contractor shall furnish for the duration of the project one building for the use of the field engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. A land line telephone and answering machine shall be provided. The Contractor shall be responsible for payment of the basic monthly charge and local calls only. Any Long Distance Tolls shall be the responsibility of the caller. The Contractor shall furnish [FAX machine, photocopy machine, water, sanitary facilities, heat, air conditioning, and electricity]. No direct payment will be made for this building or labor, materials, ground rental, or other expense in connection therewith. The cost hereof shall be included in the price bid for the various items of the contract. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.

END OF SECTION 00740

SECTION 00750

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

1.01 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal and State laws, all local laws including Manchester – Boston Regional Airport rules and regulations, ordinances, regulations and security directives and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He/she shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, representatives or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her representatives, employees, subcontractors, suppliers, or material men.

1.02 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1.03 PATENTED DEVICES, MATERIALS, AND PROCESSES

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner and shall pay all appropriate license fees, royalties and all costs incident to the use in performance of the work. The Contractor and the Surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner and any third party for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

1.04 RESTORATION OF SURFACES DISTURBED BY OTHERS.

The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work.

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

1.05 FEDERAL AID PARTICIPATION

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for additional requirements related to this section.

1.06 SANITARY, HEALTH, AND SAFETY PROVISIONS

Before beginning its work, the Contractor shall notify the Owner in writing that the Contractor has prepared a Contractor's safety program that implements all of the Contractor's responsibilities hereunder. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the Project and other persons and organizations who may be affected thereby;
- b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated or removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

In emergencies affecting the safety or protection of persons of the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Owner prompt written notice if the Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby.

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. The person shall be designated in writing by the Contractor to and accepted by the Owner.

1.07 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 00720 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled CONTROL OF OPERATIONS of Section 00760 hereinafter.

1.08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Owner has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

1.09 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify, defend and hold harmless the Architect/Engineer, and the Owner and their officers, employees, representatives, and agents from all suits, actions, claims, damages or costs (including attorneys' fees and costs) of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her Surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

1.10 THIRD PARTY BENEFICIARY CLAUSE

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof a third party beneficiary of any right created by the Contract Documents or by operation of law.

1.11 OPENING SECTIONS OF THE WORK TO TRAFFIC

Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner.

Upon completion of any portion of the work to allow beneficial occupancy by the Owner, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 00730.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a

waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/her expense.

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

1.12 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the Owner's final written acceptance of the entire completed work, excepting only the portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 00730, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. The Contractor is responsible for maintaining the integrity of all sediment and erosion controls throughout the life of a project, including when work is temporarily suspended, unless otherwise directed by the Owner. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedlings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other vegetative growth against injury.

1.13 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations may be indicated on the plans.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work.

Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. A copy of each notification shall be given to the Owner.

In addition to the general written notification hereinbefore stated it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. The Contractor shall furnish a written summary of the notification to the Owner.

The Contractor's failure to give two (2) business days' notice herein above provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her Surety.

1.14 FURNISHING RIGHTS-OF-WAY

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

1.15 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the contract provisions or in exercising any power or authority granted to him/her by this contract, there shall be no liability upon the Owner, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

1.16 NO WAIVER OF LEGAL RIGHTS

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her Surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

1.17 ENVIRONMENTAL PROTECTION

The Contractor shall be knowledgeable of, and comply with all federal, state, and local permits and laws and regulations controlling pollution of, or undue harm to, the environment. The Contractor shall request through the Owner to review applicable permits and conditions at the Manchester Airport Engineering and Planning Office – 6 Industrial Drive, Suite 2, Londonderry, NH. The Contractor shall take all necessary precautions to prevent air pollution, water pollution, and non-permitted damage to regulated natural and cultural resources in accordance with these laws and regulations.

a. Air Pollution

1. Control of dust and other airborne particulates shall be the responsibility of the Contractor, and the Contractor will adhere to specifications found in the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-10B, "Standards for Specifying Construction of Airports" in order to control or minimize construction-related particulate emissions.
2. Additionally, the Contractor will exercise Best Management Practices (BMP's) relating to dust control as described in the New Hampshire Department of Environmental Services' (NHDES) "Storm water Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire", August of 1992 (known informally as the "Green Book"). This information is found within Chapter 7, on pages 7-257 and 7-258.

b. Water Pollution

1. The Contractor will be held to be in compliance with all applicable environmental regulations and permit conditions. This includes following all performance objectives set forth in the contract's Storm water Pollution Prevention Plan (SWPPP) in accordance with the regulations governing such plans in the US Environmental Protection Agency's (US EPA) National Pollutant Discharge Elimination System (NPDES) construction general permit for New Hampshire NHR10*### (as described in the 2/17/98 Federal Register Part II EPA Re-issuance of NPDES General Permits for Storm Water Discharges from Construction Activities; Notice).
2. The Contractor will adhere to conditions set forth in the permit issued for New Hampshire Administrative Rules Env-Ws 415 of NH State Statute RSA 485-A:17 (known as the "Alteration of Terrain Permit Program", or the "Site Specific Permit Program"), with reference to the BMP and all permit specifications (Application #).
3. The Contractor will be expected to meet conditions specified in the New Hampshire Water Quality Certificate issued under Section 401 of the Clean Water Act, as amended.
4. In following the Storm water Pollution Prevention Plan (SWPPP) performance objectives, the Contractor will abide by all Best Management Practices (BMP) so indicated for the project within the SWPPP. These will include, but are not limited to: US Department of Transportation "Best Management Practices for Erosion and Sediment Control" Report Number FHWA-FLP-94-005, June 1995; and its reliance upon American Association of State Highway and Transportation Officials (AASHTO) "Guidelines for Erosion and Sediment Control in Highway Construction", AASHTO Highway Subcommittee on Design, 1992; and all guidelines set forth in the Federal-Aid Policy Guideline 23 CFR 650B (dated 12/7/94), including Section 650.211 Guidelines and in the State of New Hampshire: NHDES Water Supply and Pollution Control

Division's "Best Management Practices for Urban Storm water Runoff", January of 1996; and NHDES' "Storm water Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire", August of 1992 (known informally as the "Green Book").

5. The Contractor shall also be aware of erosion and sediment control language within section 4.07 (Storm Drain Plans) of the Town of Londonderry, New Hampshire "Site Plan Regulations"; and VI.5 (Surface Water Drainage) within the Manchester, New Hampshire "Subdivision and Site Plan Regulations".
6. The Contractor is required to comply with the requirements of any and all applicable Federal, State and local permits.
7. Any staging areas utilized by the Contractor during construction operations, and meeting the definition of a support activity area (as defined in the US Environmental Protection Agency's [US EPA] National Pollutant Discharge Elimination System [NPDES] construction general permit for New Hampshire NHR10*### [Section V, Part 1.B]) will be subject to BMP's and other guidance specified in the SWPPP that the Contractor is responsible for implementing. It should be noted that these staging areas do not have to be located at the construction site in order to be covered under provisions of the SWPPP.

c. Wetlands and Shorelands Protection

1. The Contractor will follow all conditions set forth in any and all Department of the Army Permits as authorized pursuant to Section 404 of the Clean Water Act (33 USC 1344). This includes understanding and following all Special Conditions as described in such permits.
2. The Contractor will follow all conditions set forth in any and all the New Hampshire Department of Environmental Services (NHDES) Wetlands Permits, as authorized pursuant to NH RSA 482-A, and shall be subject to all listed permit specific conditions.
3. The Contractor shall follow all instructions regarding resources that fall under the jurisdiction of the New Hampshire Comprehensive Shoreland Protection Act (RSA 438-B).
4. The Contractor will adhere to all relevant guidance found within Federal Aviation Administration (FAA) Advisory Circular (AC) #150/5200-33a "Hazardous Wildlife Attractants on or Near Airports" dated 7/27/04. This includes following siting criteria for wildlife attractants as set forth in Sections 1-3.
5. If applicable, the Contractor will take note of all Mitigation Measures recorded in Section VI of the FAA Draft Record of Decision (ROD) titled "Approval of Airport Layout Plan and Federal Funding of Airport Development, Manchester Airport, Manchester, New Hampshire", and dated 8/4/97. The Contractor will assure that all applicable procedures within this section are followed.

1.18 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

- a. Unless otherwise specified in the contract documents, the Contractor is advised that the site is not within any property, district, or site, and does not contain any building, structure, or object listed in the Current National Register of Historic Places published by the United States Department of the Interior.
- b. Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he/she shall immediately cease

operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

- c. Should the Owner order suspension of the Contractor's operations in order to protect an archeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 00720 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 00765. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 00760.

- a. Threatened and Endangered Species Protection

- 1. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within the habitat of any federally listed or proposed threatened or endangered species under the jurisdiction of the US Fish and Wildlife Service, pursuant to the Endangered Species Act. State listed sensitive species and plant communities in the vicinity of Manchester Airport are outside the project area.

- b. Hazardous Materials

- 1. The Contractor is responsible for the proper handling, storage, and/or disposal of hazardous materials used or generated during the course of the project. Such materials may include, but are not limited to motor vehicle fuels, waste oils and lubricants, paints, lacquers, paint thinners, and solvents. Should a spill or accidental release of hazardous materials occur during the course of the project, the Contractor shall be responsible for transmitting all pertinent data through the Airport Communications Center. As directed by the Owner, the Contractor shall be required to subsequently report the spill to the New Hampshire Department of Environmental Services (NHDES) and proceed under NHDES direction to effect such clean up measures as may be deemed necessary by the NHDES. The Contractor shall be responsible for cost of testing, removal, and proper disposal of any hazardous material released as a result of their actions, or those of their employees, consultants, or subcontractors. The Airport's Environmental Compliance Specialist will inspect hazardous material storage, including petroleum products. Hazardous materials should be properly labeled to identify contents, should be stored out of contact with storm water, and should not adversely affect water, soil, or air quality. The Contractor will contact the Resident Engineer.
 - 2. In the event of a spill, the Contractor's EPA Generator Identification number will be used on all documents for all disposal/removal purposes.
 - 3. Should potentially hazardous materials other than that generated or released by the Contractor be encountered in soil, surface water, or groundwater at any time during the completion of the project, all work shall be ceased until such time as it can be determined that it is safe to proceed. Upon discovery of any suspected hazardous material, the Contractor shall notify the Airport's Environmental Compliance Specialist. It will thereafter be the responsibility of the Airport or their designated consultant to determine the nature of the material, to notify the appropriate regulatory agencies, effect appropriate remedial measures, and approve the commencement of work activities.
 - 4. At no time shall any Contractor personnel work in a potentially hazardous environment unless certified to do so under 29 CFR 1910.

5. At all times the Contractor shall be responsible for satisfying the City of Manchester Department of Aviation, State of New Hampshire, US Environmental Protection Agency, and the Occupational Safety and Health Administration requirements for handling, storage, and disposal of potentially hazardous materials.

c. Additional Considerations

1. Aside from the environmental regulations and permit conditions specified above, the Contractor is responsible for understanding and following all other applicable federal, state, and local laws and regulations.

1.19 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

1.20 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

1.21 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of the contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

1.22 PRESS RELEASES

All press releases or other published information in any way concerning this Contract or the Work hereunder, which the Contractor or any of its subcontractors desires to make, shall be subject to approval by the Owner prior to release. Request for such releases shall be sent to the Owner for review and approval.

1.23 FAA FACILITIES AND CABLE RUNS

The Contractor is hereby advised that the construction limits of the project may include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the project work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

- b. The Contractor shall notify the above named FAA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.
- d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.

If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

END OF SECTION 00750

SECTION 00760

PROSECUTION AND PROGRESS

1.01 SUBLETTING OF CONTRACT

The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the Surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner.

1.02 NOTICE TO PROCEED

The Notice To Proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract on the date set by the written Notice To Proceed and shall notify the Owner at least 72 hours in advance of the time actual construction operations will begin.

1.03 PROSECUTION AND PROGRESS

As specified in Section 01310, PROGRESS SCHEDULE, the Contractor shall submit his/her progress schedule for the Owner's approval on or before the effective date of the Notice To Proceed. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the contract.

1.04 CONTROL OF OPERATIONS

When the Contractor is required to work within the AIRCRAFT OPERATIONS AREAS (AOA), the Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AOA. The Contractor shall be required to adhere the AOA safety requirements in the specification entitled, "AIRPORT OPERATIONS AND SAFETY REQUIREMENTS" located in the Airport Improvement Program (AIP) Project Requirements.

1.05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

The Contractor shall, at all times, employ sufficient competent labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the contractor, any subcontractor and their agents who in the opinion of the Owner, does not perform the work in proper and skillful manner, is disorderly or disrespectful, argumentative, or otherwise deemed undesirable, shall, at the written request of the Owner, be removed forthwith by the contractor, subcontractor, or their agents employing such person and shall not be employed again in any portion of the work without prior approval of the Owner.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

The Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings, specifications, or instructions from the Owner by means of a *Request for Information (RFI)*. If the Contractor proceeds with such work without obtaining further drawings or instructions, he shall assume full responsibility for the results thereof, and if such work is discovered to be incorrect he shall correct it at his/her own expense.

The Contractor shall supervise and direct the work, using the Contractor's best skill and judgement. The Contractor shall be solely responsible and have control over construction means, methods, techniques, sequences, procedures, safety precautions, and for coordinating all portions of the work under the Contract. Should the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures, or indicate or imply that such are to be used on the work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but that the actual determination of whether or not the described operations may be safely and suitably employed on the work shall be the sole responsibility of the Contractor. All injury, loss, damage or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be the sole responsibility of the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Owner in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing to proceed at the Owner's risk.

1.06 TEMPORARY SUSPENSION OF THE WORK

The Owner may suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract documents and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim.

No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor is responsible for maintaining the integrity of all sediment and erosion controls throughout the life of the project, including when work is temporarily suspended, unless otherwise directed by

the Owner. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

1.07 DETERMINATION AND EXTENSION OF CONTRACT TIME

The number of calendar or working days allowed for completion of the work is stated in the proposal and contract documents and will be known as the CONTRACT TIME.

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

- a. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.
- b. When the contract time is a specified completion date, it shall be the date on which all contract work shall be completed.

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

1.08 FAILURE TO COMPLETE ON TIME

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extension and adjustments as provided in subsection 7 of this section, titled DETERMINATION AND EXTENSION OF CONTRACT TIME) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her Surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in contract documents.

Permitting the Contractor to continue and finish the work or any part of it after the time allowed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract documents.

1.09 DEFAULT AND TERMINATION OF CONTRACT

The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or

- c. Performs the work unsuitable or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Allows any final judgment to stand against him/her unsatisfied for a period of 10 days; or
- h. Makes an assignment for the benefit of creditors; or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

If the Contractor or Surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will have full power and authority to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or sue any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and revisions thereof, or use such other methods for the completion of said contract in an acceptable manner.

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

1.10TERMINATION FOR NATIONAL EMERGENCIES

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

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

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

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

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities

for the completed work nor shall it relieve his/her Surety of its obligation for and concerning any just claim arising out of the work performed.

1.11 TERMINATION FOR CONVENIENCE

The Owner may whenever the interests of the Owner so require, terminate this Contract, in whole or in part, for the convenience of the Owner. The Owner shall give written notice of the termination to the Contractor specifying the extend of termination and the effective date of termination.

- a. The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Contractor shall stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. With approval or ratification of the Owner, the Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Owner may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders of subcontracts to the Owner. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- b. The Owner may require the Contractor to transfer title and deliver to the Owner in the manner and to the extent directed by the Owner: (I) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner. The Contractor shall, upon direction of the Owner, protect and preserve property in the possession of the Contractor in which the Owner has an interest. If the Owner does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Owner, credited to the price or cost of the Work, or paid in any other manner directed by the Owner.
- c. After termination, the Contractor shall submit a final termination settlement proposal to the Owner in the form and with the certification prescribed by the Owner. The Contractor shall submit the proposal promptly, but no later than four (4) months from the effective date of termination, unless extended in writing by the Owner upon written request of the Contractor within this 1-year period. However, if the Owner determines that the facts justify it, a termination settlement proposal may be received and acted on after four (4) months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- d. Subject to paragraph c. above, the Contractor and the Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (d), or paragraph (f) below, exclusive of costs shown in subparagraph (e)(2) below, may not exceed the total Contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount.
- e. If the parties are unable to agree on the amount of a termination settlement, the Owner shall pay the Contractor the following amounts:
 1. For Contract Work performed before the effective date of termination, the total (without duplication of any item) of:

2. the cost of this work;
 3. the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subparagraph (I) above; and
 4. a sum, as profit on 1. above, determined by the Owner to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Owner shall allow no profit under this subparagraph, and shall reduce the settlement to reflect the indicated rate of loss.
- f. The reasonable costs of settlement of the work terminated, including:
1. accounting, legal, clerical, and other expenses reasonable necessary for the preparation of termination settlement proposals and supporting data;
 2. the termination and settlement of subcontracts (excluding the amounts of such settlements); and
 3. storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

1.12WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS

The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 250 feet from the centerline of an active runway.

All equipment and materials shall not hinder the Runway Visual Range per AC 150/5300 nor hinder a runway to taxiway line of sight. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time, unless approved by Owner's representative.

1.13FULFILLMENT OF CONTRACT

The contract will be considered fulfilled when all the work has been completed, and the final inspection acceptance has been made. The Contractor will then be released from further obligation except as may be required by law, by his/her Surety, and by the general guarantee provided for herein by subsection entitled GENERAL GUARANTY of Section 00750.

END OF SECTION 00760

SECTION 00765

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION

This Section describes the process involved in payment of the Contractor, including payment and submittal procedures, payment for stored materials, retainage, interim withholds, payment for extra and force account work, measurement, payment of subcontractors, payment of omitted items, acceptance and final payment, and audits.

1.02 PAYMENT

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 00750.

Payment for work performed on this contract shall be based on the dollar value of completed work in place.

The Contractor will break out itemized payments for major stored materials as individual activities.

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

1.03 COMPENSATION FOR ALTERED QUANTITIES.

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 00720 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

1.04 SUBMITTAL PROCEDURE

- a. Requests for payment will include the following steps:
 1. The Contractor submits to the Owner a marked-up copy of the previous month's schedule including his evaluation of the work which has been completed in that period by percentage of activity complete.
 2. The Contractor, Owner and Architect/Engineer (when applicable) shall conduct a joint review of all Record Documents to ensure that the field set is being maintained properly in accordance with section 01720 -RECORD DOCUMENTS. Lack of current as-built conditions being noted on Record Documents can result in payment delay.
 3. The Owner reviews submission within 5 days.

4. The Contractor meets with the Owner and Architect/Engineer (when applicable) to review and reach an agreement upon percentages. When an agreement cannot be reached, the Owner's value will be used.
5. The Contractor submits an Application for Payment (8 copies).
- b. The Contractor shall execute certification with signature of a responsible officer of the Contractor's firm, as the first signature on the Application for Payment.
- c. Progress Payments shall not be construed as acceptance of any part of the work.

1.05 TIMING AND TURNAROUND OF PROGRESS PAYMENTS

Prior to submitting the first payment request, the Contractor shall have an approved construction schedule and a schedule of values for each element of work. Once the schedule of values has been accepted, it will be the basis of payment.

The Progress Payment Estimate prepared by the Contractor shall indicate the percentages of completion and the materials for which payments are to be requested. A review will be performed by the Owner's field representatives to confirm that the general accounts are acceptable.

After agreement on final determination of quantities and their associated value, based on percent complete, the Contractor shall submit a completed Request for payment for that pay period, and shall perform all extensions and arithmetic, and provide backup documentation, etc., on the prescribed forms.

The end date for each monthly pay period shall be established as the last day of each month. The payment request will be accompanied by certified payrolls, where required.

Where progress payments are approved prior to the 15th of the month, it is the intention of the Owner to make payments to the Contractor by the 20th of the following month. Failure on the part of the part of the Owner to make said payment shall not be cause for an increase to cost unless such delay of payment exceeds 90 days from date of approval.

Final payment shall be in accordance with the Construction Agreement and General Conditions after all of the requirements of Specifications Section 01700 have been met.

1.06 PAYMENT FOR MATERIALS ON HAND

- a. Submit separate schedule of prices of material and/or equipment to be stored on or off the work site. The schedule will show the quantities, prices and types of materials to be stored. Stored material prices shall be shown separately.
- b. Payment Requests may include the value of acceptable equipment and materials not yet incorporated into the work, provided that all of the following conditions are met:
 1. Such acceptable material/equipment are either furnished and delivered to the site or furnished and stored for use.
 2. Stockpiled material shall inspected by the Owner's authorized agents and shall be segregated and marked as the property of the City of Manchester/Department of Aviation. Transportation and travel expense to verify stored material will be at the Contractor's expense.

3. After delivery of the material, if any inherent or acquired defects are discovered, defective material shall be removed and replaced with suitable material at the Contractor's expense.
 4. At his expense, the Contractor shall insure material against theft, fire, vandalism and malicious mischief and shall deliver the policy or certificate of such insurance to the Owner naming the City of Manchester, Department of Aviation as the insured. Insurance shall not be cancelable for at least 30 days and cancellation shall not be effective until certificate thereof is given to the Owner. Proof of insurance must be presented with each Request for Payment.
 5. Submit bills of sale or paid invoices for all stored materials on which payment is requested. Payment for stored materials will only be approved for major equipment and materials in excess of \$10,000.
 6. Nothing in the above conditions shall relieve the Contractor of his responsibility for incorporating material into the work in conformity with the Contract Documents.
 7. Maximum payment for stored products will be the cost of the item plus applicable taxes. Submit supplier's invoice and receipt as evidence of purchase and payment. Such payment shall in no case exceed the bid price for the item of work for which the equipment or material is furnished.
 8. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
 9. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- c. The Contractor, in submitting an Application for Payment certifies that he has visited all locations of materials and equipment stored off-site and verified the types and quantities of materials and equipment stored, as well as the suitability and security of the storage facilities.
 - d. Title to stockpiled material shall be vested in the Owner at time of payment to the Contractor.
 - e. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.
 - f. In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.
 - g. No partial payment will be made for stored or stockpiled living or perishable plant materials.
 - h. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

1.07 PAYMENT OF WITHHELD FUNDS

For Airport Improvement Program (AIP) projects, reference the project documents entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section.

1.08 RETAINAGE

From the total of the amount determined to be payable on a progress payment, 10 (ten) percent of such total amount will be deducted and retained by the Owner as further security for the full performance of the Contract work. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment.

Upon substantial completion of all work the Contractor shall make a request in writing to the Owner requesting the remainder of the Contract price for the work be paid to him. If the work is substantially and satisfactorily completed; (each as determined by the Owner) the Contractor will be paid the remainder of the Contract price for the work, as increased or decreased in accordance with the terms of the Contract, less two times the value of any remaining items to be completed (as determined by the Owner) less an amount necessary to satisfy claims, liens or judgments against the Contractor which have not been satisfactorily resolved, and subject to the deduction of liquidated damages for delay; if any, and to any other provision of the Contract expressly permitting the withholding or deduction of monies by the Owner.

The Owner may, at its discretion, withhold the retainage or any part thereof, as satisfactory payment of liquidated damages assessed per the provision in Section 00840.

The Owner shall retain the right to withhold full retainage until such time as acceptable Record Documents and Operations & Maintenance manuals and data are submitted to and accepted by the Owner.

1.09 INTERIM WITHHOLDS

If, at any time during the performance of the Work, the current monthly schedule update indicates that the Contractor is fourteen (14) calendar days or more behind schedule in completing the performance of Work for any milestone activity called out in the contract Article 4 Time for Completion; The Owner shall have the right, in its sole discretion, to withhold out of any payment a sum (hereinafter "Interim Withhold") determined in accordance with paragraph C. The Interim Withhold shall be deducted from the Contractor's compensation and the Contractor's right to any portion of such Interim Withhold shall be subordinate to the rights of the Owner under this paragraph.

The Interim Withhold will be computed by assessing \$2,000.00 per day for each and every contract day that the Contractor is in delay of a milestone date. The Interim Withhold will accrue consistent with the number of contract days in delay. In no case shall the Interim Withhold exceed \$2,500.00 per day.

In the event there has been an Interim Withhold, then to the extent that contract day(s) of delay is decreased, the Contractor's withhold will be decreased by \$2,000.00 for each decrease in the contract day(s) of delay, until such time that the contract day(s) of delay has been decreased to zero (0). All such releases, if any, will be included in the next payment due.

If, prior to the time of issuance of the certificate of total compensation earned, the contract day(s) of delay has not been decreased to zero (0) and the Interim Withhold has been deducted from the Contractor's compensation in accordance with this paragraph, such Interim Withhold shall be credited against any liquidated damages which are due to the Owner.

Omission by the Owner to make an Interim Withhold in connection with the contract day(s) of delay, even though such contract day(s) of delay has occurred, shall not be deemed to indicate that the Owner does not intend to exercise its right with respect to such Interim Withhold. Neither the above provisions for rights of

the Owner to make an Interim Withhold nor any exercise or attempted exercise of, or omission to exercise, such right by the Owner shall create any obligation of any kind to material men, subcontractors, workmen or other third persons.

The Owner's right to make an Interim Withhold under this section shall not be deemed to limit and/of impair any other rights or remedies which the Owner has under this Contract.

Where the Contractor's current monthly update indicates that the contract is seven or more days behind schedule, the Contractor shall submit a recovery schedule per 01310 1.07 D.

1.10 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 00720, will be paid for at the agreed prices specified in the change order (Section 01035) or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. Comparison of Record. The Contractor and the Owner shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Owner or their duly authorized representatives.
- c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner with duplicate itemized statements of the cost of such force account work detailed as follows:
 1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 3. Quantities of materials, prices, and extensions.
 4. Transportation of materials.
 5. Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

1.11 PARTIAL PAYMENTS

Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the

delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

- a. No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.
- b. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.
- c. When not less than 95 percent of the work has been completed, the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.
- d. It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.
- e. No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.
- f. In accordance with State and Local regulation that shall not void the contract, the Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final retained percentage or final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

1.12 MEASUREMENT OF QUANTITIES

All work completed under the contract will be measured by the Owner or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Owner. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Owner directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Owner, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Owner in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalt or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram). Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" or "stipulated sum" when used as an item of payment will mean complete (total) payment for the work described in the contract.

When a complete Structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such

force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated of marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (23 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the contract price.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

1.13 PAYMENT OF SUBCONTRACTORS

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the City of Manchester, Department of Aviation. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Manchester, Department of Aviation. This cause applies to both DBE and non-DBE subcontractors.

The AIRPORT shall monitor and enforce compliance with prompt payment requirements by requiring release and waiver of liens from all subcontractors and major material suppliers on a monthly basis. The prime contractor shall submit the release and waiver liens with their submittal of any partial or final payment request. The subcontractors or suppliers shall certify that they have received payment current to the previous prime contractor's payment request for which the AIRPORT had processed payment. A sample release for is provided at the end of this section.

1.14 PAYMENT FOR OMITTED WORK

As specified in the subsection titled OMITTED WORK of Section 00720, the Owner shall have the right to omit from the work (order nonperformance) any contract item, including major contract items, in the best interest of the Owner. Omitted work will be deleted by change order. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Owner's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

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

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

TO: City of Manchester, Dept. of Aviation
One Airport Road, Suite #300
Manchester, NH 03103

CONTRACT NO:

CONTRACT DATE:

PROJECT:

In accordance with the provisions of the Contract between Manchester Airport Authority and the Contractor,
as indicated above, the (here insert name and address of Surety Company)

,SURETY COMPANY,

on bond of (here insert name and address of Contractor)

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety Company of any of its obligations to

The Manchester Airport
One Airport Road Suite #300
Manchester, NH 03103

As set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this day of _____ 20_____

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

1.15 ACCEPTANCE AND FINAL PAYMENT

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 00730, the Contractor will prepare the final cost statement of work actually performed. The Owner shall approve the Contractor's final cost statement or advise the Contractor of his/her objections to the final cost statement which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Owner shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Owner's receipt of the Contractor's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may accept the Owner's final quantities under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 00730.

After the Owner has approved, the Contractor's final cost statement, final payment will be processed based on the entire sum, or the undisputed sum in case of acceptance under protest determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 00730 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final cost statement.

1.16 AUDIT

- a. The Owner shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data at no additional cost to the Owner.
- b. The Contractor shall make available at its office at all reasonable times the materials described in paragraph (a) above, for examination, audit, or reproduction, until 4 years after final payment under this contract.
- c. The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (c), in all subcontracts over \$10,000 under this contract.

1.17 PAYMENT APPLICATION FORMS

- a. Use AIA Document G702 and continuation sheets G703 for lump sum contracts.
- b. Use FAA Form 5100-8 for unit price contracts.
- c. Contractor computer generated formats may be used subject to approval from the Owner.
- d. Subcontractor and Supplier release and waiver of liens and claims forms

END OF SECTION 00765

SECTION 00822

INSURANCE REQUIREMENTS

1.01 INSURANCE

CONTRACTOR AGREEMENT

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

In consideration of the utilization of Contractor's services by the City of Manchester and other valuable considerations, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

CONTRACTOR hereby agrees to protect, defend, indemnify and hold the Owner, Authority and Architect/Engineer and their respective employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgements, penalties, interests, court costs, legal fees and all other expenses incurred by the Owner, Authority and Architect/Engineer arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the Owner, Authority or Architect/Engineer death or damages to property (including property of the Owner, Authority or Architect/Engineer) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising or directly indirectly out of this Contractor Agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole handle, of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the City or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance hereunder.

CONTRACTOR agrees to maintain in full force and effect:

- a. General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$5,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$5,000,000 annual aggregate personal injury liability.
- b. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limits for bodily injury and property damage.
- c. Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, with statutory coverage and including employer's liability insurance.
- d. The Contractor will provide All-Risks Builder's Risk Insurance in an amount equal to 100% of the insurable value of the work, Completed Value Form including materials delivered and labor performed. This policy will be written in the name of the City of Manchester, Department of Aviation, the Contractor, Sub-Contractors, and Sub-subcontractors as their interests may appear. Such policy will also be endorsed so that loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may

appear; such insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained as the present premises. The All-Risks insurance includes full flood and earthquake coverage. Materials stored off-site and materials in transit will be covered up to \$100,000 per occurrence.

- e. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of contractor.
- f. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- g. CONTRACTOR agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester, Department of Aviation within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, Department of Aviation, the Manchester Airport, Architect/Engineer firms designated by Owner. As an additional insured (except workers' compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, 27 Market Street, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change.
- h. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of CONTRACTOR'S liability hereunder or in any way modify the CONTRACTOR'S indemnification responsibilities to the Owner, Authority or Architect/Engineers.
- i. It shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

1.02 SPECIAL HAZARDS

The Contractor's and Subcontractor's Public Liability, Property Damage, Vehicle Liability, and Vehicle Property Damage insurance coverages shall provide adequate protection against the following special hazards:

- a. Damage or injury to aircraft or persons in aircraft operating on or near the project site, resulting from any operations under this Contract.
- b. Damage or injury resulting from the use, storage, handling or transportation of explosives in connection with the Contract work.

END OF SECTION 00822

SECTION 00840

LIQUIDATED DAMAGES AND EXTENSIONS

1.01 LIQUIDATED DAMAGES

- a. If the Contractor fails to substantially complete the Work and/or any intermediate phases of the work which may be required within the time specified in the Contract, or any extension, the Contractor shall pay the Owner, or the Owner will deduct payments due under this Contract or any other contract with the Owner, as liquidated damages, the sum of Two thousand dollars (\$ 2,000.00) for each calendar day of delay.
- b. The amount of liquidated damages provided in this Contract is neither a penalty nor a forfeiture and shall compensate the Owner solely for the Owner's inability to use the Work for its intended purpose and is not intended to, and does not, include: (1) any damages, additional or extended costs, incurred by the Owner, for extended administration of this Contract, or by the Owner's agents, consultants, or independent contractors for extended administration of this Contract, (2) any additional services, relating to or arising as a result of the delay in the completion of the Work. The Owner shall be entitled to claim against the Contractor for its actual damages and amounts not specifically included within the liquidated damages as set forth herein. Such costs shall be computed separately. Together with liquidated damages, they shall be either deducted from the Contract Amount or billed to the Contractor.
- c. If the Owner terminates the Contractor's right to proceed under subsection 9, Section 00760 titled DEFAULT AND TERMINATION OF CONTRACT, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with all items not covered in liquidated damages, as specified in paragraph (b) above, and any increased costs occasioned by the Owner in completing the Work.
- d. If the Contractor is in default and the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

1.02 UNAVOIDABLE DELAYS

- a. Time Extension
 1. The Contractor will be granted an extension of time for completion of the work beyond that named in the Contract Documents, for delays which may result through causes beyond the control of the Contractor and which he could not have avoided by the exercise of care, prudence, foresight and diligence.
 2. The Contractor shall be allowed extensions of time in which to complete the-work equal to the sum of all unavoidable delays plus any adjustments of contract time due to contract change orders. During such extension of time liquidated damages shall not be charged to the Contractor.
 3. Unavoidable delays within the meaning of this section shall be those caused by acts or neglect of the Owner, its employees, or those under it by contract or otherwise; by Acts of God (including weather or of the public enemy, fire, epidemics, or strikes). Material shortages and delays in utility company connections may be classified as

an unavoidable delay if the Contractor can produce satisfactory evidence that he acted in a timely manner. There will be no damages for delays caused by Acts of God, public enemy, fire, epidemics, strikes, material shortages, and utility companies.

4. Delays in the prosecution of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the work within the time specified, which do not necessarily prevent the completion of the whole work within the time herein specified, will not be considered as unavoidable delays within the meaning of the contract.

b. Weather

1. The Contractor will not be allowed a time extension for weather delay when the contract is bid to be constructed during a period that will normally include inclement weather. The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions, which in the amount, frequency, or duration is in excess of the norm at the location and time of the year in question as established by NOAA weather data. A day for day extension will only be allowed for those days proven to be in excess of the norm.
2. If the weather is unusually severe (or conditions resulting therefrom) in excess of the NOAA data norm and prevents the Contractor from beginning at the usual starting time, or prevents the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Owner will designate such time as unavoidable delay and grant one (1) calendar-day extension.

c. Notice

1. Whenever the Contractor foresees any delay in the prosecution of the controlling (critical path) work activity, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the Contractor shall notify the Owner in writing of such delay and its cause, in order that the Owner may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.
2. After the completion of any part or the whole of the work, the Owner, in calculating the amount of time due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the attention of the Owner at the time of their occurrence and found by the Owner to have been unavoidable as substantiated by a change order. The Contractor will make no claims that any delay not called to the attention of the Owner at the time of its occurrence has been an unavoidable delay.

d. Request for Time Extension

In the event the Contractor requests an extension of contract time for unavoidable delay, or for changes, such justification shall be submitted no later than seven (7) days after the initial occurrence of any such delay. When requesting time for proposed change orders they must

be submitted with the proposed change order with full justification. If the Contractor fails to submit justification with the proposed change order they will waive their right to a time extension at a later date. Such justification must be based on the official contract schedule as updated at the time of occurrence of delay or execution of work related to any changes to the scope of work. The justification must include, but is not limited to, the following information:

1. The duration to perform the activity relating to the changes in the work and the resources (manpower, equipment, material, etc) required to perform these activities within the stated duration.
2. Logical ties to the contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay.

The Owner, after receipt of such justification and supporting evidence, shall make its finding of fact. The Owner's decision shall be final and conclusive and the Owner will advise the Contractor in writing of such decision. If the Owner finds that the Contractor is entitled to any extension of contract time, the Owner's determination as to the total number of days of extension shall be based upon the latest updated version of the contract schedule. Such data will be included in the next monthly updating of the schedule.

END OF SECTION 00840

SECTION 00850

DISPUTES/CLAIMS

1.01 GENERAL

“Dispute” or “Claim,” as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by that claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim or dispute under the contract. The submission may be converted to a claim under the contract, by complying with the submission requirements of this clause, if it is disputed either as to liability or amount.

Disputes under this agreement shall not be submitted to arbitration. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which said Contractor may be required to do, or respecting the size of any payment to said Contractor during the performance of this contract, said dispute shall be decided by the Owner and the decision of the latter shall be final and conclusive.

A claim by the Contractor shall be made in writing and submitted to the Owner for a written decision. A claim by the Owner against the Contractor shall be provided to the Contractor in writing.

1.02 PROCEDURE

Contractor and Owner shall make good-faith attempts to resolve any and all claims/disputes that may from time to time arise during the performance of the work covered by this contract. If the Contractor considers any work demanded of him/her to be outside the requirements of the contract, or if he considers any instruction, meaning, requirement, ruling, or decision of the Owner or its representative to be unauthorized, he shall, within seven (7) calendar days after such demand is made, or instruction is given, file a written protest (dispute) with the Owner stating clearly and in detail his/her objections, and reasons therefore. The Contractor shall promptly comply with the work demanded of him/her even though a written protest has been filed. If a written protest is not issued within seven days, the Contractor shall waive his/her right to further claim on the specific issue.

The Owner will review the Contractor's written protest (dispute) and recommend a resolution from which the Owner will make a decision. If, after receiving the decision, the Contractor still considers the work demanded of him/her to be outside the requirements of the contract, he shall so notify the Owner in writing within seven days after receiving the decision that a formal claim will be submitted. Within thirty (30) days of receiving the decision the Contractor shall submit his/her claim and all arguments, justification, cost or estimates, CPM schedule analysis, and detailed documentation supporting his/her position. Failure to provide notification within (7) seven days and all justifying documentation within (30) thirty days will result in the Contractor waiving his/her right to the subject claim.

Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, CPM schedule analysis, and documentation supporting his/her position as outlined above, the Owner or his/her designer will review the issue and within thirty (30) days from receipt of the Contractor's claim render a final determination.

1.03 CERTIFICATION

The Contractor (and subcontractors) shall submit with the claim a certification that:

- a. The claim is made in good faith;
- b. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.
- c. The amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable.
- d. If the Contractor is an individual, the certification shall be executed by that individual.
- e. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

Failure to provide certification in accordance with paragraph 3(e) above will result in the Contractor waiving the right to the subject claim. If a false claim is submitted it will be considered fraud and the contractor may be subject to criminal prosecution.

1.04 CLAIM FORMAT

The Contractor will submit the claim justification in the following format:

- a. Summary of claim merit and quantum plus clause under which the claim is made.
- b. List of documents relating to claim:
 - 1. Specifications
 - 2. Drawings
 - 3. Clarifications INFORMATION NOTICES (IN) - REQUEST FOR INFORMATION (RFI).
 - 4. CONSTRUCTION CHANGE DIRECTIVES (CCD)
 - 5. COST PROPOSAL (CP).
 - 6. Other
- c. Chronology of events and correspondence.
- d. Analysis of claim merit.
- e. Analysis of claim cost.
- f. Cover letter and certification.
- g. Attachments:
 - 1. Relevant Specifications
 - 2. Relevant Drawings
 - 3. Relevant Clarifications
 - 4. Relevant Correspondence
 - 5. Other

END OF SECTION 00850

SECTION 01014

CONTRACTOR'S WORK PLAN

1.01 DESCRIPTION

This Section describes the requirements for finishing a work plan describing Contractor's approach and methods for prosecuting the work.

It is expressly agreed that time is of the essence of this Contract, and the Contractor agrees to perform the work within the time and in the manner specified, or within the time of such extensions as may be granted. The Contractor shall be liable for liquidated damages for failure to meet the final completion date specified herein. (Section 00840).

The Contractor's scheduling of work crews, equipment and materials will be of utmost importance for completing the work within the time allowed. The Contractor may be required to employ one or more of the following measures to build the project within the time constraints:

- a. Utilize extra equipment and manpower.
- b. Work more than the normal 8-hour shift per day, 5-day week. Overtime, two or three 8-hour shifts per day, 6 or 7 days per week may be required.
- c. Employ extra staff to plan, schedule, coordinate and expedite the work.

In addition to employing additional resources as described above, the Contractor will be expected to take whatever additional steps are necessary to ensure timely completion of the project.

Submission of a bid by the Contractor constitutes acknowledgment that the foregoing requirements have been taken into account in the Contractor's bid price.

1.02 CONTRACTOR'S WORK PLAN

Ten working days after notice to proceed, the lowest responsive, responsible bidder is required to submit a Work Plan describing in detail the Contractor's approach and methods for prosecuting the work in accordance with the Construction and time constraints. The Work Plan shall include but not be limited to the following:

- a. A summary schedule of the work with milestone completion dates clearly indicated. The schedule shall show the major critical path trades and their respective activity constraints. As a minimum, the Contractor shall show the activities for concrete, enclosures, masonry, miscellaneous steel, carpentry, roof accessories, dampproofing and sealing, insulation, doors and windows, curtain walls, glass and glazing, mechanical and electrical systems, elevators and escalators, special airport systems, interior and exterior finishes, and sitework and landscaping.
- b. A narrative and schedule describing how the Contractor intends to staff, equip and supply the job by trade in order to meet contractual time constraints. Include number of crews, crew sizes, total workers for each phase, activity, number and types of major equipment to be used, method of material procurement, hours per work shift, work shifts per day, anticipated production rates, etc. Production rates shall be provided for at least the concrete, enclosures, masonry, miscellaneous steel, carpentry, roof accessories, dampproofing and sealing, insulation, doors and windows, curtain walls, glass and glazing, mechanical and electrical systems, elevators and escalators, special airport systems, and interior and exterior finishes.

- c. A breakdown, by specification Section, of the work Contractor, subcontractor, or major supplier is responsible to complete.
- d. An organization chart describing: (a) the hierarchy and relationships of the Contractor's project management staff and the hierarchy of subcontractors and suppliers including the trade(s) or portion(s) of work for which each is responsible. Of particular interest is how the Contractor intends organize and coordinate off-site work that involved the combined effort of subcontractors and suppliers.
- e. A description of what additional methods will be used by the Contractor, should actual progress of the work not meet the time constraints specified herein, as defined in Section 01310.
- f. A directory of the Contractor and all subcontractors including 24-hour emergency telephone numbers.

The Owner will review the Contractor's Work Plan for reasonableness and for conformance with Contract requirements. If the Work Plan does not meet specific Contract requirements or if, in the Owner's opinion, the Work Plan does not give a reasonable assurance of the Contractor's commitment to timely completion, the Owner will notify the Contractor of the deficiencies or his concerns with the Work Plan. Preconditions for payment shall be that the Contractor responds satisfactorily to the Owner's concerns. A completed and approved construction schedule is required prior to a submission of an application for payment.

END OF SECTION 01014

SECTION 01035

CHANGE ORDER PROCEDURES

1.01 CHANGES

There will be no changes to the contract except as by written notification in the form of an approved change order signed by the Owner.

Should the Owner at any time during the progress request any extra work including but not necessarily limited to alterations, deviations, additions, or omissions from the specifications, plans, other contract documents, it shall be at liberty to do so. Changes may include but may not be limited to:

- a. Scope or materials;
- b. The Owner-furnished facilities, equipment, materials, services, or site;
- c. Directing acceleration in the performance of the work; or
- d. Extra terms or time.

1.02 CHANGE ORDER WORK NOTIFICATION

If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Owner will make an equitable adjustment and modify the contract in writing as a Change Order.

No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

Changes will be performed in accordance with the original contract requirements unless otherwise indicated.

1.03 CHANGE ORDER PROCESS

- a. Where the Owner concurs that a change is due or requests a change, a proposal request will be issued. Proposal requests issued by the Owner are for information only. Do not consider any of them as instruction either to stop work in progress, or to execute the proposed change. This information will be issued by means of a numbered **Information Notice (IN)** form.
- b. Upon receipt of the Information Notice, the Contractor shall submit a cost proposal, in accordance with the requirements and limitations set forth below, for work involving contemplated changes covered by the proposed change. The Contractor's written proposal for an equitable adjustment for a change shall be submitted in the following form:
 1. The proposal shall include a lump sum amount supported by a detailed itemized breakdown of all increases and decreases in the contract, including all labor, equipment and materials, as required by the following paragraphs. The Contractor will use the prescribed Owner-furnished **Cost Proposal (CP)** form. The Contractor shall upon request by the Owner permit inspection of the original unaltered contract bid estimate, subcontract agreements, or purchase orders relating to the change; and documents substantiating all costs associated with the Cost Proposal.
 2. The Contractor shall identify any adjustment in time of the final completion of the work as a whole which is directly attributable to the changed work. The Contractor's

request for a change in time will be supported by a detailed schedule analysis indicating the activities which have been affected and the additional time being requested. For a change in time for the work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire work is delayed due to the performance of the changed work. Failure to request extra time when submitting such estimate shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work. *When submitting a CP the Contractor must include as an attachment a copy of the document(s) that indicate the necessity for the extra work. These documents include but are not limited to IN's, RFI's, Memo's and/or Letters.*

3. If the Owner disagrees with the request for change it will notify the Contractor in writing and the Contractor may elect to issue a dispute notification according to the disputes clause.
 4. The Contractor must submit the Cost Proposal within ten (10) days upon receipt of the IN. The Contractor must submit Cost Proposals in less than 10 days if requested by the Owner or as required by schedule limitations. *The Owner, if so desired, reserves the right to request from the Contractor a Cost Proposal (CP) that reflects 3 distinct quotes for subcontractor or for supplier procured work.*
- c. If the Contractor fails to submit the proposal within the 10-day period (or as requested), the Owner has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the Owner's estimate of cost. If the change is issued based on the Owner estimate, the Contractor will waive his right to dispute the action unless within 10 days following completion of the added/deleted work, the Contractor presents proof that the Owner's estimate was in error.
- d. If the Owner and the Contractor fail to agree as to the proposed change order, the Contractor upon written order from the Owner shall proceed immediately with the changed work. This written notice will be issued as a **Construction Change Directive (CCD)**. The Contractor shall be directed to proceed according to one or more of the following methods:
1. Unit Prices, as provided in the Contract proposal.
 2. Unit Prices, as subsequently and mutually agreed upon by the Owner and the Contractor.
 3. Lump Sum Amount, mutually agreed upon by the Owner and the Contractor.
 4. Time and Material, on a time and materials (T&M) (force account) basis.

When there has been failure to agree as to the cost, no payment will be made to the Contractor until completion of the work called for in the change order or in the written order authorizing performance of the work.

- e. The Owner will establish a budget not-to-exceed (NTE) price for the T&M change order which may be increased with the approval of the Owner. The Contractor will notify the Owner when he has reached 80% of the not-to-exceed budget. The Contractor shall proceed and shall maintain a daily job force account record containing detailed cost summary of labor, materials, and equipment required for the changed work. Upon being signed and agreed to by the Owner on a daily basis, the force account record will become the basis for payment of the changed work, but such agreement shall not preclude subsequent adjustment based upon later audit by the Owner. The Contractor will provide a weekly accounting of cost compared to the NTE budget.

- f. Upon completion of the work under the T&M change order, the Contractor shall submit its invoice therefore containing only the items of labor, materials, and equipment which are in addition to the requirements of the contract and as approved by both parties, together with the allowable markups.
- g. A change order may adjust the contract price either upward or downward in accordance with one or a combination of the following bases as the Owner may elect:
 - 1. On a lump sum basis as supported by the breakdown of estimated costs.
 - 2. On a unit price basis.
 - 3. On a time and material (force account) basis.
- h. Costs associated with change orders include:
 - 1. Overhead Rates
 - a) The overhead rate shall include profit, small tools, cleanup, bonds, engineering, supervision, warranties, job-site overhead and Home Office overhead.
 - b) The Contractor will provide at the beginning of the project a certified statement and detailed calculation from its accountant establishing the job site and prorate home office overhead rates for itself and its major subcontractors. The overhead and profit shall be against labor and materials only. Where work is subcontracted, no mark up will be allowed on overhead or profit of others including second and third layer subcontractors or material suppliers. In no case shall the total accumulated overhead and profit on any change order work exceed 15% on a lump sum or unit price basis and 10% on a time and materials basis. In a credit situation the Contractor will utilize the same overhead and profit rates against labor and materials in preparing the Change order.
 - c) The Owner shall have the right to review and approve the overhead rate. Where the Contractor and Owner fail to come to an agreement for Contractor's overhead rate, the Owner shall set such rate based in current industry and the Contractor shall be entitled to dispute the action if he does so within 15 days following notice.
 - d) The Contractor at the beginning of the project shall provide a complete listing of all Contractor and subcontractor hourly labor rates.
 - 2. Direct Costs
 - a) Cost for labor shall include any employer payments to or on behalf of the workmen for health, welfare, pension, vacation, and similar purposes. Labor rates will not be recognized when in excess of those prevailing in the locality and time the work is being performed. The costs for all supervision including General Superintendents and Foremen will be included in the markups established by the Contract. The only exception to this will be working foremen who perform actual manual labor. No labor charges will be accepted for engineering or proposal preparation. These costs will be included in the markups established by the Contract. A breakdown of the payroll rates for each trade will be provided for all change orders 15 days

after notice to proceed including the base rate, benefits, payroll taxes, and insurance.

Overtime and premium time pricing will only be allowed for labor which, based on mutual agreement, shall be performed after normal working hours.

- b) The actual cost to the Contractor for the materials directly required for the performance of the changed work. Such cost of materials may include the cost of transportation and no delivery charges will be allowed unless the delivery is specifically for the changed work

If a trade discount by an actual supplier is available to the Contractor, it shall be credited to the Owner. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term 'trade discount' includes the concept of cash discounting.

If in the opinion of the Owner, the cost of the materials is excessive or if the Contractor fails to furnish satisfactory evidence of a cost to him from the actual supplier thereof, then, in either case, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Owner reserves the right to furnish such materials as it deems advisable and the Contractor shall have no claims for cost or profits on materials furnished by the Owner.

- c) The actual cost to the Contractor for the use of equipment directly required in the performance of the changed work. In computing the hourly rental of equipment, any time less than 30 minutes shall be considered one-half hour. No payment will be made for time while equipment is inoperative due to breakdown or for non- workdays. In addition, the rental time shall not include the time required to move the equipment to the work for rental of such equipment, and to return it to the source. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the project in any other way than upon the changed work.

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 therefore.

The rental rate for equipment will not exceed that as recommended by the lower of the rental rates as contained in the current edition of the Rental Rate Blue Book applicable to the specific extra work or force account work.

For equipment owned, furnished, or rented by the Contractor no cost thereof shall be recognized in excess of the rates established by the Rental Rate Blue Book.

The amount to be paid to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small tools, small equipment

necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of the equipment.

- i. The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work and the cost of other operations. This requirement pertains to proposed change orders change orders and work the Contractor considers to be potential change orders.
- j. Changes in the work made necessary due to unexpected or unforeseen site conditions, discovery of errors or omissions in plans or specifications requiring immediate clarifications in order to avoid serious work stoppage, or other changes where the extent cannot be determined until completed, or under any circumstances whatsoever deemed necessary by the Owner, are types of emergency changes which may be authorized by the Owner in writing to the Contractor. The Contractor shall commence performance of emergency changes immediately upon authorization. These changes will be performed on a time and material (force account) basis as aforementioned.
- k. The Contractor may not reserve a right to assess impact cost or time, extended job site costs, extended overhead, and/or constructive acceleration at some later date as related to any and all changes. These costs or estimated costs must be supported with full schedule and cost documentation with each proposed change within the prescribed submission times. If a request for a change is denied and the Contractor disputes the denial, the Contractor must supply the aforementioned documentation to support his claim under the dispute clause of this contract The Contractor shall waive his right to impact, extended overhead costs and construction acceleration due to the multiplicity of changes and clarifications.
- l. Contractor and subcontractors by submission of a bid acknowledges and waives the right to claim extended overhead, delay, impact, disruption, etc. if changes issued are within 5 percent of the award amount and/or the number of Request for Information (RFI's) is less than 2,000.
- m. If the changes exceed 10 percent of the contract and/or RFI's exceed 2,000 in number, the Contractor must demonstrate on a case-by-case basis the effect on the contract as a whole with detailed schedule and cost analysis.
- n. Should the Contractor find that a change has not been processed which may effect the immediate controlling activity(s), he shall request a Construction Change Directive (CCD) to proceed on a T&M basis.

END OF SECTION 01035

SECTION 01036

CLARIFICATION AND INSTRUCTION

1.01 DESCRIPTION

Should the Contractor discover conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation of the Contract Documents; or if it appears to the Contractor that the work to be done is not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately notify the Owner in writing on the **Request for Information (RFI)** forms to be provided by the Owner and request interpretation or additional detailed instructions concerning the work.

The Contractor shall follow the Owner's Request for Information procedures, utilize the RFI form as provided by the Owner, and use the prescribed numbering system as developed by the Owner.

In event of failure to agree as to scope of contract requirements, Contractor shall follow procedure set forth in Section 00850: DISPUTES AND CLAIMS.

If the Contractor considers a clarification to be a change, he must submit a cost proposal request within ten (10) calendar days following receipt of instruction or waive his right to the change.

a. Clarification:

The Contractor shall ask for any clarification immediately upon discovery of an issue as outlined under Section A. The Contractor shall submit all requests for clarification and/or additional information to the Owner in writing on the Request for Information form. Subcontractor requests for information or clarification must be made through the Contractor. The Owner, whose decision shall be final and conclusive, shall resolve such questions and issue instructions to Contractor within a reasonable amount of time but in no more than fourteen (14) calendar days. Only responses written and signed by the Owner or Owner's Representative are binding. Should the Contractor proceed with work affected before receipt of instructions from the Owner, the Contractor shall remove and replace or adjust work which is not in accordance therewith and shall be responsible for resultant damage, defect or added cost.

b. Field Instructions: (INFORMATION NOTICE [IN])

The Owner may furnish additional detailed written instructions to further explain the work, and such instructions shall be a part of the contract requirements. Should additional detailed instructions, in the opinion of Contractor, constitute work in excess of scope of the contract, he must submit written notice thereof immediately to the Owner but not more than seven (7) calendar days following receipt of such instruction, and in any event prior to commencement of work thereon. The Owner will then consider such notice and, if the judgment is justified, the Owner's instructions will be revised or the extra work authorized. The Contractor shall have no claim for additional compensation because of such additional instructions unless Contractor gives the Owner written notice thereof within the seven (7) days specified above.

c. Defect/Omission Report: (D/O FORM)

This form will be used to document items of work performed incorrectly or omitted by the Contractor that are non-conforming to the contract documents.

1. D/Os will be written for all work that does not conform to the requirements of the contract drawings.

2. All D/Os will be submitted to the Contractor in written form.
3. The Contractor will be directed to advise the Owner of impacts on the schedule as a result of any D/O.
4. All D/Os will be discussed at project meetings.
5. D/Os will not be closed until a corrective action plan, prepared by the Contractor, is accepted by the initiator of the D/O.

END OF SECTION 01036

SECTION 01040

PROJECT COORDINATION

1.01 CONTRACTOR'S RESPONSIBILITIES

The Contractor's project coordination responsibilities include, but may not be limited to the following. The Contractor shall:

- a. Coordinate the work of all subcontractors and provide copies of coordination schedules as requested by the Owner;
- b. Establish lines of authority and communication; supply the Owner with list a list of 24 hr. emergency contact numbers of all supervisors and subcontractor supervisors.
- c. Include in the scheduled weekly meetings the coordination of various entities and activities. Where necessary, schedule additional coordination meetings for the purpose of coordinating the work, daily security issues, and resolving conflicts;
- d. Provide all subcontractors with reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work;
- e. Make provisions to accommodate items installed by the Owner or by others under separate contracts and/or controls;
- f. Prepare, utilize and submit for information, coordination drawings to indicate how work shown by separate shop drawings will be interfaced and sequenced for installation;
- g. Establish and maintain procedures to ensure that persons performing work at site are skilled in methods and craftsmanship needed to produce required quality-levels. Remove and replace (at no additional cost to the Owner) work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated;
- h. In advance of installation of every major unit of work which requires coordination and interfacing with other work, meet at project site with installers and representatives of manufacturers and fabricators who are involved in or affected by unit of work. Review progress of other work and preparations for particular work under consideration;
- i. Require installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed, and to report (in writing to Contractor) unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to installer;
- j. Where installation includes manufactured products, comply with manufacturer's instructions and recommendations, to extent these are more explicit or more stringent than requirements indicated in contract documents;
- k. Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items;
- l. Provide proper and structurally sound connection devices and methods for securing work as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansion and building movements. Provide uniform joint

widths in exposed work. Refer optional, visual-effect choices to Owner for final decision;

- m. As an integral step of starting each installation, recheck measurements of the work;
- n. Install work during conditions of temperature, humidity, exposure, weather, and status of project which will ensure satisfactory results. Coordinate with entire work. Isolate each unit of work from non-compatible work, as required to prevent rust, electrolysis, and deterioration or any kind due to incompatibility of materials. Where units of work touch, use only materials proven to be compatible;
- o. Coordinate closing-in of work with required inspections and tests, so as to minimize uncovering work;
- p. Where mounting heights are not indicated, refer to Owner for final decision. Submit manufacturer's recommendations;
- q. Coordinate the tolerances of all materials;
- r. Coordinate with the other Contractors; (Reference Section 01010: SUMMARY OF WORK AND WORK BY OTHERS)
- s. Require training for subcontractor field supervision personnel for Airport operations, security and driver's training.

1.02 MUTUAL RESPONSIBILITY

If any part of the Contractor's Work depends for proper-execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results.

Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the work, except as to defects which may subsequently become apparent in such work by others.

Any costs caused by defective or ill-timed work shall be borne by the responsible party to whom the Owner attributes the cause of the defect(s).

Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work or property on the site, the Contractor shall promptly remedy such damage.

1.03 NOTICE AND UTILITY SERVICES

If the Contractor is to tie into existing utilities either in the form of a temporary tie-in or permanent tie-in, the Contractor shall make arrangements with the utility companies and local authorities at no expense to the Owner. Also, if the Contractor damages any existing utilities with his equipment and/or manpower, he shall arrange with the utility company to repair the damaged utilities to their original condition at his expense.

Where such tie-in requires utility shut down, the Contractor must notify the Owner in writing, 7 days in advance of such shut down.

1.04 OVERTIME AND HOLIDAY WORK

Overtime, multiple shift, weekend and holiday work may be required to complete the work within the allotted

time on this calendar day contract. If it becomes necessary to perform any work after regular working hours, on Saturdays, Sundays, or legal holidays in order to bring the Contractor's work into conformance with the Contractor's Work Plan on Progress Schedule due to delays for which the Contractor is responsible, the overtime, weekend, or holiday work shall be performed by the Contractor at no additional cost to the Owner.

1.05 COORDINATION WITH OWNER PERSONNEL

The Contractor shall coordinate and cooperate with Owner personnel throughout the project as they visit the site.

END OF SECTION 01040

SECTION 01043

PROJECT ADMINISTRATION

1.01 DESCRIPTION

- a. The work on this project will be subject to inspection by Owner's representative. No inspector, superintendent, or administrator is authorized to change any provisions of the specifications without written authorization of the Owner, nor shall the presence or absence of the inspector relieve the Contractor from any requirements of the contract.
- b. The Owner may hire a Program Manager to act as their representative for the course of the project or program. The Program Manager will act as the single focal point for program coordination and contract administration, and provide quality monitoring and contract administration.
- c. The Contractor shall adhere to the following procedures established by the Owner which include, but are not limited to, the following:
 1. Prepare a daily construction report, acceptable to the Owner, recording the following information concerning events at the site; and submit copies to the Owner at weekly intervals:
 - a) List of Subcontractors at the site.
 - b) Approximate count of personnel at the site.
 - c) Accidents and unusual events.
 - d) Meetings and significant decisions.
 - e) Stoppages, delays, shortages, losses, etc.
 - f) Meter readings and similar recordings.
 - g) General weather conditions, high & low temperatures.
 - h) Emergency procedures.
 - i) Orders and requests of governing authorities.
 - j) Change Orders received, implemented.
 - k) Services connected, disconnected.
 - l) Equipment or system tests and start-ups.
 - m) Partial Completions, occupancies.
 - n) Substantial Completions authorized.
 2. Be responsible for the quality of the work performed, and take primary responsibility and authority for quality control in accordance with these specifications.
 3. Provide written advance notice to the Owner at least 3 working days prior to the start of work which requires testing as required by governing authorities and/or by these specifications.
 4. Follow the field instructions issued by the Owner.
 5. Prepare and submit Cost Proposals, review with the Owner and submit final proposed Change Order Requests in accordance with the procedures established by the Owner.
 6. Submit Applications for Payment as required.

7. Submit claims in accordance with established procedures as outlined in the General and General Supplemental Conditions.
8. Coordinate the closeout of the project. Follow the procedures for closeout as established by the specifications.
9. Comply with the Owner's notices of noncompliance and utilize the notice of noncompliance form to notify when and how the work is in compliance.
10. Have subcontractors attend project meetings as requested by the Owner.

END OF SECTION 01043

SECTION 01050

FIELD ENGINEERING

1.01 FIELD MEASUREMENTS AND LAYOUTS

The Contractor shall be responsible for complete, timely and accurate field measurements as necessary for proper coordination, fabrication and installation of his materials and equipment. The Contractor agrees to cooperate with the Owner, if required, to accommodate any discovered variations or deviations from the Drawings and Specifications so that the progress of the work is not adversely effected.

The Contractor shall lay out and complete the work to the lines and grades indicated and specified.

The Contractor shall retain and pay expenses of a New Hampshire registered civil engineer or land surveyor to establish on the site, the required reference points and bench marks, establish building lines and elevations, check structural steel framework for plumpness the required basic grid lines from which work of other sections is to be laid out. Tolerances of various materials shall be coordinated.

The Contractor shall lay out his work from established base lines and benchmarks. The Contractor shall be responsible for all measurements therefrom. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials and labor as may be required in laying out any part of the work from the established base lines and benchmarks.

1.02 QUALIFICATIONS OF ENGINEER OR SURVEYOR

The Contractor's engineer or land surveyor shall be licensed in the State of New Hampshire and shall be acceptable to the Owner.

1.03 SURVEY REFERENCE POINTS

Existing basic horizontal and vertical control points for the Project are indicated on the plans.

The Contractor shall locate and protect control points prior to starting site work, and preserve permanent reference points during construction.

- a. Make no changes or relocations without prior notice to the Owner.
- b. Report to the Owner when a reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- c. Require the engineer or surveyor to replace control points which become lost or destroyed; base replacements on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

- a. The Contractor shall establish lines and levels, locate and layout:
 1. Site Improvements:
 - a) Stakes for fill placement.
 - b) Utility slopes and invert elevations.
 2. Batter boards for structures.

3. Building foundations, column locations, and floor levels.
 4. Controlling lines and levels required for mechanical and electrical work.
- b. The Contractor shall verify layouts periodically.

1.05 RECORDS

The Contractor shall maintain a complete, accurate log of control, and survey work as it progresses.

On completion of foundation walls and major site improvements, including underground site utilities, the Contractor shall prepare a certified survey showing dimensions, locations, angles, and elevations of construction.

1.06 SUBMITTALS

The Contractor shall submit the following

- a. Name and address of engineer or surveyor and his/her license number and expiration date.
- b. Documentation to verify accuracy of field engineering work, upon request.
- c. Submit a record of work performed and record survey data in latest version of AutoCAD®.

1.07 VERIFICATION OF LAYOUT

The Owner, at its discretion, may arrange to have the Contractor's grades, measurements, or levels checked and verified by an independent licensed surveyor. If they are found to be outside of allowable tolerances, the Contractor shall pay the cost of the checking or verification.

END OF SECTION 01050

SECTION 01090

REFERENCE STANDARDS

1.01 REFERENCE STANDARDS AND SPECIFICATIONS

Whenever reference standards and specifications published by technical societies, institutions, associations and governmental agencies, such as ASTM, ANSI, FS and the like are referenced in the specifications, the applicable edition shall be the latest date of issue as of the time the bids are received, except that issues listed in governing building code and regulations supersede the above requirements.

In case of conflict between referenced documents and Contract Documents, or between referenced documents, the one having more stringent requirements shall apply.

No provisions of any referenced standards or specifications (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner, the Architect, their offices and the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

Where copies of standards are needed for proper performance of the work, the Contractor shall obtain such copies directly from the publication source. Copies of specified standards shall be maintained at the job-site by the Contractor and made available for review on request by the Owner.

Where reference standard specifications require weather protection, it shall be provided by the Contractor at no additional cost to the Owner and shall be deemed necessary in order to construct the Project within the specified time period.

END OF SECTION 01090

SECTION 01092

ABBREVIATIONS

1.01 ABBREVIATIONS

The following is a partial list of construction industry standard organizations used in the Specifications:

| | |
|--------|--|
| AA | Aluminum Association |
| AIEE | American Institute of Electrical and Electronics Engineers |
| AAMA | Architectural Aluminum Manufacturers Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction |
| ISI | American Iron and Steel Institute |
| ANSI | American National Standards Institute |
| APA | American Plywood Association |
| APWA | American Public Works Association |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWS | American Welding Society |
| BOCA | Building Officials Code |
| CDA | Copper Development Association |
| CS | U.S. Commercial Standards |
| CSI | Construction Specifications Institute |
| FAA | Federal Aviation Administration |
| FIA | Factory Insurance Association |
| FM | Factory Mutual |
| FS | Federal Specifications |
| ICC | International Code Council |
| MLMA | Metal Lath Manufacturers Association |
| MUSFA | Metal Lath/Steel Framing Association |
| MS | Military Specifications |
| MSS | Manufacturers Standardization Society |
| NAAMM | The National Association of Architectural Metal Manufacturers |
| NBS | National Bureau of Standards |
| NEC | National Electrical Code |
| NEMA | National Electric Manufacturers Association |
| NFC | National Fire Code |
| NFPA | National Fire Protection Association |
| NHDOT | New Hampshire Department of Transportation |
| NLMA | National Lumber Manufacturer Association |
| NOAA | National Oceanic and Atmospheric Administration |
| PDI | Plumbing and Drainage Institute |
| PS | Product Standard |
| RSA | Revised Statutes Annotated (NH) |
| SDI | Steel Deck Institute |
| SDI | Steel Door Institute |
| SPR | Simplified Practice Recommendations, U.S. Dept. of Commerce |
| SSPC | Steel Structures Painting Council |
| UL | Underwriters' Laboratories, Inc. |

END OF SECTION 01092

SECTION 01200

PROJECT MEETINGS

1.01 PRECONSTRUCTION CONFERENCE

- a. Prior to commencement of the work, the Contractor will be required to attend a preconstruction meeting at a time and a place selected by the Owner, to discuss procedures to be followed during the course of the work. The Contractor shall follow the procedures as set forth by the Owner.
- b. The purpose of the pre-Construction meeting will be to introduce the Owner's and Architect's / Engineer's key personnel and to review the contract provisions, project procedures, and any other items pertaining to the project.
- c. Attending shall be:
 1. The Owner's Representatives
 2. The Contractor
 3. The Contractor's Superintendent
 4. The Contractor's Project Manager
 5. Contractor's Quality Control Representative
 6. Representatives of the major subcontractors
 7. Others as appropriate
- d. At the preconstruction conference, the Owner will outline the procedures for payment, requests for information, change orders, disputes, submittals, quality control, testing, Contractor's reports, safety, field instructions, meetings, and job closeout. Contractor shall follow procedures provided at the meeting.

1.02 WEEKLY PROGRESS MEETINGS

- a. Once a week, on an agreed upon day and time, the Owner will conduct a progress meeting to review the progress and the status of the work, and to discuss any problems that may arise. The Contractor shall attend all weekly progress meetings. Subcontractor's and vendors' representatives shall attend the progress meetings at the discretion of the Owner, or as appropriate to the particular stage of the work.
- b. Weekly Progress Meetings will be held at the Owner's office located 6 Industrial Drive, Suite 2, Londonderry, NH.
- c. Attending shall be:
 1. The Owner's Representatives
 2. The Contractor
 3. The Contractor's Superintendent
 4. The Contractor's Project Manager
 5. Representatives of the major subcontractors
 6. Others as appropriate
- d. The Contractor shall provide the Owner at least a day before the Progress Meeting, a three-week rolling schedule indicating the past week, current week, and the upcoming week at the weekly Meeting. The schedule will be provided in a bar chart form with information derived from the project CPM schedule, The schedule will include an item designation, activity

description, start and finish dates (both scheduled and actual), a time scaled bar chart for each activity, and a remarks section. In addition, each activity will be coded to note those activities on the critical path and those activities which are behind schedule. At the meeting, the Contractor will provide a verbal status utilizing the three week schedule indicating the progress to date and the forecast for completion.

- e. Meeting notes will be recorded and distributed to the meeting attendees by the Owner. Attendees taking exception to anything in the meeting notes shall state their objections in writing, within 5 working days following the receipt of the notes.
- f. Contractors are to submit at the biweekly or weekly progress meetings, a sheet listing work done last week/two weeks and work proposed for the next week/two weeks, along with a CPM schedule identifying all work proposed for the next week/two weeks.

1.03 MONTHLY PROGRESS MEETINGS

- a. Each month the Contractor is required to take part in a schedule update and progress payment meeting with the Owner to agree on the percentage of the work completed up to the last working day of the current month and establishes an amount to be requested in the Application for Payment. (Section 01310-Progress Schedule, Section 00765 - Measurement and Payment) This meeting may be combined with the weekly meeting.
- b. Monthly Progress meetings will be held at the Owner's office on or near the tenth of the month.
- c. Attending shall be:
 - 1. The Owner
 - 2. The Contractor
 - 3. Subcontractors as required
- d. The Contractor shall bring to the meeting, an itemized draft of the month's proposed billing for review with the Owner. For subcontracts in excess of \$10,000, the Contractor shall break down line items as to the cost of the material and the labor.
- e. Following review of the proposed billing, the Contractor shall prepare an Application for Payment and submit it to the Owner not later than the fifteenth of each month.

1.04 SPECIAL MEETINGS

From time to time as required by job conditions, the Owner may call special meetings among the representatives of the Contractor, subcontractors, and the Architect to discuss particular situations or problems which may arise. The Contractor and his/her subcontractors and/or suppliers, as appropriate, will be expected to attend.

1.05 CONTRACTOR MEETINGS

This Section does not limit meetings among the Contractor, subcontractors and others as the Contractor deems necessary. The Owner may attend the Contractor/subcontractor meeting.

1.06 SCHEDULE APPROVAL MEETINGS

Prior to approval of the CPM schedule, the Owner may require that the Contractor and his/her subcontractors attend meetings to ascertain information for approval of the CPM schedule. This information may include,

but will not be limited to, productivity, manpower loading, activity durations, logic, cost loading, etc. The location will be at the Owner's office. Attending will be the Owner, the Contractor, subcontractors as appropriate, suppliers as appropriate, others as appropriate.

1.07 OTHER REQUIRED MEETINGS

- a. Thirty days prior to the estimated final completion, the Contractor shall hold a meeting to review outstanding punch list items, maintenance manuals, guarantees, close out submittals, bonds, and service contracts for materials and equipment. Implement repair and replacement of defective items, and extend service and maintenance contracts as desired by the Owner.
- b. Location shall be the Owner's office located at 6 Industrial Drive, Suite 2, Londonderry, NH.
- c. Attending shall be:
 - 1. The Owner
 - 2. The Contractor
 - 3. Subcontractors, as appropriate
 - 4. Suppliers, as appropriate
 - 5. Others, as appropriate

END OF SECTION 01200

SECTION 01300

SUBMITTALS

1.01 DESCRIPTION

This Section describes the requirements for the submission of a submittal schedule, shop drawings, product data, samples and other items as specified. (Submittals shall be made through the Owner, minimum of seven (7) copies to the owner for review.) A minimum of seven (7) copies of submittals shall be provided to the Owner for the Owner's review. Other miscellaneous submittals include, but are not limited to, bonds, warranties, guarantees, maintenance agreements, project photographs, survey data and reports, quality testing and certifications, copies of industry standards (if requested), record drawings, operating and maintenance manuals and materials, engineer's calculations and keys.

1.02 SCHEDULE OF SUBMITTALS

- a. The Contractor shall submit a comprehensive and complete Submittal Schedule within (10) calendar days after the notice to proceed.
- b. The schedule shall identify all of the submittal items required by the Contract Documents governing the work.
- c. For each submittal item on the schedule, the following shall be indicated:
 1. The specification reference number.
 2. A place for a submittal number to be assigned by the Contractor.
 3. The date by which that item will be submitted.
 4. Whether the submittal is for review or for the record.
 5. The date by which the submittal is required to be returned to the Contractor.
 6. The date by which the material or equipment must be on the site so as not to delay the progress of the work.
 7. Description of the submittal.
 8. Name, address, and phone number of sub consultants and suppliers.
- d. In preparing the submittal schedule, the Contractor shall consider the nature and complexity of each submittal item and allow ample time for review, revision, correction, re-submittal, and approval sufficiently in advance of the construction requirements.
 1. Allow at least fourteen (14) calendar days for review of each submittal or resubmittal by the Owner unless otherwise indicated.
 2. Allow at least thirty (30) calendar days for review of complex submittals and resubmittals.
 3. No claim for delay will be granted to the Contractor when the delay is caused by failure to make submittals in a timely manner and in accordance with the accepted Submittal Schedule.
 4. Allow adequate time beyond the required review time for processing and distribution of each submittal or resubmittal.
- e. The submittals shall be in sequence with the schedule for work except as required for products known to require long lead time. For submittals of items requiring long lead time, submit written verification of the required lead time from the supplier.

- f. The Submittal Schedule shall be considered a part of the Progress Schedule required under Section 01310.
- g. At weekly progress meetings, the Contractor shall submit a detailed, updated and accurate schedule of anticipated submittals for the next three week time period for review by the Owner. In addition, a list of those submittals which have been provided since the last weekly meeting, submittals which have been returned since the last weekly meeting, any submittals which are overdue as compared to the requested return date, and a current list of all submittals and resubmittals shall be submitted.
- h. To the greatest extent possible, the Contractor shall make single submissions covering the entire work of individual Specification Sections. Partial or 'phased' submittals for work of the same Section will not be reviewed unless prior written approval is obtained from the Owner.
- i. Fifteen (15) days after notice to proceed, the Contractor shall provide a listing to the Owner of all administrative submittals required by the Contract, including such items as the Work Plan, CPM schedule, submittal schedule, etc. It will include a description of the item to be provided and the number of days after notice to proceed for submission.
- j. All submittals related to interior finish selections shall be delivered as a single, comprehensive package in order to allow for a simultaneous and comparative review.

1.03 SUBMITTAL TRANSMITTAL FORM AND SUBMITTAL REQUIREMENTS

The Contractor shall include in each transmittal the following information and forward to the Owner an accompanying transmittal.

- a. The number of the submittal. (Para. 1.04)
- b. The date of the submittal.
- c. The Contractor's name.
- d. The subcontractor's name.
- e. The Project name.
- f. The Project number.
- g. The Specification Section.
- h. The Drawing reference.
- i. On the transmittal record, note the date sent and the requested due date from the Owner.
- j. Note the quantity and type of submittal.
- k. Note the Drawing/item, date, and description of the submittal.
- l. Note any deviations from the Contract Documents.
- m. The Contractor's certification review of the submittal and compliance with the requirements of the Contract Documents.
- n. Field dimensions identified as such.
- o. Any other pertinent information.
- p. All attachments to the transmittal record will be identified with the submittal number.

1.04 SUBMITTAL NUMBERING SYSTEM

Submittals shall be numbered sequentially by specification section. Resubmittals shall be followed by " - 1", '-2", '-3" etc. as necessary for each resubmission. For example, the first submittal regarding Section 14261 will be "14261-001". The second submittal in that section shall be 14261-002". The first resubmittal of 14261-002" will be 14261-002-01."

1.05 CONTRACTOR'S RESPONSIBILITIES

- a. The Contractor shall maintain a log of submittals showing the submittal number, description, specification section, schedule submittal date, date to the Owner, requested due date, date received from Owner, submittal review action code, and comments. The Contractor shall submit a current copy of the submittal log each month.
- b. The following information shall be included, where applicable:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 5. Relation to adjacent structure or materials.
 - 6. Field dimensions, clearly identified as such.
 - 7. Applicable standards, such as ASTM numbers.
 - 8. A 4" x 4" blank space for the Architect's stamp.
 - 9. Notes identifying deviations from the Contract documents.
 - 10. "Clouds" on resubmittals showing revised areas.
- c. The Contractor shall submit drawings and samples in accordance with the approved schedule of submittal dates.
- d. The Owner shall be notified in writing, at the time of submission, of deviations in submittals from the requirements of the Contract Documents. The Contractor's responsibility for deviations in submittals shall not be relieved by the Owner's review of the submittals, unless the Owner gives written acceptance of specific deviations. No changes should be made without an approved Change Order. (Section 01035 CHANGE ORDER PROCEDURES)
- e. The Contractor shall indicate by signed stamp that the submittal has been thoroughly checked and that it is in strict accordance with the contract requirements.
- f. The Contractor's responsibility for errors and omissions in the submittals shall not be relieved by the Owner's review.
- g. The Contractor shall be responsible for the accuracy of the submittals and for the proper fitting, verification of dimension, verification of quantities, construction of the work, furnishing of materials, and work required by the Contract Documents but not indicated on the submittals.
- h. Submission of shop drawings, calculations, product data, etc. in either original submission or when resubmitted with corrections, constitutes evidence that the Contractor has checked all information thereon, and that he/she accepts and is willing to perform the work as shown, in a workmanlike manner, and in accordance with the best standard practice.
- i. The Contractor shall not submit drawings, samples, or data for products that have not been specified unless such products have been formally approved as a substitute. (Section 01630 PRODUCT OPTIONS AND SUBSTITUTIONS)
- j. No work which requires submittals shall begin until such submittals have been reviewed by the Owner and returned to the Contractor.
- k. The Contractor shall notify the Owner immediately if he/she considers any comments, notations, instructions, notes, etc. applied to the submittals by the Owner to be a change to

the contract requirements. The Contractor shall initiate an RFI (Request for Information) identifying the scope of the work which they consider to be a change to the contract requirements. The RFI will be submitted in accordance with the IR processing requirements contained within the Specification.

- l. The Contractor shall perform no portion of the work requiring submittal until such submittal is made to the Owner and the review process is completed.

1.06 OWNER'S RESPONSIBILITIES

- a. The Owner will review submittals with reasonable promptness as defined below for design concept and compliance with the Contract Documents.
- b. The Owner's review of the shop drawings will be for general conformance with design conditions only and will not relieve the Contractor of his/her responsibility for quantity, fit, dimensions, coordination and full compliance with all of the Contract documents.
- c. The Owner reserves the right to reject submittals which, in its opinion, are incomplete and/or lack sufficient information to enable them to accomplish a thorough review.
- d. The Owner may reject resubmittals which do not clearly indicate where revisions have been made to the original submittal.
- e. The Owner will reject submittals for product which have not been specified unless such products have been formally approved as acceptable substitutes. (Section 01630 PRODUCT OPTIONS AND SUBSTITUTIONS)
- f. The Owner's review of the submittals shall not be construed as approving departures from the Contract requirements.
- g. The Owner's review of the submittals shall not relieve the Contractor from responsibility for any violation, indicated on such submittals, of local, City, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or public utilities having jurisdiction.
- h. The Owner's review of separate items does not constitute review of an assembly in which the item functions.

1.07 RESUBMISSION REQUIREMENTS

- a. Shop drawings:
 1. The Contractor shall revise initial shop drawings as required.
 2. Areas of the revision shall be indicated by drawing a ☐cloud☐ around the revised areas and identify revisions by a revision number and date. The Owner's review of a resubmission shall not constitute acceptance of any changes not specifically requested on the prior submission.
- b. Product data and samples:
 1. New data and samples shall be submitted as required for initial submittal.

1.08 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- a. The Contractor shall distribute copies of submittals which carry the Owner's consultant's stamp to:
 - 1. The Contractor's project site file and the project record file.
 - 2. Subcontractors as appropriate.
 - 3. Others as appropriate.

END OF SECTION 01300

SECTION 01310

PROGRESS SCHEDULE

1.01 DESCRIPTION

- a. The Contractor shall prepare, maintain and update detailed progress schedules. The schedules shall be a true and accurate representation of the contract's work plan and shall accurately reflect and report the actual performance and progress of the work.
- b. The Contractor's attention is specifically directed to the fact that submission and approval of Interim and Contract CPM Progress Schedules as well as CPM Progress Schedule updates, are required in order for the Owner to certify the approximate amount of work performed and compensation earned by the Contractor. (Section 00765, Measurement and Payment)

1.02 REQUIREMENTS

- a. The Contractor shall submit a complete computer-generated project CPM Project Schedule. This *Baseline* Schedule shall reflect the contractor's projected plan and schedule to complete all work within contract time specified.
- b. Schedule submittals are subject to review and acceptance by the Owner. The Owner retains the right to withhold progress payments until the Contractor submits a Progress Schedule acceptable to the Owner.
- c. The Contractor shall submit monthly progress review and update of the schedule as basis of each progress payment (Section 00765, Measurement and Payment).
- d. A computer scheduling system shall be utilized for producing CPM Progress Schedule drawings and network reports. The preferred scheduling software shall be MS Project Primavera or equal compatible, and approved, software.
- e. Where system testing is required in no case shall more than 90-percent of the value be paid prior to the system passing all applicable tests.
- f. Mobilization activities shall include any costs necessary for the Contractor to set-up operations on-site, including but not be limited to: bonds, permits, field office, utilities, equipment, insurance, and storage trailers.
- g. At the head of the schedule, provide a two item cost correlation line indicating "Pre calculated" and "Actual" costs. On the line, show dollar - volume of work performed as of the dates used for preparation of payment applications.

1.03 PREPARATION GUIDELINES

- a. The Progress Schedule shall represent a practical plan to complete the work within the Contract time for completion. The Progress Schedule shall be consistent in every way with the Contractor's Work Plan submitted previously.
 - 1. A schedule extending beyond the Contract time will not be acceptable.
 - 2. A schedule showing the work completed in less than the Contract time may be found by the Owner to be impractical.

3. A schedule found to be impractical for the preceding reason or any other reason shall be revised by the Contractor and resubmitted.
 4. A schedule showing the work completed in less than the Contract time, which is found to be practical by the Owner, shall be considered to have float. The float is the time between the scheduled completion of the work and Contract completion date. Float is a resource available to both the Owner and the Contractor.
 5. Approval of the Contractor's schedule if based on less time than the maximum time allowed does not serve to change the specified time of completion, nor serve as a waiver of the Contractor's nor the Owner's right to the full amount of time specified as the time of completion, unless the time of completion is changed by a formal change order to this contract.
 6. The Contractor's Progress schedule shall be formulated with written allowance for adverse weather conditions normally anticipated. The Contract time has been predicated assuming a normal amount of adverse weather. The weather days will be calculated utilizing NOAA data for the local area and will be based on a ten year average for the number of days per month for which rainfall is greater than $\frac{1}{2}$ of one inch. The Contractor will provide copies of the NOAA data and the summation of the number of weather days per month to the Owner with the CPM schedule. The weather days shall be shown on the schedule.
 7. Not less than 20-calendar days will be established prior to completion for punch list completion and cleanup.
 8. No more than 15-percent of the activities shall be critical or near critical. Near critical is defined as float in the range of 1 to 10 workdays.
 9. No activity shall have duration greater than 15 days.
- b. The Progress Schedule shall clearly show the sequence and interdependence of construction activities and shall specifically as a minimum indicate:
1. The start and completion of all items of work, their major components, and interim milestone completion dates, if any.
 2. Activities for procurement, delivery, installation and completion of each major piece of equipment, materials, and other supplies, including:
 - a) Time for submittals, resubmittals, and reviews.
 - b) Time for fabrication and delivery of manufactured products for the work.
 - c) The interdependence of procurement and construction activities.
 3. Items related to action by others (Owner, regulatory agencies, other contractors) that may cause interference or be required to be completed by other before Work can start or finish.
- c. The schedule shall:
1. Be in sufficient detail to assure adequate planning and execution of the work. Activities should generally range in duration from 3- to 15-work days each. Except for procurement items which shall have a duration which starts with approval of shop drawings and ends with delivery to construction site.

2. Be suitable, in the judgment of the Owner, to allow monitoring and evaluation of progress in the performance of the work.
3. Show detailed subcontractor work activities. The General Contractor will provide a schedule for all subcontractor/ general contractor CPM schedule meetings which are to be held prior to the submission of the CPM schedule to the Owner. The Owner will be allowed to attend the scheduled sessions as an observer. In addition to the general contractor / subcontractor meetings, the Owner may require Contractor and Subcontractors to attend scheduled development meetings to ascertain information for approval of the CPM schedule.
4. Be calendar time-scaled in the form of an activities-on-arrow network diagram:
 - a) The activities shall include:
 - (1) Description; what is to be accomplished and where.
 - (2) Calendar day duration.
 - (3) Responsibility code; identifiers who performs the activity. One per activity.
 - b) The network shall show continuous flow from left to right.
5. Identify days per week and hours/shifts per day that Contractor intends to work.
6. Include time for the Owner to review submittals (14 calendar days) or observe the work.
7. Identify the activities which constitute the controlling operations or critical path.
8. Include activities for start up and testing of equipment and/or systems, completion of punch list items and demobilization.
- d. Submittal of the Progress Schedule shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that work will be executed in the sequence indicated on the schedule. The Contractor shall distribute progress schedule to subcontractors for review and acceptance which will be noted on the subcontractor's letterhead to the General Contractor and transmitted to the Owner for the record.

1.04 SCHEDULE OF SUBMITTALS

- a. Within 15-days after the Notice to Proceed, the Contractor shall provide the Owner with the complete Contract CPM Progress Schedule.
- b. Within 30-days after Notice to Proceed, the Contractor shall provide to the Owner copies of a project calendar delineating days and hours of work and holidays included in the schedule.
- c. Not later than the last day of each month thereafter during duration of project, the Contractor shall provide the Owner with copies of an updated schedule showing work progress. Submittal of the updated schedule shall be attached with the request for payment and will be a condition of monthly payment (Section 00765: Measurement and Payment)
- d. An updated schedule shall be prepared and submitted each month and shall include as a

minimum the following:

1. Approved changes to Contract.
 2. Any "slippage" due to procurement delays, rain, strikes and other delays.
 3. Changes in activity sequencing or duration as modified from previous submittals.
- e. Copies of all subcontractor's schedules as submitted to the General Contractor shall be provided as a backup for the CPM.

1.05 FORM OF SUBMITTAL

- a. All schedule submittals shall include seven (7) copies of the submittal report and seven (7) copies of the CPM network diagram. In addition, the Contractor shall submit the schedule on floppy data disk or on a CD.
- b. Costs for preparation and reproduction of all schedule submittals shall be borne by the Contractor. Contractor is presumed to have allocated such costs to the bid items he/she deemed most appropriate.
- c. Specifically, all schedule submittals shall consist of a computer-generated, time-scaled detailed graphic network diagram; a detailed narrative report; a current activity tabulation report; schedule activity analysis reports.
 1. The activity tabulation report generated by the current computerized schedule shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity or work items:
 - a) Preceding and succeeding event numbers.
 - b) Activity description and number.
 - c) Estimated current duration of each activity.
 - d) Earliest start date (by calendar date).
 - e) Earliest finish date (by calendar date).
 - f) Latest start date (by calendar date).
 - g) Latest finish date (by calendar date).
 - h) Scheduled float.
 - i) Percentage of activity completed, or number of working days remaining (for updates only).
 - j) Actual start date (by calendar date) (for updates only).
 - k) Actual finish date (by calendar date) (for updates only).
 2. The computer-generated mathematical analysis reports shall be consistent with the information shown on the detailed graphic network diagram. The computer generated mathematical analysis reports shall include the following:
 - a) A network report sorted by early start.
 - (1) A network report sorted by total float.
 - (2) A network logic report indicating the preceding and succeeding activities.
 - (3) A six (6) week look ahead schedule based on early start sort.
 3. The detailed narrative report shall include a summary of progress this period; describe any special problems (with proposed solutions) or assumptions underlying the CPM schedule. The report shall also include a tabulation of all activities

completed or partially completed, a discussion of all activities added or deleted, or change in either logic and/or duration during the report period. The report shall state the percentage of the work actually completed as of the report date, and the progress along the critical path in terms of days ahead or behind the allowable dates.

1.06 ANALYSIS AND UPDATING OF THE SCHEDULE

- a. The Contractor is responsible for accuracy of the information contained in the schedule reports including the computerized CPM, and subsequent updates of the CPM. The Owner acts as a data monitoring agent only for this information. The Owner will not produce computerized CPM schedule drawings. Producing computerized CPM schedule drawings and revisions to schedule drawings is the responsibility of the Contractor.
- b. Once each month, the Contractor shall participate with the Owner in a schedule review to update the activity progress.
- c. As part of the detailed analysis the Contractor shall discuss any planned changes in the work, planned restraints, logic, sequence or timing of work shall be submitted in a written revision to any impacted portion of the progress schedule for the Authorities approval. Upon approval, the Contractor shall revise the computerized progress schedule in the next scheduled update.
- d. If, according to the updated CPM schedule, the Contractor is behind the milestone completion date(s) (Section 00500), considering all approved time extensions, the Contractor shall submit a recovery schedule (Section 01310-1.07) showing a workable plan to complete the Project on time. The Owner may assess interim withholds pursuant to Section 00765: Measurement and Payments.
- e. Scheduling of approved changes is the responsibility of the Contractor. The Contractor shall revise the schedule drawing to incorporate all activities involved in completing the change orders and submit it to the Owner for review and approval.
- f. If the Owner finds the Contractor is entitled to an extension of the completion date under the provisions of the Contract, the Owner's determination of the total number of days extension will be based upon the current analysis of the schedule and upon the data relevant to the extension.
- g. The Contractor acknowledges and agrees that delays to non critical activities (those with float), will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the final Contract completion date.

1.07 RECOVERY SCHEDULE

- a. Where the Contractor is 7 days behind schedule the Contractor shall submit a written recovery schedule indicating how the Contractor intends to bring the Work back on schedule within the next 45 day period.
- b. Such recovery schedule shall be submitted within 7 days of submission of a current progress schedule which indicates a 7 or more days delay.
- c. The recovery schedule shall indicate any proposed adjustment to labor hours, work hours, sequencing of Work activities and/or any other approach to the construction in order to accomplish recovery of lost time or to overcome a specific obstacle or obstacles that would otherwise hold up Work.

- d. Should the contractor fail to submit and implement such a recovery schedule the Owner may assess interim withholds. (Section 00765, para 1.09)

1.08 LIQUIDATED DAMAGES

- a. Failure to meet the dates for Contract milestone completion will result in the assessment of liquidated damages as provided in Section 00840 LIQUIDATED DAMAGES AND EXTENSIONS.

1.09 OWNER'S APPROVAL OF CPM PROGRESS SCHEDULE

- a. Neither the acceptance, review or approval of any CPM Progress Schedule or other data submitted by the Contractor pursuant to this Section, nor any other action on the part of the Owner under this Section shall in any way be deemed as a representation by the Owner that the Contract can or will be permitted to follow a particular schedule or sequence of operations or that by following any such schedule or sequence he/she can or will complete the Work by the time(s) required by the Contract or by any other time(s). Nor shall the approval of any CPM progress Schedule or other such data relieve the Contractor of his/her obligation to complete the Contract by the time(s) required in the Contract, even though such CPM Progress Schedule approved may be inconsistent with such completion.
- b. Any approval under this Section shall be construed merely to mean that the Owner knew of no good reason at that time to object thereto. No acceptance, review or approval any other action under this Section shall limit, affect or impair the Contractor's obligation to perform all Work by time(s) required by the Contract and in accordance with all other provisions of the Contract.

1.10 PERFORMANCE OF WORK

- a. The performance of the Work by the time(s) required in the Contract after taking into account extensions to which the Contractor may be entitled may require the use by the Contractor of overtime labor, additional shifts or additional plant and equipment and/or other measures. In any event, the Contractor shall anticipate, avoid and mitigate the effects of all delays, whether or not such delays involve activities with float. The Owner shall have the right at any time when in their judgment the Work is not proceeding in accordance with the approved CPM Progress Schedule or at any time when it is likely that the Work might not be completed by the time(s) required in the Contract even though the Contractor is proceeding in accordance with the approved CPM Progress Schedule, to order the Contractor without additional compensation, to employ additional shifts to increase the number of field staff employed, to use additional plant or equipment, or to take such other steps as may be necessary or required to assure the completion of the various operations within the time(s) allotted therefore in the approved schedule or by the aforesaid completion time(s).
- b. No action on the part of the Contractor pursuant to this Section shall be construed as request by him/her for an extension of the time(s) for completion required by the Contract. A request for an extension of time shall be deemed made only if it complies with the requirements of Section 00840 LIQUIDATED DAMAGES AND EXTENSIONS. No extension of the time(s) for completion shall be inferred because of any action, omission to act, or statement on behalf of the Owner pursuant to this Section.

END OF SECTION 01310

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.01 SHOP DRAWINGS

- a. Submit to the Owner no fewer than eight (8) copies of blueline or blackline prints of each shop drawing. Sepias shall be submitted without folds.
- b. The sheet size of shop drawings shall not exceed 30" x 42".
- c. Each shop drawing shall have blank spaces large enough to accept 4" x 4" review stamps of the Contractor, the Owner or the Owner's consultants.
- d. Shop drawings shall include plans, sections, and details including complete information for making connections with other work and any other information necessary to adequately describe the unit of work.
- e. Materials and finishes shall be clearly identified and, where applicable, specification section numbers shall be included as reference.
- f. Identify details by reference to sheet and detail numbers shown on the Contract Documents.
- g. Identify applicable standards, such as ASTM numbers, Federal or State Specification numbers on the drawings.
- h. Identify deviations from the Contract Documents.

1.02 PRODUCT DATA

- a. Submit no fewer than seven (7) copies of manufacturer's catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, and other descriptive data as required by the Specification Sections. When manufacturer's printed literature is required to be submitted it shall be submitted in original form. Heat transfer or other impermanent reproduction method or fading type of reproduction will not be accepted - Make one coordinated submittal for each unit of work of system. Three (3) copies will be returned to the Contractor.
- b. Mark the manufacturer's data to clearly indicate the items to be included as a part of the work. Product data submitted with multiple items and no clear indication as to which item is to be used in the work will be returned to the Contractor without being reviewed.
- c. Submit manufacturer's standard printed recommendations for application and use. Supplement standard information to provide additional information applicable to the Project.
- d. Include dimensions and clearances required. Indicate field dimensions which have been checked and verified.
- e. Show performance characteristics and capacities.
- f. Show wiring diagrams and controls.
- g. Review product data prior to submission to the Owner. Stamp and sign each submittal to

indicate that the Contractor has reviewed the submittal for compliance with the Drawings and Specifications.

1.03 SAMPLES

- a. The purpose of sample installations shall be to clearly establish standards of quality for the project prior to proceeding with the work. The Contractor shall construct, prepare, or otherwise provide samples/sample installations as directed by the Owner. All costs related to providing, maintaining and removing required samples shall be paid by the Contractor.
- b. Submit four (4) samples as specified. Unless otherwise specified, samples shall be of sufficient size and quantity to clearly indicate:
 - 1. Functional characteristics of the product or material, with integrally related parts and attachment devices.
 - 2. Full range of color samples.
- c. Requirements for field samples and mockups:
 - 1. Erect at site in locations acceptable to the Owner.
 - 2. Construct each mockup or field sample; include all items required in the finish work.
 - 3. Mockups or field samples shall remain in place until the work it represents has been completed and accepted by the Owner.
- d. Label each sample to indicate the name of the Project, Contractor, manufacturer, brand, quarry, job number, and Federal Specification or ASTM number, where applicable.
- e. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than three units) where unavoidable variations may be expected, and describe or identify the variations between units of each set. Provide full set of optional samples where Owner's selection is required.
- f. Prepare samples to match the Owner's samples where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliances with standards. Submit samples for the Owner's review and conformation of color, pattern, and texture.
- g. After a sample has been accepted, no change in brand or manufacturer will be permitted unless satisfactory written evidence is presented to, and accepted by the Owner, that the manufacturer cannot make scheduled delivery of the accepted material, or that the material delivered has been rejected and substitution of suitable material is an urgent necessity.
- h. Maintain returned final set of samples at project site, properly protected and in suitable condition and available for quality control comparisons by the Owner and others. Quality control set shall serve as the basis for comparison for following work, and shall establish the standard of color, pattern, texture, workmanship, and other qualities as applicable.
- i. Returned samples which are intended or permitted to be incorporated in the work are so indicated in individual sections, but must be undamaged at the time of use.
- j. Where colors are specified or described by the Owner to match a manufacturer's standard paint color number, secure sample color chips of sufficient size from the manufacturer and

prepare matching samples for review by the Owner.

END OF SECTION 01340

SECTION 01360

QUALITY CONTROL SUBMITTALS

1.01 CALCULATIONS

- a. Where calculations are required by the specifications, they shall be prepared by a New Hampshire registered professional engineer who shall sign and stamp the submittal prior to submission to the Owner.
- b. Submit five (5) copies of required calculations for the record only. The Owner will not be responsible for checking calculations.
- c. Indicate all formulas and criteria used in the preparation of calculations.
- d. Submit calculations on 8-1/2" x 11" sheets only with the following information on each sheet:
 1. The name and address of the engineer.
 2. The license number, stamp and signature of the engineer.
 3. The project name and address.
 4. The Contractor's name and address.

END OF SECTION 01360

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

1.01 QUALITY ASSURANCE

- a. The Contractor shall secure the services of a professional photographer who is skilled and experienced in construction photography and whose work samples are acceptable to the Owner.
- b. The Contractor shall not replace the photographer without the Owner's written approval.

1.02 SUBMITTALS

- a. The Contractor shall comply with pertinent provisions of Section 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
- b. Except as otherwise directed and paid for, the Contractor shall furnish photographs of the project, the views shall be as directed or approved by the Resident Engineer. The photographs shall show the project site prior to construction, the work in progress and the project site at the completion of work.

A minimum of 24 color photographs will be taken during each 30 day period of the contract. A 35 mm camera shall be used to take photographs.

- c. On the back of each print *attach a printed label*, in a manner not damaging to the print, showing:
 1. Job name;
 2. *A descriptive* location from which photographed;
 3. Date of photograph;
 4. Photographer's name, address and photograph number.
- c. At the completion of each 30-day period of the project, the Contractor shall deliver to the Owner two color prints of each view and the negatives, by a date stipulated by the Owner.
- e. The Contractor shall not permit prints to be issued for any other purpose without specific written approval from the Owner.

2.01 CONSTRUCTION PHOTOGRAPHY

- a. Aerial Photographs
 1. The contractor shall furnish six (6) color aerial photographs of the entire airport, including all airport boundaries, I-293 on the north, the F.E. Everett Turnpike on the west, Route 28 on the east, and Delta Drive on the south. This photograph shall be taken with a mapping quality (cartographic) camera. The contractor shall submit certification that the camera has been calibrated within the last three (3) years in accordance with USGS mapping standards. The photo shall be vertical and shall be enlarged to 1" = 400'.
 2. The contractor shall furnish six (6) color aerial photographs of the entire airport, including all airport boundaries, North Perimeter Road on the north, Brown Avenue on the west, Harvey Road on the east, and South Perimeter Road on the south. This

photograph shall be taken with a mapping quality (cartographic) camera. The contractor shall submit certification that the camera has been calibrated within the last three (3) years in accordance with USGS mapping standards. The photo shall be vertical and shall be enlarged to 1" = 200'.

3. Snow cover will not be permitted. Photos shall not be obscured by cloud cover. Photos shall be clear, in focus, with high resolution and sharpness. Color shall be correct; overly green or washed out photos will not be accepted. The Contractor shall submit to the Owner, contact prints of the photograph for approval prior to making enlargements. Enlargements shall be mounted on gaterboard and shall be identified on the back of the gaterboard. Photos shall be suitable for photogrammetric mapping.
4. Aerial photographs shall be taken at the time, during the progress of the contract, directed by the Owner. This time shall not be less than 30 days prior to final completion.
5. *The Contractor shall furnish a scanned image of the aerial photo electronically on a CD, as specified by the Owner.*

b. Site Photographs

1. To the maximum extent practicable, the photographer shall take photographs at approximately the same time of day throughout the progress of the work.
2. When inclement weather is anticipated, the Contractor shall consult with the Owner to determine acceptable alternative arrangements.
3. Each photograph shall be clear, in focus, with high resolution and sharpness, and with minimum distortion.
4. The Owner may/will direct the Contractor to change locations as the construction progresses.
5. The Owner will select the locations to provide diversified overall views of the work, from positions which are expected to remain accessible throughout progress of the work.
6. The Contractor shall identify each location by word description, by marked drawing, or by such other means as acceptable to the Owner, to enable future photographs to be taken from the same position.

END OF SECTION 01380

SECTION 01400

QUALITY CONTROL

1.01 GENERAL

- a. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.
- b. The intent of this section is to enable the Contractor to establish a necessary level of control that will:
 - 1. Adequately provide for the production of acceptable quality materials.
 - 2. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
 - 3. Allow the Contractor as much latitude as possible to develop his or her own standard of control.
- c. The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.
- d. The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

1.02 OWNER'S DUTIES AND RESPONSIBILITIES

The Owner has the right, but not the duty to monitor and inspect all work performed by the Contractor to insure performance of the work to the Contract Drawings and Specifications. All work shall be subject to inspection and test by the Owner at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Owner and shall not relieve the Contractor of responsibility for providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Owner shall be construed as constituting or implying acceptance.

1.03 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

- a. The Contractor is responsible for the quality of the work performed under this Contract as well as the quality of the material, equipment, and supplies furnished by him/her to be incorporated into the work.
- b. The Contractor shall designate a Quality Control Representative who will be on-site at all times while the respective Contractor's work is in progress and will have the authority and

responsibility to accept or reject items of work. The Contractor's Quality Control Representative may delegate his/her duties but the primary responsibility and authority rest in him/her.

- c. The Contractor's Quality Control Representative shall coordinate the submittal of all shop drawings, product data and samples to the Owner. Any submittal that is a change to the Contract requirements shall be identified as such and transmitted to the Owner. No work requiring submittal of a shop drawing, product data or sample shall be commenced until the submittal has been reviewed and accepted by the Owner.
- d. Where the Owner chooses to test any materials or equipment, the Contractor shall cooperate with the Owner's material testing laboratory. The Contractor shall notify the Owner when any material or equipment is in place in accordance with the Contract Documents and ready for testing or inspection.
- e. The Contractor shall notify the Owner two working days prior to when testing/inspection is required. The Contractor will request all tests and inspections in accordance with the Owner's request and approval for testing services procedures on the form supplied by the Owner. The Contractor will not contact the testing firms directly.
- f. The Contractor's Quality Control Representative shall review his/her drawings, procurement documents and Contracts to insure that the technical information provided and all work performed is in accordance with latest revisions of the Contract Drawings and Specifications.
- g. The Contractor's Quality Control Representative shall perform an inspection upon receipt at the site of all materials, equipment and supplies. Items which are damaged or not in conformance with the respective submittals, quality standards, Contract Drawings and Specifications will be identified and segregated from accepted items. Items thus identified shall not be incorporated into the work until corrective action acceptable to the Owner is completed. Items determined unsalvageable will be removed from the job site.
- h. The Contractor will establish a performance testing plan for all equipment and systems for mechanical, electrical, plumbing, heating or air conditioning, security, communications, and hardware. The testing plan will include test and report forms for each type of application and will be approved by the Owner. The performance testing of each equipment and system will be documented and approved by the Owner. Copies of the approved performance tests will be required for project closeout. (Section 01700 and section 01730)

1.04 DESCRIPTION OF PROGRAM

The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 7 calendar days before the preconstruction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

1.05 QUALITY CONTROL ORGANIZATION

The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.
- b. Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:
 1. Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
 2. Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
 3. An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
 5. Highway materials technician certified at Level III by NICET.
 6. Highway construction technician certified at Level III by NICET.
 7. A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.
- c. The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.
 - d. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.
 - e. The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:
 - f. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by INSPECTION REQUIREMENTS of this specification.
 - g. Performance of all quality control tests as required by the technical specifications and QUALITY CONTROL TESTING PLAN.
 - h. Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.
 - i. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

1.06 PROJECT PROGRESS SCHEDULE

The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not

relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

1.07 SUBMITTALS SCHEDULE

The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

1.08 INSPECTION REQUIREMENTS

Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 1.11.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.
- b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

1.09 QUALITY CONTROL TESTING PLAN

As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);

- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 1.11.

1.10 DOCUMENTATION

The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. **Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
 - 1. Technical specification item number and description;
 - 2. Compliance with approved submittals;
 - 3. Proper storage of materials and equipment;
 - 4. Proper operation of all equipment;
 - 5. Adherence to plans and technical specifications;
 - 6. Review of quality control tests; and
 - 7. Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the workday following the day of record.

- b. **Daily Test Reports.** The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

1. Technical specification item number and description;
2. Test designation;
3. Location;
4. Date of test;
5. Control requirements;
6. Test results;
7. Causes for rejection;
8. Recommended remedial actions; and
9. Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

1.11 CORRECTIVE ACTION REQUIREMENTS

The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

1.12 SURVEILLANCE BY THE ENGINEER

All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

1.13 NONCOMPLIANCE

The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- a. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- b. Order the Contractor to stop operations until appropriate corrective actions are taken.

Should the Contractor fail to correct work in a reasonable time, the Owner will issue a Notice of Noncompliance. The Contractor shall notify the Owner of his/her plan to repair or replace the work for approval. The Contractor will maintain a log of all Notices of Noncompliance which shall contain the following information: Notice number, description, specification section, date issued, date response from the Contractor, date corrected, number of days to correct, and remarks. The Contractor will present this log at the weekly meetings and shall keep it currently updated. Upon compliance with the notice of noncompliance, the Owner will officially notify the Contractor.

Operation and Check Out Testing: The Contractor shall provide personnel and equipment to perform the operational tests and checkout of equipment, facilities or equipment constructed, fabricated or installed under this Contract. The Owner will coordinate and witness all such tests. Notification shall be given at least 2-days in advance of the scheduled tests. Refer to requirements for operating and maintenance data and training specified in Section 01730.

Substantial and Final Inspection: The Owner will coordinate and attend all final inspections of the work. Requests for finalizing portions of the work performed under this Contract shall be made to the Owner at least 15-days in advance of the inspection. Prior to requesting a final inspection, all tests of the equipment and systems shall be completed. Refer to Section 01700 for detailed requirements for substantial completion and final completion inspections for project closeout. The Contractor will be provided with a punch list from the Owner indicating items over and above those shown on the Contractor's punch list. The Contractor will at each weekly meeting during the closeout period, provide an annotated punch list indicating those items which have been completed and are ready for inspection. The Contractor will maintain and keep this list current and provide a copy to the Owner each week until all items are complete. Prior to the request for substantial completion and throughout the life of the project, the Contractor will maintain a testing and inspection schedule. This schedule will be provided at each weekly meeting indicating the tests or inspections which will be required during the following week. Based on this schedule, the Contractor will provide the required Request for Testing forms.

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proven unsatisfactory in service.

END OF SECTION 01400

SECTION 01410

TESTING LABORATORY SERVICES

1.01 OWNER'S INDEPENDENT TESTING AGENCY

- a. The Owner may use the independent testing agency to perform tests, inspections and sampling of the work after start of construction.
- b. The Owner's use of the independent testing agency shall in no way relieve the Contractor of his/her obligations to perform the work in accordance with Contract requirements.
- c. Testing costs incurred to the Owner's Independent Testing Agency for excessive repeated testing as a result of the Contractor's poor quality control of any material, shall be the responsibility of the Contractor.
- d. The testing agency is not authorized to release, revoke, alter, or enlarge on, the requirements of the Contract Documents, approve or accept any portion of the work, and perform any of the Contractor's duties.

1.02 QUALITY CONTROL/ASSURANCE

- a. The Contractor shall employ and pay their own approved Testing Laboratory, separate from the Owner's, to make tests demonstrating material compliance with the Specifications, and to prepare mix designs for concrete.
- b. The Contractor's testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.
- c. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of ASTM.

1.03 CONTRACTOR'S RESPONSIBILITIES

- a. Initiate and coordinate tests and inspections required by Contract Documents and public authorities having jurisdiction of the work.
- b. Notify the Owner a sufficient time in advance of the manufacture of materials to be supplied which, by requirements of the Contract Documents, must be tested at the source of supply so that the Owner may arrange for testing if appropriate.
- c. When changes of construction schedule are necessary during construction, coordinate all such changes with the Owner as required (Section 01310 PROGRESS SCHEDULE).
- d. When the Owner is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for testing attributable to the delay may be backcharged to the Contractor and shall not be borne by the Owner.
- e. Provide access, facilities, tools and labor necessary for duties to be performed at the site by the Owner including furnishing ladders, hoisting, lighting, water supply and like services.
- f. Provide and maintain, for the sole use of the Owner, adequate facilities for the safe storage and proper curing of concrete test cylinders on the Project site as required by ASTM C31.

- g. Furnish and deliver samples of materials to be tested at no extra cost to Owner. Test samples will be selected by the Owner and not by the Contractor.
- h. Contractor's Test Reports:
 - 1. Furnish 7 copies of each test and inspection report, signed and certified by the Contractor's Supervising Engineer, to the Owner.
 - 2. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the work.
 - 3. The reports shall include detailed information relative to progress and condition of work including variances from the Contract Documents, and stipulating dates, hours and locations of the tests and inspections, as applicable.
- i. Records:
 - 1. Maintain correct records on an appropriate form for all inspections and tests performed, instructions received from the Owner or testing agency, and actions taken as a result of those instructions.
 - 2. These records shall include evidence that the required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.), proposed or directed remedial action, and corrective action taken.
 - 3. Document inspections and tests as required by each Section of the Specifications.
- j. If laws, ordinances, rules, regulations or orders of public agency having jurisdiction require work to be inspected, tested or approved by some authority other than the Owner, or Contractor, the Contractor shall give required notices and make arrangements, deliver to the Owner the certificates of inspection, test, or approval of such public agency, and pay costs thereof unless otherwise provided in the Contract Documents.

1.04 TEST PROCEDURES

- a. Testing:
 - 1. The Contractor's Testing Laboratory will perform tests according to method(s) of test specified in these Specifications.
 - 2. If no procedure or test method is specified, testing shall conform to material specification references unless otherwise directed by Owner.
 - 3. The Owner will tag, seal, label, record or otherwise suitably identify the materials for testing. No materials shall be used in the work until the test reports are approved, excepting only the materials specified to be placed or installed prior to testing.
- b. Re-testing:
 - 1. Repeat applicable tests at specified intervals, when:
 - a) The source of supply is changed.
 - b) The characteristics of the materials change or vary.
 - c) Unsatisfactory test results.
 - 2. Quantity and nature of additional testing, if required, will be determined by the

Owner.

3. Additional tests shall be taken in the presence of the Owner.
4. Proof of noncompliance will make the Contractor liable for any corrective action which the Owner feels is prudent, including complete removal and replacement of defective materials.
5. Nothing contained herein is intended to imply that the Contractor does not have the right to have tests performed on any material at any time for his/her own information and job control so long as the Owner does not assume responsibility for costs or for giving them consideration when appraising quality of materials.

1.05 PAYMENT FOR TESTING PERFORMED BY THE OWNER

- a. Initial Services:
 1. The Owner will pay for initial testing services when initial tests indicate compliance with the Contract Documents.
 2. When initial tests indicate noncompliance with the Contract Documents, the costs of initial tests associated with that noncompliance will be deducted by the Owner from the Contract Sum.
- b. When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.
- c. The Contractor shall reimburse the Owner all of the inspection and testing costs incurred by the Owner due to:
 1. Failure of materials to pass initial tests.
 2. Contractor's failure to complete the work within the Contract time, and any previously authorized extensions thereof.
 3. Covering of work before the required inspections or tests are performed.
 4. Additional inspections required for Contractor's correction of defective work.
 5. Overtime costs of acceleration of work done for Contractor's convenience.

1.06 CODE COMPLIANCE TESTING

- a. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.07 CONTRACTOR'S CONVENIENCE TESTING

- a. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.08 REQUEST FOR TESTING PROCEDURES

- a. Testing will be performed as ordered by the Owner. The Contractor will follow the Owner's procedures for requests for tests and inspections. The procedure will be as follows:

- b. The Contractor will fill out the request for testing form provided by the Owner.
- c. The request for test will be made by the Contractor at least 48-hours in advance of the needed date for the test.
- d. Contractor shall describe the test and the date the test is required. The request will be given to the Owner for approval.
- e. The Owner shall request the services from the testing agency.
- f. The testing agency will be provided a copy of the testing request which will be completed by the testing firm indicating the services provided.
- g. The Contractor will provide a testing schedule which will be reviewed each week for the follow week's work.

1.09 INSPECTION REQUIREMENTS

Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 1.11.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.
- b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

1.10 QUALITY CONTROL TESTING PLAN

As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);

- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 1.12.

1.11 DOCUMENTATION

The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- 1. Technical specification item number and description;
- 2. Compliance with approved submittals;
- 3. Proper storage of materials and equipment;
- 4. Proper operation of all equipment;
- 5. Adherence to plans and technical specifications;
- 6. Review of quality control tests; and
- 7. Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

- b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- 1. Technical specification item number and description;
- 2. Test designation;
- 3. Location;

4. Date of test;
5. Control requirements;
6. Test results;
7. Causes for rejection;
8. Recommended remedial actions; and
9. Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

1.12 CORRECTIVE ACTION REQUIRED

The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

END OF SECTION 01410

SECTION 01540

GENERAL SITE SECURITY

1.01 DESCRIPTION

- a. The Contractor shall comply with all applicable federal, state and local laws. This includes but is not limited to 14 CFR Part 77 (Obstructions to Navigable Airspace), 14 CFR Part 139 (Certification of Airports) and 49 CFR Part 1542 (Airport Security).
- b. Provide protection for materials, tools and equipment being employed on the Project including the tools of workers. The Owner shall not be held to have incurred any liability for loss of, and damage to, materials, tools and equipment of the Contractor, or of those employed by him, by contract or otherwise.
- c. The Contractor shall employ such security service as he may deem necessary to properly protect and safeguard the work. The Owner shall not in any way be liable or responsible for the damage or loss to the work due to trespass or theft.
- d. The Owner may provide such security service as he deems necessary to protect his interest during the progress of the work. Any protection provided by the Owner shall not in any way relieve the Contractor of the responsibility for the safety of the work and acceptance thereof.
- e. The Contractor shall be responsible for controlling access to the work area and insuring that airport security is maintained at all times, including set-back security clearances enforced at the Airport, parking garage(s) and parking lots. The Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) may impose fines of \$11,000.00 or more for security violations and incursions into active aircraft operation areas. In addition, the Owner may impose additional fines and/or penalties for such violations. The contractor shall pay all fines assessed against the airport due to violations caused by the Contractor and his personnel, subcontractors, and vendors.
- f. Parking of personal cars at the work sites will not be permitted, except in areas indicated on contract drawings. The Contractor, as a subsidiary obligation shall provide adequate and safe transportation for his employees from the area where the cars are parked, to and from the work area. Employees and drivers of work vehicles will be instructed as to proper access roads and will be cautioned that unauthorized use of aircraft pavements or other areas outside the designated work area may lead to their arrest and subsequent payment of fines.
- g. All orders for material shall instruct the supplier of the procedures to be followed.
- h. The Contractor shall submit to the Owner within 10 days after signing of the contract a written Safety Plan detailing his methods of operations including but not limited the precautions he proposes for the control of vehicle traffic including flag person , signs, escorts and any other measures he proposes. After Owner approval of the Operations, the Contractor shall follow it explicitly. The Owner may close the work at any time this schedule is violated so as not to endanger airport or aircraft operations. Such closure shall not be considered a valid reason for extending the contract time or for any claim for extras by the Contractor.
- i. All security arrangements shall be subject to the approval of the Owner.

- j. The Contractor's personnel and vehicles will not have access to the entire airport, but shall be limited to work areas and the staging area.

1.02 PROTECTION

- a. Continuously maintain protection as necessary to protect the work as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- b. Properly protect the work:
 - 1. With lights approved by the Owner, guard rails, temporary covers, and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the work against storm and accident.
 - 4. Provide such additional forms of protection which may be necessary under existing circumstances.
- c. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the work and to exclude unauthorized persons from the work area. When regulated by Building Code, OSHA or other authority, such legal requirements for protection shall be considered as minimum requirements; be responsible for the protection in excess of such minimum requirements as required.

1.03 WORK IN THE AIR OPERATIONS AREA

- a. If the Contractor is required to perform work within the AIR OPERATIONS AREA (AOA), the Contractor shall be required to follow the requirements of the specification Section 01540-AIP entitled SITE SECURITY IN THE AOA found in the project documents entitled Supplemental Conditions for Airport Improvement Projects.

These requirements include but are not limited to the following:

- 1. Badging and identifying Contractor personnel;
- 2. Securing access point to the AOA.

1.04 CONTROL OF SITE

- a. The Contractor shall ensure that no alcohol, firearm, weapon or controlled substance enters or is used at the Project site. The Contractor shall immediately remove from the site and terminate the employment of any employee found in violation of this provision.
- b. Install approved temporary enclosure of partially completed construction areas to prevent unauthorized entrance, vandalism and theft.
- c. Secure temporary storage areas as required to prevent theft.
- d. To the extent possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Such exposures include (where applicable, but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high-speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive

testing, misalignment excessive weathering, unprotected storage, improper shipping and handling, theft and vandalism.

END OF SECTION 01540

SECTION 01545

SAFETY PROGRAM

1.01 DESCRIPTION

- a. The Contractor (and his subcontractors) shall, at all time, exercise reasonable precautions for the safety of all persons. All rules, regulations, and laws concerning safety that are in effect at the work site, and in particular, all applicable regulations of the Occupational Safety and Health Administration (OSHA) of the U.S. Government, in addition to all the requirements of these specifications, shall be complied with in all respects.
- b. The Contractor shall provide adequate equipment and facilities as are necessary and required for first aid service to any person who may be injured in the prosecution the work under this contract whether they are his own personnel, his subcontractor's personnel, the owner's representative, or other persons who may for any reason enter within the limits of the contract work. Also the Contractor shall have standing arrangements for or have effective written procedure on site, to care, and for removal and hospital treatment of any person who may be injured. Such equipment or facilities and arrangements shall be satisfactory to the Owner.
- c. Attention shall be directed to the requirements that the Contractor comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc.
- d. Within 15-days after Notice to Proceed, Contractor shall submit a Safety Plan to the Owner for review. The Safety Plan shall not be paid for separately but shall be considered incidental to the project. The Contractor shall be required to comply with the Safety Program Plan and all applicable Federal, State, and local regulation codes, rules, laws and ordinances. When work is required in the Air Operation Areas (AOA), the Safety Program Plan shall address the provisions set forth within specification Section 01100 entitled SPECIAL PROJECT PROCEDURES in the project document entitled Project Requirements.
- e. Review of the Safety Program Plan shall not relieve the Contractor of any responsibility for complying with all applicable safely regulations nor, by reviewing the Safety Program Plan, will the Owner assume any of the Contractor's responsibilities for compliance with the said safety regulations.
- f. The Contractor further agrees to indemnify and hold the Owner harmless for, of and from any loss including but not limited to fines, legal fees, penalties and corrective measures. The Owner may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
- g. It is essential that each Contractor and Subcontractor implement an effective and vigorous Safety and Health Program to cover his portion of the work. It shall be understood that the full responsibility for providing a safe place to work with respect to his portion of the work rests with each individual contractor.

1.02 SAFETY REQUIREMENTS

- a. Standards: Maintain the Project in accordance with State and local safety and insurance standards.

- b. The wearing of non-conducting, hard, safety hats on the job is mandatory. The Contractor shall be responsible for and shall enforce the wearing of such safety hats by his personnel and the personnel of his subcontractors. The Contractor shall keep at least 5 safety hats at the work site for use by others inspecting or visiting the work site.
- c. All employees must wear approved safety shoes unless special shoes for the types of work are required.
- d. All tools and devices that require electric power shall be properly grounded.
- e. Safety glasses shall be worn by all workmen when performing operations hazardous to the eyes, and all welders shall be provided with suitable welding masks.
- f. If any blasting for rock, ledge or large boulder removal is required for the Contract work and is allowed by the Owner, all blasting and handling of explosives shall be done in accordance with all applicable safety regulations and ordinances concerning such work and shall be done in a manner so as to provide for the safety of all persons and so as not to damage property. The Contractor shall be responsible for notifying the Owner, Air Traffic Control, Manchester Airport Fire Department and the local sheriff within 48 hours of blasting operations.
- g. All open trenches, excavations, etc. shall be kept well marked, barricaded and/or covered as required for the safety of persons, aircraft or vehicles on the site. Such excavations shall not be left open at night, on weekends, or during other periods when active construction is not being performed unless covered or otherwise protected.
- h. Hazards Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
 - 4. Cover trash containers and dumpsters to eliminate attraction of birds and other wildlife as well as avoid wind blown debris.
- i. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on Project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.
- j. Provide accident information on the forms provided by the Owner. This information will be provided on the same day as the occurrence of said incident.
- k. The Owner will identify safety issues as they become apparent and will issue Notices of Noncompliance to the Contractor. These notices, however, do not relieve the Contractor of the sole responsibility for safety on the job site.
- l. In the event of any emergency constituting an immediate hazard to health or safety of Owner employees, property, or licensees, the Owner may undertake at the Contractor's expense, without prior notice, all work necessary to correct such hazardous conditions when it was caused by work of the Contractor not being in accordance with requirements of this contract.

- m. If, at any time, in the sole judgment of the Owner, the work is not properly lighted, barricaded or in any other respects safe in regard to public travel, persons on or about the work, or public or private property, the Owner shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Owner may put the work into such a condition that it shall be, in his opinion, in all respects safe. *The Owner has the right to shut down the job site if the Contractor does not comply with the Owner written requests of Non-Compliance in the form of a D/O. In such an occurrence the Contractor abandons his/her rights for claiming cost or schedule compensation for any related delays.*

The Contractor shall pay all costs and expenses incurred by the Owner in so doing. Such action of the Owner, or their failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions of the insufficiency or the safety precautions taken by him or by the Owner acting under authority of this paragraph.

- n. Fire Prevention: All operations in connection with the contract work shall be so performed that no fire hazards are needlessly created or permitted to exist. If the contract work involves a fire hazard, sufficient fire fighting equipment with trained, capable operators shall be in the area to contain any fire until the local fire department is able to arrive. Particular care shall be exercised with regard to the disposition of waste materials, the nature of quality of which might create or increase a fire hazard. The Contractor shall make sure that persons employed directly or indirectly by him while working in connection with this contract comply with any fire prevention regulations of the Owner. The Contractor shall also have a procedure for promptly notifying local fire fighting organizations in case of fire. The Contractor shall be responsible for compliance by personnel of his organization for their cooperation in fire prevention, fire reporting, and protective measures to minimize loss.

1.03 ENVIRONMENTAL CONTROL OFFICER

- a. The Contractor shall designate one of his staff as "Environmental Control Officer", whose duties shall include the responsibility for enforcing the environmental protection provisions of these Specifications including safety and health; the requirements of the Occupational Safety and Health Act; and other applicable Federal, State, and local standards. Contractor shall submit, for information his intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, erosion control plan, demolition program, and safety and health plan.

END OF SECTION 01545

SECTION 01560

TEMPORARY CONTROLS

1.01 DESCRIPTION

a. Noise and Vibration Control:

1. Comply with all applicable state and local laws, ordinances, and regulations relative to noise control.

b. Dust and Dirt Control:

1. Conduct construction operations to prevent windblown dust and dirt from interfering with the progress of the work.
2. Periodically water construction area as required to minimize the generation of dust and dirt.
3. Hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins.
4. Prevent dust and dirt from accumulating on walls, roadways, parking areas, and planting, and from washing into sewer and storm drains.
5. Take special precautions to assure that dust and dirt does not affect the various communications and control systems.
6. The Engineer reserves the right to employ outside assistance to provide corrective measures if the Contractor fails to provide proper dust control. Such incurred direct costs plus project engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's period cost estimates.

c. Water Controls and Dewatering:

Do not permit surface or subsurface water, and other liquids to accumulate on or in areas adjacent to the Project site. Should such conditions be encountered or develop, control the water, or other liquid, and suitably dispose of by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or methods as required. The Contractor shall pay all costs related to the design, construction, maintenance and removal of dewatering systems.

The Contractor shall protect the work, including but not limited to all excavation trenches, buildings and material from storm water, ground water, back-up or leakage of sewers, drains or other piping, and from water of any other origin and shall control, collect and dispose of any accumulation of such water.

Dewatering operations shall include, but not be limited to:

1. Furnishing, operating and maintaining all pumps, piping, drains and other equipment including spare units available for immediate use in the event of equipment breakdowns.
2. Designing, constructing, maintaining and removing cofferdams, temporary underdrains, wellpoints and all other systems necessary for dewatering.
3. Disposing of all water in a safe and proper manner, acceptable to governing authorities.

d. Pollution Control:

1. No burning of refuse, debris, or other materials will be permitted on or in the vicinity of the Project site.
2. Comply with regulatory requirements and anti-pollution ordinances during the performance of construction and disposal operations, including the disposal of solid, liquid and gaseous contaminants.

e. Soil Disposal:

Dispose of excess soil in accordance with requirements of local authorities at legal dump site(s). Excess soil may be stockpiled during construction for reuse but shall be removed prior to completion of the Project.

f. Erosion Control:

Erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property as a result of the construction of this Project, including the stockpiling of excavated material. The Contractor shall prepare and submit an erosion control plan within 30-days from the Notice to Proceed. The Contractor's erosion control plans are supplemental to the controls identified in the original design plans, and additional detail may be required in the supplemental plans than the detail given on the original design plans. The Owner or the Owner's designated representative will perform biweekly inspections and an inspection following a 0.5-inch rain event. These inspections will concentrate on erosion and sediment controls. Temporary erosion control measures include, but are not limited to the following:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the Project or channeled into the storm drain system which serves the runoff area. Storm runoff shall have all silt and mud removed prior to being released in a storm drainage system.
2. Temporary drainage structures, and other devices shall be provided to channel storm runoff water into the: respective permanent storm drainage systems during construction. Mud and silt shall be settled out of the storm runoff before said runoff enters the storm drainage system.
3. Embankment, graded and excavation areas shall be protected from erosion and the resulting siltation of downstream facilities and adjacent areas by use of temporary erosion control measures.

g. Cleaning:

During handling and installation of work at Project site, clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects. (Reference Section 01710 CLEANING found in project document entitled Project Requirements.)

END OF SECTION 01560

SECTION 01590

CONTRACTOR'S FIELD OFFICES AND SHEDS

1.01 DESCRIPTION

- a. The Contractor shall furnish, install, and maintain field offices and sheds required for the performance of contract work.
- b. No existing facilities at the Project site will be available for use as field office or storage areas.
- c. The Contractor shall construct, install, and maintain field offices and sheds in accordance with applicable regulatory requirements.
- d. The Contractor's Staging Area is indicated on the Contract Drawings. Reference specification Section 01010: SUMMARY OF WORK AND WORK BY OTHERS; Article 1.03, Site Availability and Staging Areas.
- e. The construction of the field office shall be structurally sound, weathertight, with floors raised above the ground. Doors shall be sturdy and shall be provided with provisions for dead bolt locking, temperature transmission resistance compatible with occupancy and storage requirements, and painted as directed by the Owner.
- f. Portable or mobile buildings complying with the specified requirements may be used.
- g. Storage Sheds:
 - 1. Number and Sizes: Adequate for material storage and handling requirements.
 - 2. Ventilation: Comply with specified and regulatory requirements for stored products.
 - 3. Heating: Adequate to maintain temperatures specified in the Specification Sections for the products to be stored.
 - 4. Lighting: As required to facilitate product handling and inspection.
- h. The Contractor shall obtain the Owner's approval of locations for field offices and sheds prior to commencing site preparation for the structures.
- i. The Contractor shall maintain the telephone, electrical, water, heat and sanitary systems to the trailer at all times during construction. Relocate the utility poles and other utility lines as necessary to maintain construction work at no additional cost to the Owner.
- j. Provide permanent nameplate on each item of service connected or power-operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied areas, is not conspicuous.
- k. Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

- l. Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- m. When specified in individual Sections, provide extra stock of products, materials, or equipment, stored at locations designated by the Owner.

END OF SECTION 01590

SECTION 01600

MATERIALS AND EQUIPMENT

1.01 SUMMARY

- a. This section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- b. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- c. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
- d. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions."

1.02 DEFINITIONS

- a. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in the construction industry.
- b. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- c. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
- d. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- e. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.03 SUBMITTALS

- a. Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
- b. Form: Prepare the product listing schedule with information on each item tabulated under the following column headings:
 - 1. Related Specification Section number.
 - 2. Generic name used in Contract Documents.
 - 3. Proprietary name, model number and similar designations.

4. Manufacturer's name and address.
 5. Supplier's name and address.
 6. Installer's name and address.
 7. Projected delivery date, or time span of delivery period.
- c. Initial Submittal: Within 21 days after date of commencement of the Work, submit 3 copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
- d. Completed Schedule: Within 42 days after date of commencement of the Work, submit 3 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
- e. Architect's Action: The Architect will respond in writing to the Contractor within 2 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products, but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include the following:
1. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.04 QUALITY ASSURANCE

- a. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.
- b. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- c. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- d. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- e. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
1. Name of product and manufacturer.
 2. Model and serial number.
 3. Capacity.

4. Speed.
5. Ratings.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- a. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- b. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- c. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- d. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- e. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- f. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- g. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- h. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.06 PRODUCT SELECTION

- a. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- b. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- c. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
- d. Semi-Proprietary Specification Requirements: Where three or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
- e. Non-Proprietary Specifications: When the Specifications list less than three products or manufacturers that are available and may be incorporated in the Work, but do not restrict the

Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

- f. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - 1. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
- g. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
- h. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
 - 1. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
- i. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.
- j. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division-1 for allowances that control product selection, and for procedures required for processing such selections.

1.07 INSTALLATION OF PRODUCTS

- a. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01610

DELIVERY, STORAGE, AND HANDLING

1.01 TRANSPORTATION AND HANDLING

- a. Manufactured products shall be delivered in the manufacturer's original unbroken containers or packaging, with identifying labels intact and legible.
- b. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and verify that products are properly protected and undamaged.
- c. Handle products and packages in a manner to avoid soiling or damaging.
- d. Promptly remove damaged or defective products from the site, and replace at no increase in Contract Sum.
- e. Tight wood sheathing shall be laid under any materials that are stored or moved over finished surfaces. Reinforced non-staining kraft building paper and plywood or planking shall be laid over all types of finished floor surfaces in traffic areas before moving any material over these finished areas. Wheelbarrows, if used over such areas, shall have rubber-tired wheels.

1.02 STORAGE

- a. Store manufactured products in accordance with the manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges specified by the manufacturers.
 - 3. Control delivery schedules to minimize long-term storage at site, particularly for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.
- b. Exterior Storage:
 - 1. Store fabricated products above the ground on blocking or skids to prevent soiling and staining.
 - 2. Cover products subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - 3. Store loose granular material in a well drained area on solid surfaces to prevent mixing with foreign matter. Arrange storage to facilitate inspection.
- c. Periodically inspect stored products to assure that specified conditions are maintained and the products are free from damage or deterioration.
- d. Protection after Installation:

1. Provide coverings necessary to protect installed products from damage due to traffic or construction operations. Remove coverings when no longer needed.
 2. Maintain temperature and humidity conditions for interior equipment and finish products in accordance with the manufacturers' instructions.
- e. The Contractor will be permitted to store equipment needed for the immediate work on hand within the work area as approved by the Owner. Equipment not in use will be returned to the appropriate Contractor's staging area. All equipment booms shall be lowered at the close of each day's work or when stored. All equipment will be parked in the staging area at the close of work each day and whenever it is not in use.

END OF SECTION 01610

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

1.01 PRODUCTS

- a. The term "product" includes materials, systems, and equipment. Products shall be new, undamaged, of the types specified, and furnished in ample quantities to facilitate proper execution of the work.
- b. When requesting a product substitution, select an option which is compatible with other products already specified
- c. Where available, provide standard products or types which have been produced and used previously and successfully on other Projects and in similar applications.

1.02 LIST OF PRODUCTS

- a. Include substitutions in the required submittal list (Section 01300 SUBMITTALS), showing the names of the manufacturers proposed to be used for each of the products identified in the Specifications, and, where applicable, the name of the installer.
- b. The Owner will reply, in writing, to the Contractor stating whether, after due investigation, there is reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Owner may state that action will be deferred until the Contractor provides further data. No reply by the Owner shall not constitute waiver of any requirement.
- c. Up to and until 60-days after the date of the Notice to Proceed, the Owner will consider the Contractor's formal requests for substitutions in place of the specified items under the conditions set forth in this Section, assuming the item was listed in paragraph A above. No requests will be considered 60-days after the Notice to Proceed except as specified in this Section.

1.03 CONTRACTOR'S OPTIONS

- a. The Contractor has the following options:
 - 1. For products specified only by reference standards, select any product meeting those standards, by any manufacturer.
 - 2. For products specified by naming several products or manufacturers, select one of the specified products or manufacturers or submit a request, as required by this Section, for substitution, for any product not specifically named. Where only one manufacturer is specified but other manufacturers are listed as acceptable, their products shall be treated as a substitution and submitted in accordance with the requirements specified in this Section.
 - 3. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equal", "equal to", or "approved equal", "equivalent to"; submit a request, as required by this Section, for substitution, for any product not specifically named.
 - 4. If it is known that a specified product is not a feasible or acceptable selection, notify

- the Owner in writing before proceeding with the purchase of the product.
5. Where only compliance with an imposed standard, code, or regulation is required, select any product satisfying the requirement.
 6. Where matching with an existing sample is required, the final decision whether a product proposed matches the sample satisfactorily is the Owner's judgment.
 7. Except as otherwise indicated, where Specifications include the statement: "as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with Specifications) is the Contractor's option, and the selection of color, pattern, and texture shall be the Owner's selection.

1.04 REQUIREMENTS FOR SUBSTITUTIONS

- a. Products proposed for substitution shall comply with specific performances indicated and/or specified, and which are recommended by the manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- b. Products proposed for substitution shall have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for fabricating, finishing, testing, and similar operations in manufacturing process.
- c. A proposed substitution shall not be purchased or installed by the Contractor without written acceptance from the Owner. Acceptance of any substitution shall not relieve the Contractor from responsibility for the proper execution of the work and any other requirements specified in the Contract Documents.
- d. The Contractor shall be responsible for the effect of a substitution of related work in the Project, and shall pay additional costs generated by a substitution, including the costs of the Owner's additional services.
- e. The burden of proving that the proposed substitution is "equal to the specified product is upon the Contractor and such proof shall include sufficient factual and comparative data and information necessary to establish that the requested substitution is equal in quality, utility, structural strength, mechanical and technical performance, finish, arrangement of plan, repair and maintenance, compatibility with other existing or specified items, and any other relevant data.
- f. By making a request for substitution, the Contractor:
 1. Represents that he has personally investigated the proposed substitute product and has determined that it is equal or superior in all respects to the specified product.
 2. Represents that he will provide the same warranty for the substitution that he would have for the specified product.
 3. Certifies that the cost data presented is complete and includes all related costs under the contract.
 4. Waives all claims for additional costs or schedule impact related to the substitution which subsequently become apparent.

5. Will coordinate the installation of the substitute, making sure changes as may be required for the work to be complete in all respects.
- g. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 2. Acceptance will require substantial revision of the Contract Documents.
 3. The proposed product is inferior to the specified product as judged by the Owner.
 4. Request does not include sufficient data for the Owner to make a reasonable judgment regarding the acceptability of the proposed substitution.
- h. The Owner will be the judge of the acceptability of proposed substitutions, and his determination will be final.
- i. Approval of a substitution shall not relieve the Contractor from responsibility for the proper execution of the work and other requirements of the Contract Documents.
- j. If a substitution is rejected, provide the product originally specified.

1.05 REQUESTS FOR SUBSTITUTIONS

- a. Submit 7 copies of a written request for a substitution and data substantiating the request to the Owner in enough advance notice to allow a thorough evaluation by the Owner. Each request shall include the following:
1. Complete technical data of all characteristics of the originally specified item, including drawings, reference standards, performance specifications, cost data, samples, and test reports of the product proposed for substitution. Submit additional information if requested by the Owner. Annotate the specific salient characteristics which are being compared to those of the originally specified item. The mere submission of catalog cuts and/or other data without the annotation is not acceptable. See the following paragraph which requires line-by-line comparison.
 2. Data similar to that specified for the item for which the substitution is proposed. Include a line-by-line comparison of characteristics between specified item and proposed substitute documenting equal status. Highlight by underlining or other means characteristics that are different from those of the specified item. Equivalency will be based on salient characteristics as determined by the Owner
 3. Effect on the progress schedule.
 4. Complete breakdown of costs indicating the cost amount to be added to or deducted from the Contract Sum if the proposed substitution is accepted.
 5. Certification by the Contractor that the proposed substitution is in compliance with the Contract Documents and applicable regulatory requirements.
 6. List of other work, if any, which may be affected by the substitution.
 7. Availability of maintenance service and source of replacement materials.

8. Samples, if requested, of both the originally specified product and the proposed substitute product.
9. Name and address of similar Projects on which the proposed substitute product was used. Include name, address and telephone numbers of the Owner for each Project.
10. Sample of standard form of guarantee or warranty offered by the manufacturer for the substitute product proposed.

1.06 REQUESTS FOR SUBSTITUTIONS AFTER TIME SPECIFIED

- a. No substitution of materials, products, or equipment will be considered after the time described in the above paragraphs unless the specified material cannot be delivered or incorporated into the work in the time allowed due to conditions beyond the control of the Contractor.
- b. The Contractor shall reimburse the Owner's cost for additional services required by the Owner to review and process substitutions.
- c. Written requests for substitutions shall include reasons for the request, proof that delivery is impossible, complete description and data of the proposed substitute necessary for a complete evaluation of costs, delivery time, and other necessary information.
- d. Costs of delays which could have been avoided by the timely submission of requests for substitutions shall be borne by the Contractor.

1.07 SUBSTITUTION PROCESSING

- a. Submit substitutions on a Request for Information form provided by the Owner; follow the request for information processing requirements. In addition, maintain a Request for Substitution log which will indicate the following: The RFI number, description, the date submitted to the Owner, the date required for return, the date returned from the Owner, and comments. This log will be reviewed at the weekly progress meetings.

END OF SECTION 01630

SECTION 01700

PROJECT CLOSEOUT

1.01 PREPARATION FOR SUBSTANTIAL COMPLETION

- a. When the work is substantially complete, submit the following to the Owner:
 1. A written notice that the work is substantially complete.
 2. A detailed, complete, and comprehensive list of items to be completed or corrected.
 3. Certification that all mechanical, electrical, plumbing, security, communications, and hardware equipment has been tested and is operational. The Contractor will provide copies of all test results and reports including a binder by division fully indexed, outlining all equipment and performance tests. In addition, the Contractor will certify the Airport's maintenance and operational personnel have received the specified training. (Section 01730 OPERATING AND MAINTENANCE DATA.)
- b. After receipt of the above items, the Owner shall set up an inspection to determine whether or not the Project, or portion of the Project, is ready for Punch List Inspection.
- c. Should the Owner determine that the work is so incomplete it does not warrant a punch list inspection, the Owner will:
 1. Within a reasonable amount of time, notify the Contractor in writing that the work is incomplete. Charges may be assessed for reinspection.
 2. Instruct the Contractor to promptly remedy the deficiencies in the work, and send a second notice of substantial completion to the Owner.

1.02 ACHIEVING SUBSTANTIAL COMPLETION

- a. When the Owner determines that the work is ready for the Punch List Inspection, the Contractor will arrange for the inspection by the Owner and representatives of the Owner as necessary.
- b. The Owner shall prepare a coordinated Punch List and will determine which items shall be completed by the Contractor to achieve substantial completion.
- c. The Owner will transmit the Punch List to the Contractor and will advise the Contractor as to the items that he must complete to achieve Substantial Completion.
- d. Beneficial Occupancy and Substantial Completion are not one and the same. The Owner has the right to beneficially occupy any portion of the Project, or the Project as a whole, at any time in accordance with the General Conditions.

1.03 SUBSTANTIAL COMPLETION

- a. When the specific Punch List items have been completed to the extent that the work can be utilized for the intended use, the Owner will prepare a Certificate of Substantial Completion for the City and will attach a list of the balance of the punch list items to be completed for final completion. Other items which do not conform to the Contract Documents may be added to the list at any time.
- b. At Substantial Completion, the Owner has the right to move in furnishings and equipment, and initiate its security control system. On all final Punch List work after the security system

has been activated, the Contractor's work force, equipment, and material may be subject to security procedures, including searches. Any delay associated with this process is part of the base Contract and will not be considered as an extra cost under the Contract.

1.04 FINAL COMPLETION

- a. When the Contractor considers the work to be complete for final inspection, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with the Contract Documents.
 - 3. Work has been completed in accordance with the Contract Documents.
 - 4. Work is completed and ready for final inspection.
 - 5. Submit certified copy of final Punch List of itemized work to be completed or otherwise resolved for acceptance, endorsed and dated by the Owner.
 - 6. Obtain the required 'Certificate of Occupancy'.
- b. After receipt of the above, the Owner will set up an inspection to determine whether or not the Project is ready for final inspection. The review shall consist of verifying that the remaining Punch List items from the Substantial Completion inspection have been completed.
- c. Should the Owner find the work to be incomplete, the Owner shall advise the Contractor in writing that the work is not acceptable. The Contractor may be assessed for additional inspection costs.
- d. The Contractor shall send another Certificate when the work is complete.
- e. After the Owner has completed the final inspection and when the Owner finds that the work is complete under the Contract Documents, the Owner shall determine 'The Date of Final Completion' and shall notify the Contractor. The Contractor shall proceed to prepare for final closeout/acceptance and shall make final closeout submittals.

1.05 CLOSEOUT/ACCEPTANCE

- a. Responsibilities of the Contractor, prior to acceptance by the Owner, shall include but may not be limited to:
 - 1. Submitting a statement showing accounting of changes to the Contract Sum.
 - 2. Submitting warranties, maintenance agreements, final certifications, and similar documents required by the Contract Documents.
 - 3. Submit certification that materials used are asbestos free.
 - 4. Advising the Owner of pending insurance change-over requirements.
 - 5. Obtaining and submitting releases enabling the Owner's full and unrestricted use of the work and access to services and utilities, including where required, occupancy permits, operating certificates, and similar releases. Provide all release of liens from subcontractors and suppliers.
 - 6. Submitting final record documents, operations & maintenance manuals and data, damage or settlement surveys, property surveys, and similar final record information as required by the Contract Documents. The Owner may withhold final payment of retainage until the record documents and operations & maintenance manuals and data have been accepted by the Owner as referenced in specification Section 00730-19.

7. Delivering tools, spare parts, extra stocks of materials, and similar physical items to the Owner.
 8. Making final change-over of locks and forward keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 9. Removing all temporary facilities and services, along with construction tools and equipment mock-ups, and similar elements.
 10. Preparing final Application for Payment in accordance with the General Conditions and these Specifications.
 11. Submitting signed lien waiver forms as stipulates by the Owner.
 12. As required by Airport Improvement Program (AIP) funded projects, submit a statement showing accounting of all DBE participation actually used in the execution of the project to the Owner. Should the actual DBE participation be less than the amount committed to in the Contractor's Goals and Assurance for Disadvantaged Business Enterprises, then the Contractor shall provide written documentation of their good faith effort to achieve the goal per the requirements of the Manchester Airport DBE Plan.
- b. After acceptance of the work by the Owner, the final payment will be made. (Section 00730).

END OF SECTION 01700

SECTION 01720

RECORD DOCUMENTS

1.01 DESCRIPTION

- a. This Section describes the requirements for maintaining records of actual conditions in the field and for changes in the work.
- b. The purpose of final Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modifications of the work to proceed without lengthy and expensive site measurements, investigation, and examination.
- c. The Owner shall have access to record documents at any time prior to final turn over to the Owner.

1.02 DOCUMENTS REQUIRED

- a. Maintain at the site the following record documents:
 - 1. Complete Contract Drawing set.
 - 2. Specifications and Addenda.
 - 3. Change Orders and other modifications to the Contract.
 - 4. Field Instructions and other written instructions from the Owner.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Test Reports.
 - 7. Requests for Information.
 - 8. General Correspondence.
 - 9. Record Document Drawings.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- a. Store record documents and samples in Contractor's field office apart from documents used for construction. Provide files and racks for storage of documents. Provide locked cabinets or secure storage space for storage of samples.
- b. File documents and samples in a manner acceptable to the Owner.
- c. Make documents and samples available at all times for inspection by the Owner.
- d. Update the documents within 24-hours after receiving information that a change has occurred or clarification has been issued.

1.04 MARKING DEVICES

- a. Non-fade felt tip marking pens shall be used for recording information. Green marks shall be used for added items; red marks shall be used for deleted items; and yellow marks shall be used for unchanged items.

1.05 RECORDING

- a. Record information concurrently with the construction process. Legibly mark drawings to record actual construction. The Contractor shall comply with the following:

1. Do not conceal any work until required information is recorded.
 2. Completely, accurately, and legibly record, to the satisfaction of the Owner, all deviations in construction.
 3. Record any deviations caused by approved changes and/or clarifications to the work.
 4. Use additional copies of prints, if necessary, to insure legible recording of data
 5. Date all entries.
 6. Call attention to the entry by drawing a 'cloud' around the area affected on each drawing.
 7. Post details not on original contract drawings.
 8. All Record Documents shall show both the original design and the final design. (Example: if a structure location, inverts, grades, etc. have deviated from the original design, the old data should be crossed out and new data shall be shown.)
 9. All elevations and coordinates shall be in the same horizontal and vertical datum as the contract documents.
- b. The Record Documents drawings shall record at **minimum** the following:
1. Elevations at **ALL** contract elevations on plans and cross sections. Pavement and finish floor elevations shall be recorded to the nearest 0.01-foot. Turf elevations shall be recorded to the nearest 0.1-foot.
 2. Edges of pavement, curbing and pavement markings in plan to the nearest 0.1-foot by station and off-set from the established construction baseline or survey reference point.
 3. Fencing in plan with fence angle points measured to the outside of the post to the nearest 0.1-foot by station and off-set from the established construction baseline or survey reference point.
 4. Centerline of structures (drainage, sewer, water, electrical, communication, under drains, gas service) to the nearest 0.1-foot by station and offset from the established construction baseline or survey reference point. Connect point-by-point location of each structure with line indicating the actual utility path between as-built structure locations.
 5. Rim, pipe invert and sump elevations (drainage, sewer, water, electrical, communication, under drains, gas service) to the nearest 0.01-foot.
 6. The type and size of all pipes shall be provided.
 7. All contract northing and easting coordinates of structures shall be updated with the as-built northing and easting coordinates.
 8. Final location and topography of all treatment swales, detention ponds and other storm water treatment devices shall be shown.
 9. Depths of various elements of the foundation in relation to finish floor datum.
 10. Locations of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 11. Locations of plumbing, mechanical and electrical locations as depicted on project coordination shop drawings.
 12. Field changes to the dimension and detail of the structural and architectural plans and elevation views.
 13. Changes to interior finish schedules.
 14. Changes to the plumbing service, waste and vent riser diagrams and schematics as specified in Section 1.06 of this specification.
 15. Changes to the mechanical systems control logic diagrams.

16. Changes to the electrical one-line diagrams.
 17. Changes to the communication one-line diagrams.
- c. Stamp each Record Document drawing with the following information:
1. "RECORD DOCUMENT"
 2. Prepared by: Contractor's name, permanent address.
 3. Date prepared.
 4. Contractor's (Principal of firm) typed name and signature.
 5. In typed words on each drawing the following statement:
"_____(Insert Contractor firm name) hereby certifies that to best of our knowledge that these Record Document drawings represent a true and accurate record of the work in-place."
 6. Name and license number of certifying land surveyor or professional engineer.
- d. Legibly mark each section of the specifications to record the following:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 2. Changes made reflecting approved changes to the work.
- e. Maintain shop drawings as record drawings. Legibly annotate shop drawings to record changes made after approval.
- f. All field data used to produce Record Documents shall be certified by a State of New Hampshire Licensed Land Surveyor or State of New Hampshire Licensed Professional Engineer.

1.06 CONVERSION OF SCHEMATIC LAYOUTS

- a. In some cases on the drawings, arrangement of conduits, circuits, piping, ducts, and similar items are shown schematically and are not intended to portray precise physical layout. The final physical arrangement is determined by the Contractor, subject to the approval of the Owner, and shall be accurately recorded by the Contractor on the record documents.
- b. Show on the job set of record drawings, by dimension accurate to one-inch, the centerline of each run of all items specified in the preceding paragraph.
1. Clearly identify the item by accurate note such as "cast iron drain", or 'galvanized flashing", etc.
 2. Show by symbol or note the vertical location of the item ("6-inches below slab", 'in ceiling plenum', "exposed", etc.
 3. Make all identification sufficiently descriptive that it may be related reliably to the Technical Specifications.

1.07 SUBMITTAL

- a. Thirty (30) calendar days after Substantial Completion, submit to the Owner the record documents prepared in accordance with this specification. The Owner shall have thirty (30) calendar days from receipt of the record documents for review and comment. Record documents found deficient shall be returned to the Contractor after the specified review period. The Contractor shall have fourteen (14) calendar days to correct deficiencies and return corrected record documents to the Owner. The Contractor shall be required to meet

with the Owner and/or the Owner's designee to review the contents of the record documents.

- b. In addition to the mandatory record documents required by this specification, the Contractor **shall** furnish the land surveyor's electronic data used to develop Record Documents, elevations and locations in the current release of AutoCAD® (or in a format that can be readily converted to AutoCAD®). Electronic data shall match the horizontal and vertical datum provided in the contract documents. Submit the electronic data on CD/DVD in duplicate. Electronic data **will not** be considered a substitute for the record documents requirements of this specification.

1.08 PAYMENT

- a. Prior to submitting each request for payment, secure approval from the Owner of the current status of Record Documents.
- b. Periodic Payments or portions thereof to the Contractor may be withheld until the Owner verifies that as-built information has been properly recorded on the Record Documents.
- c. The Owner may withhold final payment of retainage until the Record Documents have been accepted by the Owner. Reference specification Section 00730-19.

1.09 RESPONSIBILITY

- a. The Contractor shall be fully responsible for the accuracy and completeness of as-built records and shall bear all costs of damages incurred by the Owner of any nature whatsoever due to inaccuracies or incompleteness of said as-built records, except to the extent that conditions are disturbed by subsequent construction.

END OF SECTION 01720

SECTION 01730

OPERATING AND MAINTENANCE DATA

1.01 DESCRIPTION

- a. This Section describes the requirements for furnishing product data and related information appropriate for Owner maintenance and operation of products furnished under the Contract.
 - 1. The Contractor shall prepare operating and maintenance data as specified in this Section and as referenced in other Sections.
 - 2. The Contractor shall be responsible for the instruction of Owner personnel in the maintenance of products and in the operation of equipment and systems.

1.02 QUALITY ASSURANCE

- a. Preparation of data shall be done by personnel trained and experienced in maintenance and operation of the described products, completely familiar with specified requirements, skilled as a technical writer to the extent required to communicate essential data, and skilled as a draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTAL

- a. Prepare a detailed training plan agenda for each instructional session for all mechanical, electrical, plumbing, hardware, communications and security equipment and systems to be approved by the Owner. Each training session will be divided into two parts; classroom training and on the job operational instructions of the equipment. Prepare data in the form of an instructional manual for use by Owner personnel and the Contractor's instructors for classroom and job site training. The instructional/users manual will be prepared to organize and synthesize documents along with operating instructions and functional information. The manual will be used as the single source of information about the equipment and systems operations, and functions.
- b. Format:
 - 1. Size: 8-1/2-inch x 11-inch.
 - 2. Paper: 24-pound minimum, white, for typed pages.
 - 3. Electronic Media: In addition to paper, submit in duplicate Operation & Maintenance Manuals and Data on CD/DVD.
 - 4. Text: Manufacturer's printed data, or neatly typewritten.
 - 5. Drawings: Provide reinforced punched binder tab, bind in with text. Fold larger drawing to the size of the text pages.
 - 6. Provide fly-leaf for each separate product, or each piece of operating equipment. Provide typewritten description of product, and major component parts of equipment. Provide indexed tabs.
 - 7. Cover: Identify each volume with typed or printed title 'OPERATING AND MAINTENANCE INSTRUCTIONS'. List title of Project, identity of separate structure as applicable, and identity of general subject matter covered in the manual.
- c. Binders:
 - 1. Commercial quality three-ring binders with durable and cleanable plastic covers.

1.04 CONTENT OF MANUAL

- a. Neatly typewritten table of contents for each volume, arranged in a systematic order.
 - 1. Contractor, name of responsible principal, address and telephone number.
 - 2. A list of each product and certification warranty/guarantee required to be included, indexed to the content of the volume.
 - 3. List, with each product, the name, address, and telephone number of:
 - a) Subcontractor or installer.
 - b) Maintenance contractor, as appropriate.
 - c) Identify the source of responsibility of each.
 - d) Local source of supply for parts and replacements.
 - 4. Identify each product by product name and other identifying symbols as set forth in the Contract Documents.
- b. Product Data:
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Annotate each sheet to:
 - a) Clearly identify the specific product or part installed.
 - b) Clearly identify the data applicable to the installation.
 - c) Delete references to inapplicable information.
- c. Drawings:
 - 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a) Relations of component parts of equipment and systems.
 - a) Control and flow diagrams.
 - 2. Coordinate drawings with information on Project Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Project Record Documents as maintenance drawings.
- d. Written text is required to supplement product data for the particular installation for all mechanical, electrical, plumbing, heating, air conditioning, security, hardware, and communication systems.
 - 1. Organize in a consistent format under separate headings for different procedures.
 - 2. Provide a logical sequence of instructions for each procedure.
- e. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner personnel; include:
 - a) Proper procedures in the event of failure.
 - b) Instances which might affect the validity of warranties or bonds.
- f. Provide copies of performance tests.

1.05 MANUAL FOR MATERIALS AND FINISHES

- a. Submit three copies of complete manual in final form.
- b. Content, for architectural products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products.
 - a) Catalog number, size, composition.
 - b) Color and texture designations.
 - b) Information required for re-ordering special-manufactured products.
 - 2. Instructions for care and maintenance:
 - a) Manufacturer's recommendation for types of cleaning agents and methods.
 - b) Cautions against cleaning agents and methods which are detrimental to the product.
 - c) Recommended schedule for cleaning and maintenance.
- c. Content, for moisture-protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a) Applicable standards.
 - b) Chemical composition.
 - c) Details of installation.
 - 2. Instructions for inspection, maintenance and repair.
- d. Additional requirements for maintenance data: As per respective Sections of Specifications.
- e. Provide complete information for finished products or surfaces specified in each Section.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

- a. Submit three copies of complete manual in final form.
- b. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a) Function, normal operating characteristics, and limiting conditions.
 - b) Performance curves, engineering data and tests.
 - c) Complete nomenclature and commercial number of all replaceable parts.
 - 2. Operating procedures:
 - a) Start-up, break-in, routine and normal operating instructions.
 - b) Regulation, control, stopping, shutdown and emergency instructions.
 - c) Summer and winter operating instructions.
 - d) Special operating instructions.

3. Maintenance procedures:
 - a) Routine operations.
 - b) Guide to 'trouble-shooting.
 - c) Disassembly, repair and reassembly.
 - d) Alignment, adjusting and checking.
 - e) Schedule for recommended service and preventative maintenance.
 4. Servicing and lubricating schedule.
 - a) List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a) Predicted life of parts subject to wear.
 - b) Items recommended to be stocked as spare parts.
 8. As-installed control diagrams by controls manufacturer.
 9. Each Contractor's coordination drawings.
 - a) As-installed color coded piping diagrams.
 10. Charts of valve tag numbers, with the location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent Specification Sections.
- c. Content, for each electrical and electronic system, as appropriate:
1. Description of system and component parts.
 - a) Function, normal operating characteristics, and limiting conditions.
 - b) Performance curves, engineering data and tests.
 - c) Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panelboards.
 - a) Electrical service.
 - b) Controls.
 - c) Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a) Routine and normal operating instructions.
 - b) Sequences required.

- c) Special operating instructions.
- 5. Maintenance procedures:
 - a) Routine operations.
 - b) Guide to "Trouble-Shooting".
 - c) Disassembly, repair, and reassembly.
 - d) Adjustment and checking.
 - d) Schedule for preventative maintenance
- 6. Manufacturer's printed operating and maintenance instructions.
- 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 8. Other data as required under pertinent Specification Sections.
- d. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner personnel.
- e. Additional requirements for operating and maintenance data: As per respective Specifications Sections.
- f. Provide complete information for operating products and equipment specified in each Section, including security hardware.

1.07 SUBMITTAL SCHEDULE

- a. Submit two copies of completed data in final form 30-days prior to the estimated date of Substantial Completion for the Owner's review, use by the inspectors, and training of Owner personnel. One copy will be returned after inspection for Substantial Completion with comments.
- b. Submit three copies of accepted data in final form 10-days after Final Inspection.

1.08 INSTRUCTION OF OWNER PERSONNEL

- a. Prior to Owner's inspection for Substantial Completion, fully instruct Owner designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems including mechanical, electrical, plumbing, heating or air conditioning, security, communications, and hardware systems.
- b. The user's manual/operating and maintenance manual shall constitute the basis of instruction with the Contractor's training plan and agenda for each piece of equipment and/or system.
 - 1. The Contractor will arrange for on-site training and review of each piece of equipment and system to explain the 'hands-on' operation of systems. The Contractor will provide at least 16-hours for the on-site instruction for each of the mechanical, electrical, plumbing, heating or air conditioning, security, communications, and hardware systems and equipment. In addition, the Contractor will provide at least 16-hours of classroom instruction for each of the mechanical, electrical, plumbing, heating or air conditioning, security, communications, and hardware systems and equipment. The on-site and classroom instruction as contained in this Section are considered a minimum requirement. If conflict exists

between this requirement and the technical specifications, the more restrictive requirement will be followed. The Contractor shall provide up to an additional 16 hours if requested by the Owner.

2. Review contents of O&M manual with personnel in full detail to explain all aspects of operation and maintenance both in the field and in the classroom.
- c. The Contractor will provide in addition to the three copies of the operation and maintenance manuals required for the official file, as many additional copies as are necessary for instructing the Owner personnel. (Ten maximum.)
- d. Submit six copies of the training plan and agendas for each training session for each piece of equipment and system for mechanical, electrical, plumbing, heating or air conditioning, security, communications, and hardware thirty days prior to the estimated date of substantial completion for review and approval by the Owner.
- e. The user's operating and maintenance/user's manual, which will be used for instructional purposes, shall provide for each system the theory of operation, detailed diagrams and parts lists, preventive maintenance instruction, and corrective maintenance.

1.09 PAYMENT

- a. The Owner may withhold final payment of retainage until the Operations & Maintenance Manuals and data have been accepted by the Owner. Reference specification section 00730.

END OF SECTION 01730

GUARANTEES / WARRANTIES AND BONDS

1.01 DESCRIPTION

- a. Requirements Included:
 - 1. Compile specified guarantees, warranties, bonds and certificates.
 - 2. Compile specified service and maintenance contracts.
 - 3. Co-execute submittals when so specified.
 - 4. Review submittals to verify compliance with Contract Documents.
 - 5. Submit for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

- a. Provide list and assemble all guarantees, warranties, bonds, certificates and service and maintenance contracts, executed by the Contractor and each of the respective manufacturers, suppliers, and subcontractors. Submit within 10 days after Final Inspection.
- b. Number of original signed copies required: Two each.
- c. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item. Product or work item. Firm, with name of principal, address and telephone number. Type and duration of guarantee or warranty.

1.03 FORM

- a. In addition to other requirements of the Contract Documents regarding the general one year warranty, as a condition preceding certifying final payment, the Contractor shall provide extended guarantees/warranties for certain work, as specified in the applicable Specification Sections, on the following form (next page) written on the Contractor's own letterhead. The guarantees/warranties shall commence on the Date of Substantial Completion of the Work by the Owner, unless specifically indicated otherwise.

"Guarantee/Warranty for _____ (Phase or portion of work under warranty identified by Specification Section)

Project:

Address:

Date:

We hereby warrant and the Contractor guarantees that the _____ which we have installed in the _____ has been performed in accordance with the Contract and that the work as installed will fulfill the requirements of the guarantee/warranty included in the Specifications.

We agree to repair or replace any or all of our work, together with any or all other work which may be damaged or displaced by so doing, that may prove to be defective in its workmanship, materials, or failure to conform to Contract provisions and requirements within a period of _____ years from the Date of Substantial Completion of the above named structure by the Owner without expenses whatever to the said Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the foregoing conditions within 10-days after being notified in writing by the Owner, we collectively or separately do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Signed: _____ Date: _____
(Contractor)

Or

Signed: _____ Date: _____
(Subcontractor)

Countersigned: _____ Date: _____
(Contractor)

1.04 CORRECTION OF GUARANTEED/WARRANTED WORK

- a. Unless repair is agreed to by Owner, Contractor shall correct failed work by removal and replacement of the failed portions with new materials.
- b. In connection with Contractor's correction of warranted work which has failed, remove and replace other work of Project which has been damaged as a result of such failure, or which must be removed and replaced to provide access for correction of warranted work.
- c. Except as otherwise indicated or required by governing regulations, special Project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract), which occurs as a result of failure of warranted work.
- d. Except as otherwise indicated, when work covered by a special Project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the specified time period, starting on date of acceptance of replaced or restored work.
- e. Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of anticipated useful service lives.
- f. Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for Project where a special Project warranty, specified product warranty, certification or similar commitment is required, until it has been determined by the Contractor that entities required to countersign such commitments are willing to do so.

END OF SECTION 01740

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Manchester – Boston Regional Airport Project Documents

City of Manchester - Department of Aviation

**SUPPLEMENTAL CONDITIONS FOR
AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS**



(February 2007 Edition)

SUPPLEMENTAL CONDITIONS FOR AIP PROJECTS

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SECTION 00721-AIP

CONTRACTOR COST REDUCTION PROPOSALS

1.01 DESCRIPTION

After the award of the Contract, the Contractor may submit cost reduction proposal(s) for changing the requirements of the Contract. The proposal(s) shall demonstrate that changing the Contract requirements would:

- a. Result in a net reduction in the total Contract Amount;
- b. Not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, aesthetics, ease of maintenance, and necessary standardized features;
- c. Not detrimentally affect the Contract completion schedule.

1.02 ACCEPTANCE

- a. The Owner may accept in whole or in part any proposal submitted pursuant to this section by issuing a Change Order identifying the proposal upon which it is based. The Change Order will provide for an equitable adjustment in the Contract Amount and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract Amount shall be established by determining the net savings resulting from the accepted change. The net savings resulting from the change shall be shared between the Contractor and the Owner on the basis of fifty percent (50%) for the Contractor and fifty percent (50%) for the Owner. Net savings shall be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the Owner resulting from the change, such as implementation, inspection, related items, and Owner-furnished material. Estimated gross savings shall include Contractor's labor, material, equipment, overhead, profit, and bond. The Contract Amount shall be reduced by the sum of the Owner's costs and share of the net savings.
- b. The Owner will not be liable for any delay in acting upon, or for any failure to act upon, any proposal submitted pursuant to this section. The decision of the Owner as to acceptance of any such proposal under the Contract shall be final. The submission of a proposal by the Contractor shall not in itself affect the rights or obligations of either party under the Contract.

1.03 CONTRACTOR'S PROPOSAL

- a. The Contractor may restrict the Owner's right to use any portion of its proposal or of the supporting data in accordance with the following legend if it is marked thereon:

"This data furnished pursuant to Section 00721-AIP of this Contract shall not be disclosed to the public by the Owner or its Representatives, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the proposal submitted under this section provided that, if such a proposal is accepted by the Owner, the Owner shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever. This restriction does not limit the Owner's right to use information contained in this data if it is or has been obtained by the Owner from another source."

- b. The Contract shall grant to the Owner and to its officers, representatives and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license for Owner purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do, all data submitted under this section now or hereinafter covered by copyright.
- c. Except for the limitations specified in paragraph 4 above, the Owner may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all data delivered under this section.

END OF SECTION 00721

SECTION 00750-AIP

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

1.01 DESCRIPTION

This specification contains supplemental information and/or requirements for Airport Improvement Program (AIP) projects.

1.02 FEDERAL AID PARTICIPATION

For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract documents, plans, or specifications.

No requirement of the Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

END OF SECTION 00750-AIP

SECTION 00765-AIP

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION

This specification contains supplemental information and/or requirements for Airport Improvement Program (AIP) projects.

1.02 PAYMENT OF WITHHELD FUNDS

At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.
- e. The Owner accepts the Contractor's request.

END OF SECTION 00765-AIP

SECTION 00770-AIP

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

1.01 GENERAL

When the specifications provide for material to be sampled and tested on a statistical basis, the material will be evaluated for acceptance in accordance with this section. All test results for a lot will be analyzed statistically, using procedures to determine the total estimated percent of the lot that is within specification limits. This concept, termed percent within limits (PWL), is a statistically based evaluation method, whereby the PWL is computed on a lot basis, using the average (X) and standard deviation (Sn) of the specified number (n) of subplot tests for the lot and the specification tolerance limits (L for lower and U for upper) for the particular acceptance parameter. From these values, the respective Quality index(s) (QL for Lower Quality Index and/or QU for Upper Quality Index) is computed and the PWL for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

1.02 METHOD FOR COMPUTING PWL

The computational sequence for computing the PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the sampling position within the subplot in accordance with the random sampling requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Average all subplot values within the lot to find X by using the following formula:

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: X = Average of all subplot values within a lot
x₁, x₂ = Individual subplot values
n = Number of sublots

- e. Find the standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots d_n^2) / n-1]^{1/2}$$

Where: S_n = standard deviation of the number of subplot values in the set
 d_1, d_2 = deviations of the individual subplot values $X_1, X_2 \dots$ from the average value X

that is $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$
 n = number of sublots

- f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

- g. For double-sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n \text{ and } Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit
 P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

a. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 96.60
A-2 97.55
A-3 99.30
A-4 98.35
n = 4

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$
$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$
$$X = 97.95 \text{ percent density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [(96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2] / (4 - 1)]^{1/2}$$
$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$
$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$
$$Q_L = (97.95 - 96.30) / 1.15$$
$$Q_L = 1.4384$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

b. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 5.00
A-2 3.74
A-3 2.30
A-4 3.25

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$
$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$
$$X = 3.57 \text{ percent}$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [(3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2] / (4 - 1)]^{1/2}$$
$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$
$$S_n = 1.12$$

4. Calculate the Lower Quality Index QL for the lot. (L = 2.0)

$$QL = (X - L) S_n$$

$$QL = (3.57 - 2.00) / 1.12$$

$$QL = 1.3992$$

5. Determine PL by entering Table 1 with QL = 1.40 and n = 4.

$$PL = 97$$

6. Calculate the Upper Quality Index QU for the lot. (U = 5.0)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine PU by entering Table 1 with QU = 1.27 and n = 4.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 78)

Project: Example Project

Test Item: Item P-401, Lot A

a. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A. arranged in descending order.

A-3 99.30

A-4 98.35

A-2 97.55

A-1 96.60

2. Use n=4 and upper 5 percent significance level of to find the critical value for test criterion = 1.463.
3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a) For measurements greater than average:

If: $(\text{measurement} - \text{average}) / (\text{standard deviation})$ is less than test criterion,
Then: the measurement is not considered an outlier

for A-3 Check if $(99.30 - 97.95) / 1.15$ greater than 1.463
1.174 is less than 1.463, the value is not an outlier

- b) For measurement less than the average:
If: $(\text{average} - \text{measurement}) / (\text{standard deviation})$ is less than test criterion,
the measurement is not considered an outlier

for A-1 Check if $(97.95 - 96.60) / 1.15$ greater than 1.463
1.0 is less than 1.463, the value is not an outlier

NOTE: In this example, a measurement would be considered an outlier if the density was:
greater than $(97.95 + 1.463 \times 1.15) = 99.63$ percent or,
less than $(97.95 - 1.463 \times 1.15) = 96.27$ percent

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

| Percent Within Limits (P _L and P _U) | Positive Values of Q (Q _L and Q _U) | | | | | | | |
|--|---|--------|--------|--------|--------|--------|--------|--------|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 99 | 1.1541 | 1.4700 | 1.6714 | 1.8008 | 1.8888 | 1.9520 | 1.9994 | 2.0362 |
| 98 | 1.1524 | 1.4400 | 1.6016 | 1.6982 | 1.7612 | 1.8053 | 1.8379 | 1.8630 |
| 97 | 1.1496 | 1.4100 | 1.5427 | 1.6181 | 1.6661 | 1.6993 | 1.7235 | 1.7420 |
| 96 | 1.1456 | 1.3800 | 1.4897 | 1.5497 | 1.5871 | 1.6127 | 1.6313 | 1.6454 |
| 95 | 1.1405 | 1.3500 | 1.4407 | 1.4887 | 1.5181 | 1.5381 | 1.5525 | 1.5635 |
| 94 | 1.1342 | 1.3200 | 1.3946 | 1.4329 | 1.4561 | 1.4717 | 1.4829 | 1.4914 |
| 93 | 1.1269 | 1.2900 | 1.3508 | 1.3810 | 1.3991 | 1.4112 | 1.4199 | 1.4265 |
| 92 | 1.1184 | 1.2600 | 1.3088 | 1.3323 | 1.3461 | 1.3554 | 1.3620 | 1.3670 |
| 91 | 1.1089 | 1.2300 | 1.2683 | 1.2860 | 1.2964 | 1.3032 | 1.3081 | 1.3118 |
| 90 | 1.0982 | 1.2000 | 1.2290 | 1.2419 | 1.2492 | 1.2541 | 1.2576 | 1.2602 |
| 89 | 1.0864 | 1.1700 | 1.1909 | 1.1995 | 1.2043 | 1.2075 | 1.2098 | 1.2115 |
| 88 | 1.0736 | 1.1400 | 1.1537 | 1.1587 | 1.1613 | 1.1630 | 1.1643 | 1.1653 |
| 87 | 1.0597 | 1.1100 | 1.1173 | 1.1192 | 1.1199 | 1.1204 | 1.1208 | 1.1212 |
| 86 | 1.0448 | 1.0800 | 1.0817 | 1.0808 | 1.0800 | 1.0794 | 1.0791 | 1.0789 |
| 85 | 1.0288 | 1.0500 | 1.0467 | 1.0435 | 1.0413 | 1.0399 | 1.0389 | 1.0382 |
| 84 | 1.0119 | 1.0200 | 1.0124 | 1.0071 | 1.0037 | 1.0015 | 1.0000 | 0.9990 |
| 83 | 0.9939 | 0.9900 | 0.9785 | 0.9715 | 0.9671 | 0.9643 | 0.9624 | 0.9610 |
| 82 | 0.9749 | 0.9600 | 0.9452 | 0.9367 | 0.9315 | 0.9281 | 0.9258 | 0.9241 |
| 81 | 0.9550 | 0.9300 | 0.9123 | 0.9025 | 0.8966 | 0.8928 | 0.8901 | 0.8882 |
| 80 | 0.9342 | 0.9000 | 0.8799 | 0.8690 | 0.8625 | 0.8583 | 0.8554 | 0.8533 |
| 79 | 0.9124 | 0.8700 | 0.8478 | 0.8360 | 0.8291 | 0.8245 | 0.8214 | 0.8192 |
| 78 | 0.8897 | 0.8400 | 0.8160 | 0.8036 | 0.7962 | 0.7915 | 0.7882 | 0.7858 |
| 77 | 0.8662 | 0.8100 | 0.7846 | 0.7716 | 0.7640 | 0.7590 | 0.7556 | 0.7531 |
| 76 | 0.8417 | 0.7800 | 0.7535 | 0.7401 | 0.7322 | 0.7271 | 0.7236 | 0.7211 |
| 75 | 0.8165 | 0.7500 | 0.7226 | 0.7089 | 0.7009 | 0.6958 | 0.6922 | 0.6896 |
| 74 | 0.7904 | 0.7200 | 0.6921 | 0.6781 | 0.6701 | 0.6649 | 0.6613 | 0.6587 |
| 73 | 0.7636 | 0.6900 | 0.6617 | 0.6477 | 0.6396 | 0.6344 | 0.6308 | 0.6282 |
| 72 | 0.7360 | 0.6600 | 0.6316 | 0.6176 | 0.6095 | 0.6044 | 0.6008 | 0.5982 |
| 71 | 0.7077 | 0.6300 | 0.6016 | 0.5878 | 0.5798 | 0.5747 | 0.5712 | 0.5686 |
| 70 | 0.6787 | 0.6000 | 0.5719 | 0.5582 | 0.5504 | 0.5454 | 0.5419 | 0.5394 |
| 69 | 0.6490 | 0.5700 | 0.5423 | 0.5290 | 0.5213 | 0.5164 | 0.5130 | 0.5105 |
| 68 | 0.6187 | 0.5400 | 0.5129 | 0.4999 | 0.4924 | 0.4877 | 0.4844 | 0.4820 |
| 67 | 0.5878 | 0.5100 | 0.4836 | 0.4710 | 0.4638 | 0.4592 | 0.4560 | 0.4537 |
| 66 | 0.5563 | 0.4800 | 0.4545 | 0.4424 | 0.4355 | 0.4310 | 0.4280 | 0.4257 |
| 65 | 0.5242 | 0.4500 | 0.4255 | 0.4139 | 0.4073 | 0.4030 | 0.4001 | 0.3980 |
| 64 | 0.4916 | 0.4200 | 0.3967 | 0.3856 | 0.3793 | 0.3753 | 0.3725 | 0.3705 |
| 63 | 0.4586 | 0.3900 | 0.3679 | 0.3575 | 0.3515 | 0.3477 | 0.3451 | 0.3432 |
| 62 | 0.4251 | 0.3600 | 0.3392 | 0.3295 | 0.3239 | 0.3203 | 0.3179 | 0.3161 |
| 61 | 0.3911 | 0.3300 | 0.3107 | 0.3016 | 0.2964 | 0.2931 | 0.2908 | 0.2892 |
| 60 | 0.3568 | 0.3000 | 0.2822 | 0.2738 | 0.2691 | 0.2660 | 0.2639 | 0.2624 |
| 59 | 0.3222 | 0.2700 | 0.2537 | 0.2461 | 0.2418 | 0.2391 | 0.2372 | 0.2358 |
| 58 | 0.2872 | 0.2400 | 0.2254 | 0.2186 | 0.2147 | 0.2122 | 0.2105 | 0.2093 |
| 57 | 0.2519 | 0.2100 | 0.1971 | 0.1911 | 0.1877 | 0.1855 | 0.1840 | 0.1829 |
| 56 | 0.2164 | 0.1800 | 0.1688 | 0.1636 | 0.1607 | 0.1588 | 0.1575 | 0.1566 |
| 55 | 0.1806 | 0.1500 | 0.1406 | 0.1363 | 0.1338 | 0.1322 | 0.1312 | 0.1304 |
| 54 | 0.1447 | 0.1200 | 0.1125 | 0.1090 | 0.1070 | 0.1057 | 0.1049 | 0.1042 |
| 53 | 0.1087 | 0.0900 | 0.0843 | 0.0817 | 0.0802 | 0.0793 | 0.0786 | 0.0781 |
| 52 | 0.0725 | 0.0600 | 0.0562 | 0.0544 | 0.0534 | 0.0528 | 0.0524 | 0.0521 |
| 51 | 0.0363 | 0.0300 | 0.0281 | 0.0272 | 0.0267 | 0.0264 | 0.0262 | 0.0260 |
| 50 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

| Percent Within Limits (P _L and P _U) | Negative Values of Q (Q _L and Q _U) | | | | | | | |
|---|---|---------|---------|---------|---------|---------|---------|---------|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 49 | -0.0363 | -0.0300 | -0.0281 | -0.0272 | -0.0267 | -0.0264 | -0.0262 | -0.0260 |
| 48 | -0.0725 | -0.0600 | -0.0562 | -0.0544 | -0.0534 | -0.0528 | -0.0524 | -0.0521 |
| 47 | -0.1087 | -0.0900 | -0.0843 | -0.0817 | -0.0802 | -0.0793 | -0.0786 | -0.0781 |
| 46 | -0.1447 | -0.1200 | -0.1125 | -0.1090 | -0.1070 | -0.1057 | -0.1049 | -0.1042 |
| 45 | -0.1806 | -0.1500 | -0.1406 | -0.1363 | -0.1338 | -0.1322 | -0.1312 | -0.1304 |
| 44 | -0.2164 | -0.1800 | -0.1688 | -0.1636 | -0.1607 | -0.1588 | -0.1575 | -0.1566 |
| 43 | -0.2519 | -0.2100 | -0.1971 | -0.1911 | -0.1877 | -0.1855 | -0.1840 | -0.1829 |
| 42 | -0.2872 | -0.2400 | -0.2254 | -0.2186 | -0.2147 | -0.2122 | -0.2105 | -0.2093 |
| 41 | -0.3222 | -0.2700 | -0.2537 | -0.2461 | -0.2418 | -0.2391 | -0.2372 | -0.2358 |
| 40 | -0.3568 | -0.3000 | -0.2822 | -0.2738 | -0.2691 | -0.2660 | -0.2639 | -0.2624 |
| 39 | -0.3911 | -0.3300 | -0.3107 | -0.3016 | -0.2964 | -0.2931 | -0.2908 | -0.2892 |
| 38 | -0.4251 | -0.3600 | -0.3392 | -0.3295 | -0.3239 | -0.3203 | -0.3179 | -0.3161 |
| 37 | -0.4586 | -0.3900 | -0.3679 | -0.3575 | -0.3515 | -0.3477 | -0.3451 | -0.3432 |
| 36 | -0.4916 | -0.4200 | -0.3967 | -0.3856 | -0.3793 | -0.3753 | -0.3725 | -0.3705 |
| 35 | -0.5242 | -0.4500 | -0.4255 | -0.4139 | -0.4073 | -0.4030 | -0.4001 | -0.3980 |
| 34 | -0.5563 | -0.4800 | -0.4545 | -0.4424 | -0.4355 | -0.4310 | -0.4280 | -0.4257 |
| 33 | -0.5878 | -0.5100 | -0.4836 | -0.4710 | -0.4638 | -0.4592 | -0.4560 | -0.4537 |
| 32 | -0.6187 | -0.5400 | -0.5129 | -0.4999 | -0.4924 | -0.4877 | -0.4844 | -0.4820 |
| 31 | -0.6490 | -0.5700 | -0.5423 | -0.5290 | -0.5213 | -0.5164 | -0.5130 | -0.5105 |
| 30 | -0.6787 | -0.6000 | -0.5719 | -0.5582 | -0.5504 | -0.5454 | -0.5419 | -0.5394 |
| 29 | -0.7077 | -0.6300 | -0.6016 | -0.5878 | -0.5798 | -0.5747 | -0.5712 | -0.5686 |
| 28 | -0.7360 | -0.6600 | -0.6316 | -0.6176 | -0.6095 | -0.6044 | -0.6008 | -0.5982 |
| 27 | -0.7636 | -0.6900 | -0.6617 | -0.6477 | -0.6396 | -0.6344 | -0.6308 | -0.6282 |
| 26 | -0.7904 | -0.7200 | -0.6921 | -0.6781 | -0.6701 | -0.6649 | -0.6613 | -0.6587 |
| 25 | -0.8165 | -0.7500 | -0.7226 | -0.7089 | -0.7009 | -0.6958 | -0.6922 | -0.6896 |
| 24 | -0.8417 | -0.7800 | -0.7535 | -0.7401 | -0.7322 | -0.7271 | -0.7236 | -0.7211 |
| 23 | -0.8662 | -0.8100 | -0.7846 | -0.7716 | -0.7640 | -0.7590 | -0.7556 | -0.7531 |
| 22 | -0.8897 | -0.8400 | -0.8160 | -0.8036 | -0.7962 | -0.7915 | -0.7882 | -0.7858 |
| 21 | -0.9124 | -0.8700 | -0.8478 | -0.8360 | -0.8291 | -0.8245 | -0.8214 | -0.8192 |
| 20 | -0.9342 | -0.9000 | -0.8799 | -0.8690 | -0.8625 | -0.8583 | -0.8554 | -0.8533 |
| 19 | -0.9550 | -0.9300 | -0.9123 | -0.9025 | -0.8966 | -0.8928 | -0.8901 | -0.8882 |
| 18 | -0.9749 | -0.9600 | -0.9452 | -0.9367 | -0.9315 | -0.9281 | -0.9258 | -0.9241 |
| 17 | -0.9939 | -0.9900 | -0.9785 | -0.9715 | -0.9671 | -0.9643 | -0.9624 | -0.9610 |
| 16 | -1.0119 | -1.0200 | -1.0124 | -1.0071 | -1.0037 | -1.0015 | -1.0000 | -0.9990 |
| 15 | -1.0288 | -1.0500 | -1.0467 | -1.0435 | -1.0413 | -1.0399 | -1.0389 | -1.0382 |
| 14 | -1.0448 | -1.0800 | -1.0817 | -1.0808 | -1.0800 | -1.0794 | -1.0791 | -1.0789 |
| 13 | -1.0597 | -1.1100 | -1.1173 | -1.1192 | -1.1199 | -1.1204 | -1.1208 | -1.1212 |
| 12 | -1.0736 | -1.1400 | -1.1537 | -1.1587 | -1.1613 | -1.1630 | -1.1643 | -1.1653 |
| 11 | -1.0864 | -1.1700 | -1.1909 | -1.1995 | -1.2043 | -1.2075 | -1.2098 | -1.2115 |
| 10 | -1.0982 | -1.2000 | -1.2290 | -1.2419 | -1.2492 | -1.2541 | -1.2576 | -1.2602 |
| 9 | -1.1089 | -1.2300 | -1.2683 | -1.2860 | -1.2964 | -1.3032 | -1.3081 | -1.3118 |
| 8 | -1.1184 | -1.2600 | -1.3088 | -1.3323 | -1.3461 | -1.3554 | -1.3620 | -1.3670 |
| 7 | -1.1269 | -1.2900 | -1.3508 | -1.3810 | -1.3991 | -1.4112 | -1.4199 | -1.4265 |
| 6 | -1.1342 | -1.3200 | -1.3946 | -1.4329 | -1.4561 | -1.4717 | -1.4829 | -1.4914 |
| 5 | -1.1405 | -1.3500 | -1.4407 | -1.4887 | -1.5181 | -1.5381 | -1.5525 | -1.5635 |
| 4 | -1.1456 | -1.3800 | -1.4897 | -1.5497 | -1.5871 | -1.6127 | -1.6313 | -1.6454 |
| 3 | -1.1496 | -1.4100 | -1.5427 | -1.6181 | -1.6661 | -1.6993 | -1.7235 | -1.7420 |
| 2 | -1.1524 | -1.4400 | -1.6016 | -1.6982 | -1.7612 | -1.8053 | -1.8379 | -1.8630 |
| 1 | -1.1541 | -1.4700 | -1.6714 | -1.8008 | -1.8888 | -1.9520 | -1.9994 | -2.0362 |

END OF SECTION 00770-AIP

SECTION 00775-AIP

NUCLEAR GAGES

1.01 DESCRIPTION

This Section describes the requirements for nuclear gages.

1.02 TESTING

When the specifications provide for nuclear gage acceptance testing of material for Items P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with this section. At each sampling location, the field density shall be determined in accordance with ASTM D 2922 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with Annex A1. Calibration and operation of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gage must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 2922, paragraph 8.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The moisture gage shall be standardized daily in accordance with ASTM D 3017, paragraph 7.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 2922 is used.

1.03 PERCENTAGE WITHIN LIMITS

When PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in specification Section 00770 of the Supplemental Conditions for Airport Improvement Program (AIP) Projects.

The lower specification tolerance limit (L) for density shall be:

| Specification Item Number | Specification Tolerance (L) for Density, (percent of laboratory maximum) |
|---------------------------|--|
| Item P-152 | 90.5 for cohesive material, 95.5 for non-cohesive |
| Item P-154 | 95.5 |
| Item P-208 | 97.0 |
| Item P-209 | 97.0 |

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

1.04 VERIFICATION TESTING (For Items P-152 and P-154 only.)

The Engineer will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of; (1) compacting the material and determining the dry density and moisture-density in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more], and (2) comparing the result with the laboratory moisture-density curves for the material

being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture-density curves, the Engineer will establish the laboratory maximum density and optimum moisture content for the material in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more].

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each subplot by the laboratory maximum density for the lot.

END OF SECTION 00775-AIP

SECTION 00820-AIP

FEDERAL CONTRACT PROVISIONS

I. DESCRIPTION

Procurements made under the Airport Improvement Program shall comply with required Federal provisions established by various laws and statutes. The requirements for the provisions will vary depending on the type and size of the procurement action. Application of a certain provision also depends on established contract dollar thresholds. Note that exceeding several contract dollar thresholds causes additional provisions to be required in The City of Manchester, Department of Aviation contracts in each category of contract. These additional provisions are listed following the general provisions that apply to each category of contract.

The categories below list the required Federal provisions and their application.

II. PROVISIONS FOR ALL CONSTRUCTION CONTRACTS

1. BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS Title 49 U.S.C., Chapter 501 (All Contracts)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) 1 or 2 shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

- (c) Buy American Certificate. Reference 00320 CERTIFICATES OF COMPLIANCE for certifications to be completed by the bidder and submitted with the proposal (bid).

2. CIVIL RIGHTS ACT OF 1964 –TITLE VI 49 CFR Part 21 (All Contracts)

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:

- (a) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (d) Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The City of Manchester, Department of Aviation or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to The City of Manchester, Department of Aviation or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, The City of Manchester, Department of Aviation shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.

- (f) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as The City of Manchester, Department of Aviation or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request The City of Manchester, Department of Aviation to enter into such litigation to protect the interests of The City of Manchester, Department of Aviation and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 – Title 49 U.S.C. 47123 (All Contracts)

- (a) The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- (b) This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:
 - 1. the period during which the property is used by the airport The City of Manchester, Department of Aviation or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
 - 2. the period during which the airport The City of Manchester, Department of Aviation or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES - 49 CFR PART 20 (All Contracts)

- (a) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby.

5. ACCESS TO RECORDS AND REPORTS - 49 CFR Part 18.36(i) (All Contracts)

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

6. DISADVANTAGED BUSINESS ENTERPRISES 49 CFR Part 26 (All Contracts)

- (a) Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (b) Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *seven* days from the receipt of each payment the prime contractor receives from *The City of Manchester, Department of Aviation*. The prime contractor agrees further to return retainage payments to each subcontractor within seven days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of *The City of Manchester, Department of Aviation*. This clause applies to both DBE and non-DBE subcontractors.

7. ENERGY CONSERVATION REQUIREMENTS - 49 CFR Part 18.36 (All Contracts)

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. BREACH OF CONTRACT TERMS 49 CFR Part 18.36 (All Contracts)

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. RIGHTS TO INVENTIONS 49 CFR Part 18.36(i)(8) (All Contracts)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and The City of Manchester, Department of Aviation of the Federal grant under which this contract is executed.

10. TRADE RESTRICTION CLAUSE 49 CFR Part 30.13 (All Contracts)

- (a) The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- (b) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through The City of Manchester, Department of Aviation cancellation of the contract at no cost to the Government.
- (c) Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- (d) The contractor shall provide immediate written notice to the City of Manchester, Department of Aviation if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- (e) This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through The City of Manchester, Department of Aviation cancellation of the contract or subcontract for default at no cost to the Government.
- (f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

11. VETERAN'S PREFERENCE Title 49 U.S.C. 47112(c) (All Contracts)

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

III. PROVISIONS FOR ALL CONSTRUCTION CONTRACTS EXCEEDING \$2,000

For construction contracts exceeding \$2,000, the below listed requirements shall be considered in addition to the requirements in paragraph II of this specification.

DAVIS BACON REQUIREMENTS

1. Minimum Wages

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

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

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

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

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

8. Compliance With Davis-Bacon and Related Act Requirements.

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

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

10. Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

IV. PROVISIONS FOR ALL CONSTRUCTION CONTRACTS EXCEEDING \$10,000

For construction contracts exceeding \$10,000, the below listed requirements shall be considered in addition to the requirements in paragraphs II and III of this specification.

1. EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b) (For Contracts exceeding \$10,000)

Any contracts/subcontracts (or certifications preliminary thereto) with a state or local government or any agency, instrumentality of subdivision thereof, shall not be applicable to any agency, instrumentality of subdivision of such governments, which does not participate in work on or under the contract or subcontract. During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee of applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (to be provided) setting forth the provision of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- (c) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising the said labor union or workers' representatives of the contractors commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Owner of the FAA, if the project is federally assisted and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Orders 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the underlined portion of the sentence immediately preceding paragraph 1(a) and the provisions of paragraphs 1(a) through 1(g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, of September 24, 1965, so that such provisions will be binding upon such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Owner of FAA if the project is Federally assisted may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner of the FAA, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (h) Requirement for Annual EEO-1 Report to Joint Reporting Committee if the Project is Federally Assisted.
 - 1. If the construction contractor or a first tier subcontractor has 50 or more employees and has a contract or subcontract or purchase order of \$50,000 or more, he is required to file annual compliance reports on Standard Form 100 (EEO-1), in accordance with the instructions provided with the form. Subcontractors below the first tier which perform construction work at the site are also required to submit the report if they have 50 or more employees, and a subcontract of \$50,000 or more.

2. Such reports shall be filed with the Joint Reporting Committee, P.O. Box 16606, Philadelphia, PA 19139 within 30 days from date of award, unless the contractor or first tier subcontractor has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually, or at such other interval as the Director, OFCCP may require.

(i) Requirement for Monthly Utilization Report (Standard Form 257) if the Project is Federally Assisted.

1. If the construction contract exceeds \$10,000 and is being performed in a geographical area designated by the Secretary of Labor, the contractor is required to submit Standard Form 257 by the fifth of each month, beginning with the effective date of the notice to proceed, in accordance with the instructions contained on the form.
2. The forms are to be sent to the Associate Regional Administrator for OFCCP at the location specified.
3. The contractor will submit all Standard Forms 257, Monthly Employment Utilization Report, which are required by executive Order 11246, directly to Office of Federal Contract Compliance Programs Regional Office at the address listed below:

For Maine, New Hampshire, Massachusetts (East of Worcester), and Rhode Island:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
McCormick Post Office & Courthouse Bldg.
Room 507
Boston, MA 02109
Telephone: 617-223-1481

2. CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8 (For Contracts Exceeding \$10,000)

(a) Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(b) Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(c) Certification of Non-Segregated Facilities

1. Reference 00320 CERTIFICATES OF COMPLIANCE for certifications to be completed by the bidder and submitted with the proposal (bid).
2. The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.
3. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (Executive Order 11246, as Amended). (For Contracts Exceeding \$10,000)

- (a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause", and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications: set forth herein.

- (b) The goals and timetables for the minority and female participation, expressed in percentage terms for the contractor's aggregate work force in all trades on all construction work in the covered area, are as follows, except for contractors participating in Hometown plans (such as the Boston Plan, the New Bedford Plan, the New Haven Plan or the Rhode Island Plan) and the construction work is located in the Hometown Plan area.

| <u>Timetables</u> | <u>Goals for Minority Participation for all Trades</u> | <u>Goals for Female Participation for all Trades</u> |
|-----------------------------------|--|--|
| Effective until Further Notice | (Vol. 45 Federal Register pg. 65984 10/3/80) | 6.95% |

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

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

- (d) The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the economic area in which the subcontract is to be performed.
- (e) As used in this notice and in the contract resulting from this solicitation, the "covered area" is New Hampshire, Hillsborough County, Manchester. The SMSA or Economic Area in which the "covered area" is geographically located is Non-SMSA, New Hampshire, Manchester.

4. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATION (Executive Order 11246). (For Contracts Exceeding \$10,000)

- (a) As used in these specifications:
1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. “Economic area” means an SMSA (Standard Metropolitan Statistical Area) or Non-SMSA county for which a single minority goal has been established for all construction trades and crafts.
 3. “Director” means Director, Office of Federal Contract Compliance programs, United States Department of Labor, or any person to whom the Director delegates authority;
 4. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 5. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (b) Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (c) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions on any such Hometown Plan. Each contractor or subcontract participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the plan goals and timetables.

- (d) The contractor shall implement the specific affirmative action standards provided in paragraphs (g)(1) through (g)(16) of this section. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization; the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (e) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (g) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority of female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor of its unions have employment opportunities available and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under (g)(2) above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or either training by any recruitment source, the Contractor shall send written notification to reorganizations such as the above, describing the opening, screening procedure, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school summer and vacation employment to minority and female youth both on the side and in other areas of a Contractor's work force.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and business associations.
 16. Conduct a review, at least annually, of all supervisor' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g)(1) through (g)(16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (g)(1) through (g)(16) of this section provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's

noncompliance.

- (i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (j) The Contractor shall not use the goals and timetables or affirmative action standards or discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (l) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (g)2 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-40.8.
- (n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade; rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

5. TERMINATION OF CONTRACT - 49 CFR Part 18.36(i)(2) (For Contracts Exceeding \$10,000)

- (a) The City of Manchester, Department of Aviation may, by written notice, terminate this contract in whole or in part at any time, either for The City of Manchester, Department of Aviation's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City of Manchester, Department of Aviation.
- (b) If the termination is for the convenience of The City of Manchester, Department of Aviation, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- (c) If the termination is due to failure to fulfill the contractor's obligations, The City of Manchester, Department of Aviation may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to The City of Manchester, Department of Aviation for any additional cost occasioned to The City of Manchester, Department of Aviation thereby.
- (d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of The City of Manchester, Department of Aviation. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- (e) The rights and remedies of The City of Manchester, Department of Aviation provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

V. PROVISIONS FOR ALL CONSTRUCTION CONTRACTS EXCEEDING \$25,000

For construction contracts exceeding \$25,000, the below listed requirements shall be considered in addition to the requirements in paragraphs II, III and IV of this specification.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - 49 CFR Part 29 (For Contracts Exceeding \$25,000)
 - (a) Reference 00320 CERTIFICATES OF COMPLIANCE for certifications to be completed by the bidder and submitted with the proposal (bid).
 - (b) The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

VI. PROVISIONS FOR ALL CONSTRUCTION CONTRACTS EXCEEDING \$100,000

For construction contracts exceeding \$100,000, the below listed requirements shall be considered in addition to the requirements in paragraphs II through V of this specification.

1. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5.5 (For Contracts Exceeding \$100,000)

- (a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) above, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) above.
- (c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or The City of Manchester, Department of Aviation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
- (d) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

2. CLEAN AIR AND WATER POLLUTION CONTROL - 49 CFR Part 18.36(i)(12) (For Contracts Exceeding \$100,000)

Contractors and subcontractors agree:

- (a) That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

- (b) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- (c) That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- (d) To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

END OF SECTION 00820-AIP

SECTION 00830-AIP

WAGE RATE SCHEDULES

1.01 WAGE RATE DETERMINATIONS

- A. Attention shall be directed to the requirements of the paragraph hereinafter concerning minimum wage rates and so-called fringe benefits, and to the wage rate determinations hereinafter. The Contractor shall be bound by all provisions of the wage rate and fringe benefit determinations made by the governmental agencies and by all pertinent laws controlling minimum wage rates and fringe benefits.
- B. The wage rate determinations, which have been or will be made for this construction project are for job classifications chosen by governmental agencies. Attention is directed to the requirements of the paragraphs hereinafter concerning the classification or reclassification of employees in conformance with the wage rate determinations. The listing of job classifications in the wage rate determinations shall not be construed as a representation of the Owner that:
 - 1. No other occupations will be necessary in the course of the performance of the Contract work; or that
 - 2. Such occupations are accurate; or that
 - 3. The offer of payment of the stipulated rates will insure an adequate labor supply for the Contractor or any of his/her subcontractors.
- C. The Federal wage rate determination for this Contract, as issued by the United States Department of Labor and forwarded by the Federal Aviation Administration has been or will be made, and such determination shall be included as a part of these Contract Documents.

1.02 REQUIRED LABOR PROVISIONS

The following pages include a complete copy of the "Required Labor Provisions in Contracts" as provided to the Owner by the FAA. Also included, immediately following said "Required Labor Provisions in Contracts", is a copy of the Federal wage rate determination for the project.

Strict compliance with the following labor provisions and wage rate determinations will be required throughout the life of the Contract.

REQUIRED LABOR PROVISIONS

- I. Contract Clauses and Requirements for Construction Contracts.
 - A. **General and Labor Clauses for All Construction Contracts and Subcontracts**
 - 1. AIP Project. The work in this contract may be included in an AIP Project, if so, it shall be undertaken and accomplished by the City of Manchester, New Hampshire, Department of Aviation in accordance with the terms and conditions of a grant agreement between the City of Manchester, New Hampshire Department of Aviation and the United States, under the Airport and Airway Development Act of 1970 (84 Stat. 219) and FAR Part 152 (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that

are determined to be allowable projects costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

2. Consent to assignment. The contractor shall obtain the prior written consent of the City of Manchester, New Hampshire, Department of Aviation to any proposed assignment of any interest in or part of this contract.
3. Convict labor. No convict labor may be employed under this contract.
4. Veterans preference. All contracts for work under project grants for airport development approved under this title which involve labor shall contain such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates. For the purposes of this subsection:
 - (1) A Vietnam-era veteran is an individual who served on active duty as defined by section 101(21) of title 38 of the United States Code in the Armed Forces for a period of more than 180 consecutive days any part of which occurred during the period beginning August 5, 1964, and ending May 7, 1975, and who was separated from the Armed Forces under honorable conditions; and
 - (2) A disabled veteran is an individual described in section 2108(2) of title 5 of the United States Code.
5. Withholding: Owner from Contractor: The City of Manchester New Hampshire, Department of Aviation may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract.
6. Non-Payment of Wages. If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the City of Manchester New Hampshire, Department of Aviation may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.
7. FAA Inspection and Review. The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.
8. Subcontracts. The contractor shall insert in each of his/her subcontracts the provisions contained in paragraphs 1, 3, 4, 5, 6, and 7 of this section, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - a. Inspection of Records. The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States

shall have access to any books, documents, paper, and records of the contractor, which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.

10. Contract Termination. A breach of paragraphs 6, 7, and 8 of this section, may be grounds for termination of the contract.

B. Miscellaneous Clause Requirements for All Construction Contracts and Subcontracts.

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 pertaining to the Civil Rights Act of 1964 (Title VI 49 CFR Part 21):

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Owner, and shall set forth what efforts it has made to obtain the information
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to-

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Davis Bacon Labor Provisions (29 CFR Part 5) for All Construction Contracts and Subcontracts in Excess of \$2000.

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph 1 (d) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph d. of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 1 (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at

the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- b.
 - (i) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (B) The classification is utilized in the area by the construction industry; and
 - (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
 - (iii) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs b (ii) or (iii) of this paragraph, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

- 2. Withholding. The City of Manchester, New Hampshire, Department of Aviation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other contract with the same prime contractor, or any other contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. For Federally assisted projects, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the FAA may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2XB) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 1 (d) of this clause that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

- b. (i) On Federally assisted projects, the contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the FAA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to the FAA.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 3 (a) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors, (Approved by the Office of Management and Budget under OMB control number 1215-0149.)

- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under 3 (a). above and that such information is correct and complete;
 - (B) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy

the requirement for submission of the "Statement of Compliance" required by paragraph 3 (b) (ii) of this section.

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

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

D. Apprentices and Trainees

- 1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable

apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the pay roll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- E. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- F. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraphs 1. through 10. of this contract and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- G. Contract Termination: Debarment. A breach of the contract clauses in paragraphs 1. through 15. of this clause may be grounds for termination of the Contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- H. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- I. Disputes Concerning Labor Standards Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- J. Certification of Eligibility.
1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).
 2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1)
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- K. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.
- L. Violation: Liability for Unpaid Wages: Liquidated Damages. In the event of any violation of the clause set forth in paragraph 11. above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
- Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 11. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment to the overtime wages required by the clause set forth in paragraph 11. above.
- II. Withholding for Unpaid Wages and Liquidated Damages. The City of Manchester. New Hampshire, Manchester Airport Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph 12. above.

- III. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 11. through 13. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 11. through 13.
- IV. Working Conditions. No contractor or subcontractor may require any laborer or mechanic employed in the performance of any Contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his/her health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- V. Federal Wage Rates.

The Federal Wage Rates shall be used for compliance with applicable labor laws, regulations, etc. under this contract.

END OF SECTION 00830-AIP

SECTION 01100-AIP

SPECIAL PROJECT PROCEDURES

1.01 DESCRIPTION

When the work requires the Contractor to conduct his/her operations within an Aircraft Operations Area (AOA) of the airport, the work shall be coordinated with the Owner at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Owner and until the necessary temporary marking and associated lighting is in place.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of a portion of the AOA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

1.02 AIRCRAFT OPERATIONS AREA (AOA)

The Contractor will keep his personnel and equipment at least 50 feet from the edge of taxiways and aprons for aircraft movements.

Runway 17, 35 and 6 are the precision instrument runways at Manchester-Boston Regional Airport and may be used during IFR weather conditions, i.e., reduced visibility due to rain, fog, low clouds, etc. During IFR conditions, Contractor operations will be restricted to those operations which the Airport Operations Coordinator determines do not affect airport operations.

1.03 AIRPORT OPERATIONS SPECIALISTS

The Director of Operations and the Airport Operations Specialist shall have the authority to open and close facilities, issue and cancel NOTAM's, and coordinate with the airlines and other airport users.

At the completion of work each day and prior to the opening of the runways, the Director of Operations, the Engineer, and the Contractor Superintendent shall inspect the facilities to be opened to insure they are ready for use. The Contractor shall immediately correct any deficiencies to the satisfaction of the Director of Operations designee in accordance with these specifications.

1.04 WEATHER LIMITATIONS

Runways 17, 35 and 6 are the precision instrument runways at Manchester-Boston Regional Airport and may be used during periods of IFR weather conditions, i.e., reduced visibility due to rain, fog, low clouds, etc. During IFR conditions the Contractors operations will be restricted to those operations which the Airport Operations Specialist determines do not effect airport operations.

During periods of VFR weather conditions, i.e., good visibility when work is unrestricted due to flight and weather conditions, the Contractor shall, at all times, attempt to complete work in areas which will be unavailable during IFR conditions. VFR work areas will be coordinated by the Airport Operations specialist.

At the daily work meetings the Airport Operations Specialist will determine which areas can be worked in and discuss the weather forecast. Changing weather conditions may require the Contractor to remove his personnel and equipment from a given area upon one (1) hours notice.

1.05 REQUIREMENTS FOR NIGHTTIME CONSTRUCTION

If the contractor chooses and is authorized to work at nighttime, the following conditions must be met:

a. Construction Lighting

The Contractor shall be required to furnish, install, maintain, relocate and remove temporary lighting to illuminate the work area during hours of darkness when work is in progress. The Contractor shall provide sufficient light units to produce an average maintained illumination level of 10 horizontal foot candles throughout the work area. The Contractor shall submit isolux curves or charts showing the pattern of lights.

Illumination levels shall be calculated and measured in accordance with the standards of the Illumination Engineering Society (IES) current practice.

Metal halide lamps should be used wherever possible, because their light is more nearly that of daylight.

b. Standby Equipment

The Contractor will be required to provide standby lighting equipment to be used in emergencies or when regular equipment breaks down. When the standby is required to be used, the Contractor will be required to repair or replace the broken equipment before being allowed to proceed with the next night's work.

The standby equipment shall be provided in the following amounts:

| <u>Regular Equipment</u> | <u>Standby Equipment Required</u> |
|--------------------------|-----------------------------------|
| 1-6 Units | 1 Unit |
| 7 or more units | 2 Units |

The Contractor shall park the standby equipment where they will be readily available to replace the regular equipment in case of breakdown.

c. Night Work Schedule

The contractor is to submit a schedule for the night's work to the Engineer prior to 3:00 p.m. of each day in which a night operation is planned. The schedule is to contain a listing of personnel (by work classification), equipment, and description of the specific work planned for that night.

THE CONTRACTOR WILL NOT BE AUTHORIZED TO WORK UNTIL THE DAILY WORK SCHEDULE HAS BEEN REVIEWED AND ACCEPTED BY THE OWNER.

d. Authorization To Work

Night Work will be authorized or denied before 6:00 pm, on a daily basis by the Airport Operations Specialist. The Airport Operations Specialist will determine what limitations due to weather conditions will apply to night's work.

1.06 AIRPORT SECURITY

The Contractor shall comply with all airport security requirements and regulations as directed by the airport operations coordinator. Security regulations include the Transportation Security Administration (TSA) 49 CFR Part 1542 – Airport Security, as well as Airport rules and regulations.

The Contractor shall be responsible for controlling access to the work area and insuring that airport security is maintained at all times. The TSA can impose fines of \$11,000.00 or more for security violations and incursions into active aircraft operation areas. In addition, the Owner may impose fines and penalties for violations to Airport rules, regulations and security procedures. The contractor shall pay all fines assessed against the airport due to violations caused by the Contractor and his personnel, subcontractors and vendors.

Security measures at the airport will require that the Contractor's employees park their personal cars in the areas designated on the plans for that purpose. Parking of personal cars at the work sites will not be permitted. The Contractor, as a subsidiary obligation shall provide adequate and safe transportation for his employees from the area where the cars are parked to and from the work area. Employees and drivers of work vehicles will be instructed as to proper access roads and will be cautioned that unauthorized use of aircraft pavements or other areas outside the designated work area may lead to their arrest and subsequent payment of fines.

Trucks delivering material to an actual work area will be subject to search and provided with an escort unless the driver has been previously cleared for operating a vehicle on the airfield.

All orders for material shall instruct the supplier of the procedures to be followed.

The Contractor shall submit to the Owner within 10 days after signing of the Contract a written method of operations detailing the precautions he proposed for the control of vehicle traffic including flagmen, signs, escorts, search and identification procedures and any other measures he proposes. A signage and security plan for the project shall be included in this information and shall be approved by the Owner prior to the commencement of work. After approval of his/her operating schedule, security and signage, the Contractor shall follow it explicitly. The Owner may close the work at any time this schedule is violated so as to not endanger aircraft operations. Such closure shall not be considered a valid reason for extending the contract time or for any claim for extras by the Contractor.

Controlled access points to the work area that impact the AOA shall be manned by an approved and trained gate guard. The Contractor shall contract through the Owner for gate guards.

All security arrangements shall be subject to the approval of the Owner.

The Contractor's personnel and vehicles will not have access to the entire airport, but shall be limited to the work area and the staging area.

1.07 OPEN TRENCHES OR EXCAVATIONS

The Contractor will not be permitted to leave any trenches or other excavations open at night, on weekends or at other times when the Contractor is not on the site. In addition, no excavations exceeding 3 inches in depth shall be left open within the runway and taxiway safety areas described in Paragraph 1.01 while runways, taxiways, and aprons are in use unless the excavations are covered with appropriate plates. Steel plates shall be capable of bearing the heaviest aircraft using the airport over the span in which they are to be used.

The Contractor shall keep the length of open trenches covered with steel plates to a minimum but in no case shall the length exceed distance between two adjacent manholes or catch basins.

All excavations shall be backfilled and the pavement repaired and properly cured prior to the area being reopened to traffic.

Prior to the close of work each day, the Contractor shall insure that the work area within the safety areas of the runways, taxiways, and aprons are graded away from the pavements at a maximum slope of 5% and shall be left in such condition that it will drain readily and effectively and will not pose a hazard to aircraft. No piles of soil shall be left unspread, no sharp changes in grade will be permitted and the surface shall be thoroughly compacted.

1.08 RADIO CONTROL

The Contractor shall have two-way radio communication between the radio control vehicle and his/her field office, Superintendent's vehicle, flagpersons, escort vehicles and gate guards. No FAA or other airport frequency will be used for this purpose. These radios shall be purchased, installed, maintained and operated at the Contractor's expense.

The Contractor shall have on site at all times one radio equipped vehicle with operator who shall monitor the radios during all working hours. The radio vehicle shall be equipped with a two-way radio on the Contractor's frequency, a two-way radio on the FAA "ground control" frequency and a two-way radio on the Airport's "granite" frequency. The radios on the ground control frequency and the "granite" frequency are to be used solely to communicate with the airport personnel, the engineer, and the air traffic control tower. Use of these radios is strictly prohibited for communication by contractor crews.

The Contractor shall furnish and maintain each of the following radios for use by the Airport Operations, the Engineer, and the Contractor during this project. Each radio shall be new and include a Spare Battery, A/C Rapid Desk Charger, Car Charger/Cigarette Lighter Cable, Harness Case, Speaker Mike, and a Magnetic Mount Vehicle Antenna with appropriate Antenna Connection Cable.

- a. Three (3) each ICOM Model IC-A200 radios, a multi-channel microprocessor controlled VHF air band transceiver that can cover a communication band of 118.000 to 135.915 MHZ.
- b. Two (2) each - Motorola Model HT-1250 -16 Channel Radios, a VHF two-way radio that can be programmed to communicate on the airport's "granite" frequency - Transmit Frequency: 158.9400 Tx Code 703, Receive Frequency: 153.7400 Rx Code 703.
- c. One (1) each - Motorola Model M 1225 radio, a VHF two-way radio that can be programmed to communicate on the airport's "granite" frequency - Transmit Frequency: 158.9400 Tx Code 703, Receive Frequency: 153.7400 Rx Code 703.

The Contractor shall furnish and maintain the required radios for use on the airport during construction. The Contractor shall maintain the radios in "like new" condition. Upon completion of the project the radios shall be come the property of the Owner.

The following are the applicable Air Traffic Control Frequencies at Manchester-Boston Regional Airport:

VHF AIR BAND

Ground Control Frequency: 121.900

Tower Frequency (Authorized Use Only) Frequency: 121.300

All radios shall be capable of reliable two-way communication with the appropriate agencies from any location on the airport.

The Contractor shall, before the start of construction, test his/her radios with the appropriate agencies to demonstrate the capabilities and to demonstrate the performance of the operator and the equipment, the radio vehicle shall have a rotating amber light on the roof, which shall be in operation at all times. The radio car will be parked in an appropriate location so that the operator can view the work. Radio control will be required whenever the Contractor is working in or adjacent to the aircraft operations areas, and/or when deemed necessary by Airport operations. Radio control and flagpersons will be required whenever the Contractor's vehicle and equipment are on or crossing active runways, taxiways or aprons.

1.09 FLAGPERSONS

The Contractor shall provide flagpersons at each active runway, taxiway, and apron pavement being crossed by his/her equipment to assure that moving aircraft are given the right-of-way at all times. Flagpersons shall also be required when vehicles on a service road are crossing the approach to an active runway in addition to previously specified radio cars. The Flagpersons shall be carefully selected and fully instructed as to their duties in regulating the Contractor's equipment crossing the aircraft pavement. They shall also be provided with broom, shovel, and brush and instructed to remove any debris that might be left by the equipment on the aircraft pavement where it might be ingested by an aircraft engine. Each Flagperson shall be provided with and shall wear at all times he/she is directing traffic, an approved striped vest of a type specifically designed for use by traffic control personnel.

The Contractor shall also provide flagpersons or uniformed officers at locations where the haul routes enter public streets or highways from airport property in accordance with the applicable local requirements.

1.10 BARRICADES

The Contractor shall furnish and place, as required, barricades to clearly define and close work areas to aircraft operations and prevent inadvertent access by vehicles and personnel.

The barricades shall be placed as shown on the plans or as directed by the Owner. The barricades shall be low profile type, a maximum of 24 inches high, shall be painted alternating bright orange and white and when used to define hazardous areas at night, shall be lighted in a manner approved by the Owner. No open flame lighting shall be used.

All temporary lights and barricades shall be weighted against jet blasts (100 mph).

1.11 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION

Normal airport operation will be conducted on the airfield during construction and the work shall be carried on in such a manner as not to interfere with the necessary operation of the airport. The Contractor shall take all precautions necessary to insure the safety of operating aircraft as well as his own equipment and personnel.

All Contractors' operations shall be conducted in accordance with the provisions set forth within the current version of Advisory Circular 150/5370-2 and herein. The advisory circular conveys minimum requirements for operational safety on the airport during construction activities. **The Contractor shall prepare and submit a safety plan that details how it proposes to comply with the requirements presented within the safety plan.**

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer

Specific requirements are as follows:

- a. When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place.
- b. When the contract work requires the Contractor to work within an AIR OPERATIONS AREA (AOA) of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided.
- c. No construction operations shall be carried on within 50 feet from the edge of any taxiway or within 250 feet of the centerline of any active runway or within the limits of active runway approach zones unless prior approval has been obtained. When permission has been granted to work inside these limits, no equipment shall be left within the lines when not actually working. During lunch hour breaks in the daily work schedule, nights, weekends, and the days when work is not permitted or is not progressing, the equipment shall be located outside of these restriction lines. All booms shall be lowered when the equipment is not in operation. No construction operations, including an open flame such as welding or burning, shall be carried on near any aircraft.
- d. Each Contractor's motorized vehicle operating in an aircraft movement area shall be equipped with an amber flashing light and a 3 foot square flag consisting of international orange and white squares not less than one foot square displayed in full view above the vehicle.
- e. In addition, all Contractor's vehicles shall have the company identification plainly visible on both sides of the vehicle in order to identify the vehicle.
- f. The Contractor shall obey all instructions as to the operation and routes to be taken by equipment traveling on Airport property. Any signs, lights, signals, markings, traffic control and other devices which may be required shall be provided and maintained by the Contractor during the course of the work, subject to the approval of the Owner. No aircraft pavement or navigation aid currently in services. Shall be left out of service overnight unless closed to all operations.
- g. The Contractor shall check all permanent and temporary lighting to assure its operating condition before leaving the job each day.
- h. The Contractor shall stake and permanently mark on the ground with a readily recognizable marking (football field marking or similar material) the restrictions lines parallel to the

taxiways and runways adjacent to the work and the approach zone limits so that workers can readily recognize the limitations.

- i. For nighttime and twilight operation all cranes must be marked with red obstruction lights to provide increased conspicuity. Provide two or more flashing (L864) beacons at the highest point of each rig, installed in a manner to ensure an unobstructed view of one or more lights by a pilot.
- j. All crane booms must be painted aviation orange and topped with a 3-foot by 3-foot aviation orange and white checkerboard patterned flag. Such flag shall be up at all times when the crane is in operation during daylight hours. Flags must have a stiffener to keep them from drooping in calm wind.

1.12 HAUL ROUTES

When public highway must be used for haul routes, it will become the Contractor's responsibility to obtain the proper permits needed for this function and to obey rules and regulations pertinent to the public highways.

Haul routes on the Airport shall be as shown on the Contract drawings. The Contractor shall stake or otherwise delineate the haul routes. The Contractor's vehicles and equipment shall operate within the limits of the marked haul route.

Contractor's vehicles will not be allowed access to portions of the Airport other than the work and staging areas.

All paved haul road or access roads shall be kept clean at all times to prevent the accumulation of dirt and mud and the generation of dust by sweeping, washing or other methods derated by the Owner. Unpaved haul roads, if any, shall be maintained by blading and filling when directed by the Owner and dust shall be controlled at all times.

Prior to the start of work, the Contractor shall take and deliver to the Owner, digital photographs and video of all haul routes. Views shall be restored to their original condition or better before the Contract will be considered complete. All restoration and dust control on haul roads shall be at the Contractor's expense.

1.13 OBSTRUCTION LIGHTING AND MARKING

Any temporary or permanent object, including all appurtenances, that exceeds an overall height of 200 feet above the ground level or exceeds any obstruction standard contained in FAR Part 77, should be marked and/or lighted. The FAA may also recommend marking /lighting a structure because of its particular location. The Contractor shall notify Airport Management at least 48 hours prior to the erection of any object of this type.

1.14 INDOOR AIR QUALITY IMPROVEMENT

The Contractor shall implement the following procedures in an effort to improve indoor air quality during the Owner's occupancy:

- a. All adhesives (for construction, floor and wall coverings), paints, thinners, solvents shall, among other technical qualifications, be selected in consideration to indoor air pollution. The use of these items in or near occupied areas is prohibited during normal operating hours;

- b. Provide maximum all-outside-air ventilation during the installation of strong emitting materials. This shall be done for the purpose of reducing the contamination of order materials by absorption of solvents and other volatile components;
- c. Beginning not less than three (3) weeks prior to Substantial Completion, heat the building to the maximum practical capability of the heating system for seventy-two (72) consecutive hours. maintain ventilation during beating. Immediately thereafter reduce heat to normal operating conditions and increase outside air ventilation. Ventilate the building to the maximum extent practical or not less than fourteen (14) consecutive days;
- d. On projects where the Owner (or other user) occupies all or portions of the building during construction, the Contractor shall make every practical effort to minimize their exposure to fumes and dusts from construction. Such efforts shall include items A through C above, as well as the construction of temporary air-tight barriers, isolation of ventilation systems and all older appropriate means as determined by the Contractor. See Section 01510 TEMPORARY FACILITIES in the project document entitled Project Requirements.

END OF SECTION 01100-AIP

SECTION 01540-AIP

SITE SECURITY IN THE AOA

Replace section 01540-AIP with the following:

1.01 DESCRIPTION

- a. This specification contains supplemental information and/or requirements for Airport Improvement Program (AIP) projects. All badging costs shall be considered incidental to the cost of the contract and shall not be paid for separately.
- b. In addition to the below, the Contractor shall reference the requirements of the Manchester-Boston Regional Airport Safety and Security Phasing Plan for the project badging and gate security requirements.

1.02 IDENTIFICATION OF EMPLOYEES

- a. AIRPORT SIDA BADGES: Full-time competent and responsible employees of the Contractor, such as superintendents and foremen, shall obtain an Airport SIDA badge. The SIDA badge requires finger printing screening and a criminal history check. The badge application process may take up to 14 days, the contractor shall plan accordingly.
- b. CONTRACTOR ESCORTED BADGES: The Contractor shall furnish and issue, to each of his employees and the employees of all subcontractors, an escorted identification badge which the employees will be required to wear at all times on the site. The escorted badge shall be a minimum of 2.5 inches by 4 inches, laminated in plastic, and have a clip for attaching. The escorted badge shall have the following information:
 - 1. Employee's Name (1/8" high lettering);
 - 2. The Contractor's name (1/8" high lettering);
 - 3. Subcontractor's name, if applicable (1/8" high lettering);
 - 4. Manchester-Boston Regional Airport (1/8" high lettering);
 - 5. "CONTRACTOR", "ESCORTED", "MHT"(1/4" high lettering);
 - 6. Badge Number (1/4" high lettering);
 - 7. 2" by 2" color photo of employee.
 - 8. Background color of the badge to be determined by the Owner.
- c. The Contractor shall submit a sample of the proposed badge to the Owner for approval.
- d. Escorted badged persons shall be escorted and within sight-line and control of an AIRPORT SIDA BADGED person at all times. The Contractor shall plan accordingly.
- e. TEMPORARY BADGES: Temporary badges may be issued for employees to be on the site less than one week. The temporary badges shall be as described above except for item (7).
- d. The Contractor shall provide the Owner with a list of employees on the job site and their badge number. The list shall include subcontractors and employees. The list shall be updated and submitted weekly.
- e. The Contractor's employees may be required to undergo a finger-print based criminal history records check.
- f. The Contractor's employees shall attend an Airport Security briefing prior to operating on

the AOA.

1.03 CONTROL OF SITE

- a. Controlled access points to the work area that impact the AOA shall be manned by an approved and trained gate guard. The Contractor shall contract through the Owner for gate guards.

END OF SECTION 01540-AIP

**Manchester - Boston Regional Airport
City of Manchester - Department of Aviation**

Elevators & Escalators Maintenance and Replacement Project

MHT / CITY BID # FY20-805-70

FAA AIP No. 3-33-0011-TBD-2020

**SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS
AND PROJECT TECHNICAL SPECIFICATIONS**



VOLUME III of III

**BID SET
April 2020**

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City of Manchester - Department of Aviation

Manchester - Boston Regional Airport

Elevators & Escalators Maintenance and Replacement Project

**SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS
PROJECT REQUIREMENTS**



APRIL 2020

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SPECIAL PROVISIONS TO THE PROJECT REQUIREMENTS

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SPECIAL PROVISION SECTION

01317 BLASTING

1.01 DESCRIPTION

Delete the specification section in its entirety. Blasting shall not be permitted.

END OF SECTION 01317

SPECIAL PROVISION SECTION 01520

FIELD OFFICE EQUIPMENT

1.01 SUMMARY

Delete the specification section in its entirety. Field Office Equipment shall not be required.

END OF SECTION 01520

City of Manchester - Department of Aviation

Manchester - Boston Regional Airport

Elevators & Escalators Maintenance & Replacement Project

**SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS
GENERAL CONDITIONS**



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SPECIAL PROVISION SECTION 00731

SPECIFICATIONS AND DRAWINGS

Replace section 1.02 of Section 00731 with the following:

1.2 SUMMARY OF THE ORDER OF PRECEDENCE

In case of conflicts between the contract documents the order of precedence shall be as follows:

- a. Modifications or changes last in time are first in precedence.
 - b. Addenda.
 - c. Special Provisions to the Project Requirements.
 - d. Project Requirements.
 - e. Special Provisions to the General Conditions.
 - f. General Conditions.
 - g. Special Provisions to the Supplemental Conditions for AIP Projects.
 - h. Supplemental Conditions for Airport Improvement Program (AIP) Projects (For AIP Projects only).
 - i. Special Provisions to the Standard Specifications
 - j. Technical Specifications.
 - k. Drawings; as between detailed drawings and standard plates bound within the specifications, the detailed drawings govern. In case of discrepancy, calculated dimensions will govern over scaled dimensions.
 - l. Cited standards for materials or testing.
 - m. Cited FAA advisory circulars.
 - n. In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- Note: Should there be a conflict among the Project Requirements, the General Conditions, the Supplemental Conditions for AIP projects, and the Technical Specifications, or any of the associated Special Provisions, the most stringent will apply.

END OF SECTION 00731

SPECIAL PROVISION SECTION 00740

CONTROL OF MATERIALS

Replace Section 1.09 Engineer's Field Office with the following section:

1.09 ENGINEER'S FIELD OFFICE

An Engineer's Field Office will not be required on this project.

END OF SECTION 00740

SPECIAL PROVISION SECTION 00765

MEASUREMENT AND PAYMENT

1.17 PAYMENT APPLICATION FORMS

Replace subsection a. with the following:

- a. Use AIA Document G702 and Continuation Sheets G703 as applicable for the Base Bid Lump Sum Contract Items:
 - Pay Item a) Replacement of one (1) Freight Elevator
 - Pay Item b) Replacement of two (2) escalators

Add the following subsections:

- e. For the monthly billing of the Elevators, Escalators, and Moving Walkways Maintenance and Service Work the Contractor shall use their standard invoice format for financial information which shall be supplemented with a cover letter listing and describing the covered preventative and corrective maintenance work that was performed during that monthly period indicating dates and downtimes of the VTE equipment, and corrective actions taken including parts replacements. Attachments shall include a copy of the signed preventative maintenance checklists and service call reports which shall also be submitted/maintained electronically. The monthly work under the contract shall be invoiced on the last day of the month in which the services have been provided.
- f. Repairs outside the scope of the Elevators, Escalators, and Moving Walkways Maintenance and Service Work contract terms that are requested by the Airport and are pre-authorized as such shall be submitted as separate billing from the monthly Elevators, Escalators, and Moving Walkways Maintenance and Service Work. The billing shall be submitted in similar format as the monthly services billing including attachment of vendor invoices for parts & materials backup. The cover letter shall call attention to the Authorization of Additional Out of Scope Work by the Airport and describe the circumstances leading to the additional work needed including the date of the Airport's authorization/notice to proceed and date of completion.

END OF SECTION 00765

SPECIAL PROVISION SECTION 00822

INSURANCE REQUIREMENTS

REVISE Section 00822 of the General Conditions as follows:

1.1 INSURANCE

Replace third paragraph of Section 1.01 Insurance with the following

CONTRACTOR agrees to maintain in full force and effect:

- a. Commercial General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$5,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$10,000,000 annual aggregate personal injury and property damage liability.
- b. Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability, in the amount of \$5,000,000.
- c. Automobile liability insurance for (1) any auto or (2) All owned, non-owned, and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limits for bodily injury and property damage.
- d. Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, with statutory coverage and including employer's liability insurance.
- e. The Contractor will provide All-Risks Builder's Risk Insurance in an amount equal to 100% of the insurable value of the work, Completed Value Form including materials delivered and labor performed. This policy will be written in the name of the City of Manchester Department of Aviation, The City of Manchester Department of Risk Management, the Contractor, Sub-Contractors, and Sub-subcontractors as their interests may appear. Such policy will also be endorsed so that loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear; such insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained as the present premises. The All-Risks insurance includes full flood and earthquake coverage. Materials stored off-site and materials in transit will be covered up to \$100,000 per occurrence.
- f. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of contractor.
- g. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- h. CONTRACTOR agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester, Department of Aviation within seven (7) days from the date of Notice of Intent to Award this agreement and, with respect to the renewals of the current insurance

policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, Department of Aviation, Department of Risk Management, the Manchester – Boston Regional Airport, and AECOM Technical Service Inc. as an additional insured (except workers' compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, 27 Market Street, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change.

- i. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of CONTRACTOR'S liability hereunder or in any way modify the CONTRACTOR'S indemnification responsibilities to the Owner, Authority or Architect/Engineers.
- j. It shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

END OF SECTION 00822

SPECIAL PROVISION SECTION 00840

LIQUIDATED DAMAGES AND EXTENSIONS

Revise paragraph 1.01 LIQUIDATED DAMAGES as follows:

1.1 LIQUIDATED DAMAGES

REMOVE and REPLACE paragraph 1.01a with the following:

- a. If the Contractor fails to substantially complete the Work and/or any intermediate phases of the work which may be required within the time specified in the Contract, or any extension, the Contractor shall pay the Owner, or the Owner will deduct payments due under this Contract or any other contract with the Owner, as liquidated damages, the sum of **Two Hundred Fifty dollars** (\$ 250.00) for each calendar day of delay.

END OF SECTION 00840

SPECIAL PROVISION SECTION 01380

CONSTRUCTION PHOTOGRAPHS

Replace the entire Section 01380 of Section 01380 of the General Conditions, with the following:

1.1 QUALITY ASSURANCE

- a. The Contractor shall utilize a digital camera with no less than 5 mega pixel resolution. The hiring of a professional photographer is not required on this project.

1.2 SUBMITTALS

- a. The Contractor shall comply with pertinent provisions of Section 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
- b. Except as otherwise directed and paid for, the Contractor shall furnish photographs of the project, the views shall be as directed or approved by the Owner's Representative. The photographs shall show the project site prior to construction, the work in progress and the project site at the completion of work. A minimum of 25 color photographs will be taken during each weekly period of the contract that work on site is progressing at each location of the work (i.e. at each of the two escalators and at the freight elevator). Photos shall be taken at all areas that will be difficult to observe after additional work is installed, or areas that will be covered and unobservable, prior to the installation of the obstructive work. Digital files shall be provided to the Owner's Representative by the Contractor.
- c. The image file names and folder organization shall be descriptive of the intended subject including:
 1. Job name;
 2. A descriptive subject and location from which photographed;
 3. Date of photograph;
 4. Photograph number.
- d. At the completion of each 30-day period of the project, the Contractor shall deliver to the Owner's Represented electronic files on CD, by a date stipulated by the Owner.
- e. The Contractor shall not permit prints or files to be issued for any other purpose without specific written approval from the Owner.

2.1 CONSTRUCTION PHOTOGRAPHY

- a. Site Photographs
 1. Each photograph shall be clear, in focus, with high resolution and sharpness, and with minimum distortion.
 2. The Owner may direct the Contractor to change perspective, view, or areas to be photographed as the construction progresses.

3.01 MEASUREMENT AND PAYMENT

- a. There will be no separate measurement or payment for photos. All photos, prints, and electronic files are considered incidental to the work and will be provided at no additional cost to the Owner.

END OF SECTION 01380

SPECIAL PROVISION SECTION 01560

TEMPORARY CONTROLS

Add or amend the following to Section 01560 of the General Conditions:

1.01 DESCRIPTION

b. Dust and Dirt Control:

Add the following:

7. Contractor shall design, furnish and install dust protection in conjunction with the project work area barricades as required by the Technical Specifications to contain errant dust from dispersing outside the work areas into the terminal building.

END OF SECTION 01560

SPECIAL PROVISION SECTION 01590

CONTRACTOR'S FIELD OFFICE AND SHEDS

Amend Section 01590 of the General Conditions as follows:

1.01 DESCRIPTION

ADD the following paragraph:

- n. The Contractor's field office if necessary, shall be located remotely from the terminal building site, and contractor employee POV parking shall be located offsite, in the parking garage at the Contractor's or employee's expense, or as otherwise directed by the Owners Representative. The field office and Contractor-owned work vehicle parking shall occur on Airport property. The Contractor shall obtain pre-approval of all locations.

END OF SECTION 01590

**Manchester - Boston Regional Airport
City of Manchester - Department of Aviation**

Elevators & Escalators Maintenance and Replacement Project

**SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS
SUPPLEMENTAL CONDITIONS FOR AIRPORT IMPROVEMENT PROJECTS
(AIP)**



April 2020

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SPECIAL PROVISIONS TO THE SUPPLEMENTAL CONDITIONS FOR AIP PROJECTS

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SPECIAL PROVISION SECTION 00820-AIP

REQUIRED FEDERAL CONTRACT PROVISIONS

Replace Section of 00820 of the Supplemental Conditions for AIP Projects with the following:

1.01 DESCRIPTION

Procurements made under the Airport Improvement Program shall comply with required Federal provisions established by various laws and statutes. The requirements for the provisions will vary depending on the type and size of the procurement action. Application of a certain provision also depends on established contract dollar thresholds. Note that exceeding several contract dollar thresholds causes additional provisions to be required in The City of Manchester, Department of Aviation contracts in each category of contract.

1.02 FEDERALLY FUNDED CONSTRUCTION CONTRACT PROVISIONS

The Required Federal Contract Provisions for the Federal Aviation Administration's Airport Improvement Program and their application thresholds are located in the attached AIP-Appendix A Required Contract Provisions for Airport Improvement Program and Obligated Sponsors in this Volume of the Project Documents. The Contractor shall adhere to all of the applicable provisions as shown in Table 1 – Applicability of Provisions for Construction on page 3 of AIP-Appendix A.

Also refer to Section 00320-AIP for the applicable forms of certification that shall be submitted as part of the Bid Proposal.

The Federal Contract Provisions for this Contract , including the Buy American Act requirements and the Davis-Bacon Wage Rate requirements, apply only to the Escalator Replacement Work (Contract Item b).

END OF SECTION 00820-AIP

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**FAA
Airports**

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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Record of Changes

| No. | Date | Item | Change |
|-----|------------|--|--|
| 1 | 1/29/2016 | Entire Document | Re-structured document to enhance user understanding of use and applicability; added suggested provisions for “Termination for Cause”, “Recovered Materials”, “Seismic Safety”. |
| 2 | 6/10/2016 | Table 1 | Distracted Driving: Updated “Dollar Threshold” to \$3,500 to reflect current micro-purchase threshold. |
| 3 | 6/10/2016 | A2, Affirmative Action | Update the reference to the Department of Labor online document to be “Participation Goals for Minority and Females” |
| 4 | 6/10/2016 | A12, Disadvantaged Business Enterprise | <p>A12.3: Changed Title to “Required Provisions”</p> <p>A12.3.1: Corrected starting timeframe for submitting written confirmation from “Owner Notice of Award” to “bid opening”</p> <p>A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.</p> <p>A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.</p> <p>A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</p> |
| 5 | 12/12/2017 | Cover | Change title of document for clarity |
| 6 | 12/12/2017 | 1. Purpose of this Document | <p>Added clarifying text addressing purpose and limitations of this guidance.</p> <p>1.7-1.9: Added definitions of contract, applicant, bid</p> |

| No. | Date | Item | Change |
|-----|------------|---|--|
| 7 | 12/12/2017 | 2. Sponsor requirements | Added clarifying text addressing sponsor responsibilities. |
| 8 | 12/12/2017 | 3. Typical Procurement Steps | Added clarifying text for typical procurement process steps. |
| 9 | 12/12/2017 | Table 1 – Applicability Matrix | Re-arranged table in alphabetic order. Added “Solicitation” column to address solicitation provisions Item I, Seismic Safety: Added Limited Application Added note on Airport Concessions Disadvantaged Business Enterprises |
| 10 | 12/12/2017 | All Clauses | Clarifying revisions made to applicability section. |
| 11 | 12/12/2017 | A5, Civil Rights - General | Rephrased General Civil Rights Provision to simplify language and to clarify duration of obligation for tenant/concessionaire/lessee |
| 12 | 12/12/2017 | A6.3.1 Civil Rights – Solicitations | Added sponsor must select either DBE or ACDBE |
| 12 | 12/12/2017 | A12, Disadvantaged Business Enterprise | The deadline to submit DBE confirmation of participation is now 5 days after bid opening or as a matter of bid responsiveness. Updated DBE contract assurance (12.3.3) to match language of 49 CFR § 26.13 |
| 13 | 12/12/2017 | A24, Tax Delinquency and Felony Conviction | New certification addressing contractor tax delinquency and felony conviction. |
| 14 | 6/19/2018 | 6.2.1, Applicability of Title VI Solicitation Notice | For Title VI Clauses for Compliance with Nondiscrimination Requirements, change second sentence in second column to changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”. |
| 15 | 6/19/2018 | A6.4.1, Title VI Clauses for Compliance with Nondiscrimination Requirements | In second item, changed “are already subject to nondiscrimination requirements” to “are not already subject to nondiscrimination requirements”. |

CONTRACT GUIDANCE

1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates all possible provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program. The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) Federal laws and regulations require that an sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 3) The term **sponsor** is used in this document to mean either an obligated sponsor on a project that is not federally funded, or a sponsor on an AIP funded project.
- 4) The term **Owner** is generally used in the solicitation or contract clauses because of its common use in public contracts.
- 5) An Owner becomes an obligated sponsor upon acceptance of the Airport Improvement Program (AIP) grant assurances associated with current or prior AIP grant funded projects.
- 6) For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts and supplier contracts such as purchase orders.
- 7) For purpose of remaining compliant with its obligations, a sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 8) The term **contractor** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
- 9) The term **bid** is understood to mean a bid, an offer, or a proposal.
- 10) **Applicant:**
 - a. For the Equal Employment Opportunity (EEO) clause, the term **applicant** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).
 - b. For all other clauses, the term **applicant** means a bidder, offeror, or proposer for a contract.

2. Sponsor Requirements

In general, the sponsor must take the following actions in order to remain consistent with its obligations:

- 1) Include in its procurements the provisions that are applicable to its project.

- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a sponsor must use.
 - (a) Mandatory Language - Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision **without change**, except where specific adaptive input is necessary (e.g. such as the sponsor's name).
 - (b) No Mandatory Language Provided - For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some sponsors may already have standard procurement language that is equivalent to those federal provisions. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The usual procurement steps in a project are:

- 1) Solicitation, Request for Bids or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates and reviews all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the **solicitation** in lieu of including the entire text.

Meaning of cell values

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

| Provisions/Clauses | Dollar Threshold | Solicitation | Professional Services | Construction | Equipment | Property (Land) | Non-AIP Contracts |
|--|------------------|--------------|-----------------------|--------------|-----------|-----------------|-------------------|
| Access to Records and Reports | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |
| Affirmative Action Requirement | \$10,000 | REQD | Limited | REQD | Limited | Limited | n/a |
| Breach of Contract | \$150,000 | NIS | REQD | REQD | REQD | REQD | n/a |
| Buy American Preferences | \$ 0 | REF | Limited | REQD | REQD | Limited | n/a |
| (1) Buy American Statement | \$ 0 | NIS | Limited | REQD | REQD | Limited | n/a |
| (2) BA – Total Facility | \$ 0 | NIS | Limited | REQD | REQD | Limited | n/a |
| (3) B.A. – Manufactured Product | \$ 0 | NIS | Limited | REQD | REQD | Limited | n/a |
| Civil Rights – General | \$ 0 | NIS | REQD | REQD | REQD | REQD | REQD |
| Civil Rights - Title VI Assurances | \$ 0 | REF | REQD | REQD | REQD | REQD | REQD |
| (1) Notice - Solicitation | \$ 0 | REQD | REQD | REQD | REQD | REQD | REQD |
| (2) Clause - Contracts | \$ 0 | NIS | REQD | REQD | REQD | REQD | REQD |
| (3) Clause – Transfer of U.S. Property | \$ 0 | NIS | n/a | n/a | n/a | Limited | REQD |
| (4) Clause – Transfer of Real Property | \$ 0 | NIS | n/a | n/a | n/a | REQD | REQD |
| (5) Clause - Construct/Use/Access to Real Property | \$ 0 | NIS | n/a | n/a | n/a | REQD | REQD |
| (6) List – Pertinent Authorities | \$0 | NIS | REQD | REQD | REQD | REQD | REQD |
| Clean Air/Water Pollution Control | \$150,000 | NIS | REQD | REQD | REQD | REQD | n/a |
| Contract Work Hours and Safety Standards | \$100,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Copeland Anti-Kickback | \$ 2,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Davis Bacon Requirements | \$ 2,000 | REF | Limited | REQD | Limited | Limited | n/a |
| Debarment and Suspension | \$25,000 | REF | REQD | REQD | REQD | Limited | n/a |
| Disadvantaged Business Enterprise | \$ 0 | REF | REQD | REQD | REQD | REQD | n/a |
| Distracted Driving | \$3,500 | NIS | REQD | REQD | REQD | REQD | n/a |
| Energy Conservation Requirements | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |
| Equal Employment Opportunity | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| (1) EEO Contract Clause | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| (2) EEO Specification | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Federal Fair Labor Standards Act | \$ 0 | NIS | REQD | REQD | REQD | REQD | Info |
| Foreign Trade Restriction | \$ 0 | REF | REQD | REQD | REQD | REQD | n/a |
| Lobbying Federal Employees | \$ 100,000 | REF | REQD | REQD | REQD | REQD | n/a |
| Occupational Safety and Health Act | \$ 0 | NIS | REQD | REQD | REQD | REQD | Info |
| Prohibition of Segregated Facilities | \$10,000 | NIS | Limited | REQD | Limited | Limited | n/a |
| Recovered Materials | \$10,000 | REF | Limited | REQD | REQD | Limited | n/a |
| Rights to Inventions | \$ 0 | NIS | Limited | Limited | Limited | n/a | n/a |
| Seismic Safety | \$ 0 | NIS | Limited | Limited | Limited | n/a | n/a |
| Tax Delinquency and Felony Conviction | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |
| Termination of Contract | \$10,000 | NIS | REQD | REQD | REQD | REQD | n/a |
| Veteran's Preference | \$ 0 | NIS | REQD | REQD | REQD | REQD | n/a |

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport sponsors must include the appropriate Title VI language in their solicitation notices when they seek proposals for concessions.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

Property/Land – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – MANDATORY TEXT. The sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **[sponsor must insert established goal]**

Goals for female participation in each trade: 6.9%

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **[sponsor must insert state, county, and city]**.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. There are two separate general civil rights provisions —one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

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. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) 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 AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|--|--------------------------------------|
| Title VI Solicitation Notice – <ul style="list-style-type: none">Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30d of the Airport Sponsor Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements regardless of funding source. | A6.3.1 |
| Title VI Clauses for Compliance with Nondiscrimination Requirements <ul style="list-style-type: none">Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination ClausesAssurance 30e.1 of the Airport Sponsor Assurances | Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities) It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause. | A6.4.1 |

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|--|---|--------------------------------------|
| <p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.3 of the Airport Sponsor Assurances | <p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.</p> <p>This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.</p> | A6.4.2 |
| <p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4a of the Airport Sponsor Assurances | <p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.</p> | A6.4.3 |
| <p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.4b of the Airport Sponsor Assurances | <p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal.</p> | A6.4.4 |
| <p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.2 of the Airport Sponsor Assurances | <p>Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities.</p> <p>This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.</p> | A6.4.5 |

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

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

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

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

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements.

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does **not** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment – The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – The sponsor must include contract and specification language into all professional service agreements as required above.

Property – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – MANDATORY TEXT. 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 SOLICITATION CLAUSE

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

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

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

A20.3 CONTRACT CLAUSE

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

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A22.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A22.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR part 41

A23.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A23.3 CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A24.2 APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A24.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

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

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A27.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DAVIS-BACON WAGE RATES

ATTACHMENT TO SPECIFICATION

SECTION 00830-AIP

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"General Decision Number: NH20200022 02/14/2020

Superseded General Decision Number: NH20190022

State: New Hampshire

Construction Type: Building

County: Rockingham County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2020 |
| 1 | 01/24/2020 |
| 2 | 02/14/2020 |

ASBE0006-014 09/01/2019

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 38.75 | 29.75 |

BOIL0029-004 01/01/2017

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 42.42 | 24.92 |

BRNH0003-001 05/01/2018

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 30.36 | 25.20 |

* ELEC0490-006 01/01/2020

| | Rates | Fringes |
|---|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation)..... | \$ 30.28 | 20.58 |
| ----- | | |
| ELEV0004-007 01/01/2020 | | |

| | Rates | Fringes |
|--|----------|---------|
| ELEVATOR MECHANIC..... | \$ 61.42 | 34.77 |
| a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving. | | |
| b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit. | | |
| ----- | | |
| IRON0007-037 03/16/2019 | | |

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (Reinforcing and Structural)..... | \$ 26.01 | 22.57 |
| ----- | | |
| LAB00976-008 06/01/2018 | | |

| | Rates | Fringes |
|---------------------------------|----------|---------|
| LABORER: Common or General..... | \$ 21.01 | 17.57 |
| ----- | | |
| PLUM0131-004 06/01/2019 | | |

| | Rates | Fringes |
|-------------------------|----------|---------|
| PIPEFITTER..... | \$ 34.07 | 23.48 |
| ----- | | |
| SUNH2015-008 06/16/2017 | | |

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER, Includes Acoustical Ceiling Installation and Form Work (Excludes Drywall Hanging and Drywall Finishing/Taping)..... | \$ 24.47 | 8.55 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 22.04 | 9.70 |
| DRYWALL FINISHER/TAPER..... | \$ 25.00 | 0.00 |
| DRYWALL HANGER, Includes Metal Stud Installation..... | \$ 25.00 | 0.00 |
| GLAZIER..... | \$ 26.75 | 3.48 |
| LABORER: Mason Tender - Brick... | \$ 16.52 | 4.74 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 24.02 | 4.25 |

| | | |
|---|----------|------|
| OPERATOR: Crane..... | \$ 27.42 | 3.83 |
| OPERATOR: Loader..... | \$ 22.25 | 2.13 |
| OPERATOR: Roller..... | \$ 23.56 | 3.28 |
| PAINTER (Brush and Roller)..... | \$ 18.10 | 1.58 |
| PAINTER: Spray..... | \$ 22.99 | 3.28 |
| PLUMBER, Includes HVAC Pipe Installation..... | \$ 26.72 | 5.56 |
| ROOFER..... | \$ 19.22 | 0.00 |
| SHEET METAL WORKER, Includes HVAC Duct Installation..... | \$ 24.88 | 5.46 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 31.29 | 9.78 |
| WATERPROOFER..... | \$ 26.69 | 0.00 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SPECIAL PROVISION SECTION 01100-AIP

SPECIAL PROJECT PROCEDURES

Amend the following to Sections of 01100-AIP of the Supplemental Conditions for AIP Projects:

1.08 RADIO CONTROL

Remove this section in its entirety.

1.13 OBSTRUCTION LIGHTING AND MARKING

Add the following to the section:

All cranes shall marked at their highest point with a red flashing beacon during the night use and 3'x3' white-red checkered flag during day use.

END OF SECTION 01100-AIP

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**Manchester - Boston Regional Airport
City of Manchester - Department of Aviation**

Elevators & Escalators Maintenance and Replacement Project

TECHNICAL SPECIFICATIONS



APRIL 2020

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TECHNICAL SPECIFICATIONS

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MANCHESTER-BOSTON REGIONAL AIRPORT

SECTION 02000

ELEVATOR AND ESCALATOR REPLACEMENTS SCOPE OF WORK

PART 1. GENERAL

1.1. SCOPE

The Design-Builder (whom may also be referred to as Contractor elsewhere in the Project Documents) shall be responsible for all work necessary to complete the design and construction of all structural, architectural, mechanical/plumbing, and electrical systems associated with the replacement / modernization of one (1) hydraulic freight elevator and two (2) transportation grade escalators located at Manchester-Boston Regional Airport ("Airport"). The design and construction of all systems and components shall provide functionality, durability, ease of maintenance and inspection, and safety.

The Design-Builder shall be responsible for coordinating with third-party agencies. The Design-Builder shall also be responsible for obtaining all necessary approvals from Authorities Having Jurisdiction (AHJ) over the Work, and for the payment of all required charges and fees in connection with the work of this Section.

1.2. ELEVATOR OVERVIEW

| Elevator | Service | Performance | Machine Type | Floors Served |
|----------|---------|-------------------|--------------|------------------|
| NHE3285 | Freight | 6000lbs @ 100 fpm | Hydraulic | 1 (F/R), 2 (F/R) |

1.3. ESCALATOR OVERVIEW

| Escalator | Performance | Floors Served |
|-----------|-------------------|---------------|
| NHE3255 | 8000lbs @ 100 fpm | 1 and 2 |
| NHE3256 | 8000lbs @ 100 fpm | 1 and 2 |

1.4. STANDARDS

The Design-Builder shall perform mechanical design and construction activities in accordance with the Contract requirements and the applicable Standards, Design Codes and Manuals referenced herein unless otherwise stipulated in this Technical Scope of Work or otherwise applicable to the Project.

The design, materials, and installation covered under this specification shall conform to the rules and regulations of all applicable Federal, State and City laws as well as local codes, rules and regulations. Elevator and escalator component design, materials and installation shall conform to the requirements of the following:

- New Hampshire Building Code (IBC 2015)
- American Society of Mechanical Engineers (ASME) A17.1 - 2013
- American Society of Mechanical Engineers (ASME) A17.2 - 2012
- RSA 157-B – Elevator and Accessibility Lift Law
- New Hampshire Administrative Rule Chapter Lab 1300 Elevators

Should any apparent conflict among standards, codes, drawings or this specification, the Design-Builder shall refer to the Airport for written resolution.

1.5. DESIGN CRITERIA

Statements below shall pertain to both elevators and escalators unless otherwise noted.

All material and equipment shall be new unless otherwise specified and indicated. Equipment shall be the product of a manufacturer regularly engaged in the manufacture and installation of escalator and elevator equipment. Design and construction of the equipment and parts subject to wear shall be such that similar machines and devices provided will be completely interchangeable. Working parts shall be accessible for inspection, servicing and repair. Adequate means shall be provided for lubrication of all wearing parts that require lubrication.

Design-Builder shall locate machinery and control equipment in the existing machinery spaces (pits, wellways, etc.).

All testing and operation of escalator and elevator equipment shall comply with the testing prescribed in A17.1 and IBC.

A. Elevators

1. Retain the existing operation of the elevator and remain within the constraints of the existing hoistway and machine room space.
2. All structural, architectural, mechanical/plumbing and electrical work are a part of the overall scope. The Design-Builder shall also provide lighting and receptacles associated with the elevator car, landing levels, elevator for the usage and construction of the Project.
3. The Design-Builder shall maintain the service of the existing elevator.

B. Escalators:

1. Retain the existing operation of the escalators and remain within the constraints of the existing space defined by the first-floor pit and second floor structural framing.
2. All structural, architectural, mechanical/plumbing and electrical work are a part of the overall scope.
3. Fastening of access covers, low decks, skirt panels, etc. shall be with tamperproof fasteners secured to prevent the removal or dislodging and causing damage to equipment. Glue is not permitted as a means to secure any material, except for securing composite panels.
4. As an alternate structural design approach, which must be clearly stated and described in the

Bid Proposal submittal, the Design-Builder may propose the following:

- a. Clean, inspect, rehabilitate, modify and re-use the existing escalator truss. The rehabilitated truss shall be in like-new condition which shall include all necessary repair and strengthening (reinforcement) of structural members, connections, and supports and shall include protective painting. The truss inspection (and analysis for loads and code compliance) shall be documented by a detailed structural and mechanical inspection report (with photographs) to be signed and sealed by a NH Professional Engineer and submitted to the Airport prior to commencement of any rehabilitation work. Rehabilitation construction drawings shall be submitted to the Airport for review.

1.6. JOB CONDITIONS

Design-Builder to make necessary provisions to protect systems from damage, deterioration and environmental conditions.

Prior to any modification, coordinate any alterations required with the Airport.

Design-Builder to provide means to prevent water from accumulating in the pit.

Refer to 1993 Reference Drawings for Existing Hydraulic Freight Elevator (NHE3285) and 1992 Architectural and Structural Reference Drawings for Existing Lobby Main Up & Down Escalators (NHE3255 & NHE3256) included in Technical Specifications Appendix A. The Design-Builder shall verify all dimensions and existing conditions indicated on reference documents.

1.7. SUBMITTALS

Design-Builder to provide submittals and drawings no later than 16 weeks after receiving Notice to Proceed. All drawings are to be signed and sealed by a professionally licensed engineer in the State of New Hampshire.

Design-Builder to submit a letter from the manufacturer indicating that the Installer is approved and authorized by the Manufacturer for the installation of the equipment as specified. If the Manufacturer intends to install the equipment, it shall be submitted in letter form and signed by an officer of the Manufacturer.

Submittals and drawings shall include, but are not limited to, the following:

A. Product Data:

1. Manufacturer's catalogue cuts.
2. Electrical characteristics and connecting requirements.
3. Performance data sheets.
4. All proprietary equipment shall be clearly identified in the literature and manuals.

B. Shop Drawings:

1. Elevator:
 - a. Cab drawings
 - b. Layout of all fixtures.
 - c. Controller
2. Escalator

- a. Facsimile outline of escalator truss in profile and plan.
 - b. Facsimile elevation of escalator balustrade.
 - c. Vertical section through balustrade and truss midway between working points.
 - d. Support details showing attachment of truss to structure.
 - e. Balustrade deck cover, interior panels, skirt panels, and their moldings.
 - f. Radial, vertical and horizontal dimensions required for manufacture, and positions of upper and lower working points tied to column lines and required pit dimensions.
 - g. Major mechanical and electrical components within truss, including motor and emergency brakes.
 - h. Passenger instruction signs.
 - i. Emergency stop button.
 - j. Operating panel in upper and lower balustrades (including stop button, start and direction selection switches, and fault finder receptacle).
 - k. Bearing ratings, identification and catalog numbers for all components.
 - l. Complete schematic diagram for the controller and all electrical devices.
 - m. Test certificates for step chain.
- C. Record Drawings:
1. Elevator
 - a. Plans, elevations, sections, and large-scale details indicating service at each landing
 - b. Machine room layout
 - c. Coordination with building structure
 - d. Relationships with other construction
 - e. Locations of equipment
 - f. Indicate maximum dynamic and static loads imposed on building structure at points of support as well as maximum and average power demands.
 2. Escalators
 - a. Truss.
 - b. Track system and supports.
 - c. Drive system.
 - d. Step nosing radius at upper and lower ends.
 - e. Drive chains and gear train.
 - f. Step chain or step links (including chain pitch, step, and trailer wheels).
 - g. Step assembly (including axle, step tread, frame, and riser).
 - h. Handrail system (including profile, guides, drive, and tension device).
 - i. Safety switches and operating devices.

- j. Floor plates.
 - k. Speed governor.
 - l. Metal gauges.
 - m. Drainage and electrical interfaces.
 - n. Hand and finger guards.
 - o. Ceiling intersection guards.
- D. Operation and Maintenance Manuals (three hard-bound copies with an electronic copy on CD-ROM included with each bound manual):
- 1. Complete table of contents.
 - 2. Complete instructions regarding operation and maintenance of equipment. Included will be complete and illustrated exploded views of all assemblies as well as a complete and illustrated exploded view for identifying all system parts.
 - 3. Complete nomenclature of replaceable parts, part numbers, current cost, and warehouse location. If product source is another vendor, Design-Builder shall include name and address of other vendor.
 - 4. Sample copies of a preventive maintenance chart.
 - 5. Descriptions of safety devices.
 - 6. Safety rules, tests, and procedures, including testing of all systems and subsystems.
 - 7. Troubleshooting techniques.
 - 8. Control and schematic electrical wiring diagrams of controller, including wiring of safety devices to connections with remote indication and control panels.
 - 9. Electrical layout showing placement of lighting, light switches, receptacles, light fixtures, disconnect switches, and convenience outlets in machinery location and pits.
 - 10. Detailed lubrication and cleaning schedule indicating weekly, monthly, quarterly, semiannual, and annual lubrication; and a description of each lubrication point, lubrication type, and specification.
 - 11. Complete detailed drawings and wiring diagram of fault-finding device(s).
 - 12. For Escalators
 - a. Procedures for adjusting brake, handrail tension, handrail chain drive tension, step chain tension, track system, and mechanical components, including pictorials.
 - b. Instructions for removing floor plate, replacing comb segments, and removing and installing steps, and interior panels.
- E. Certification:
- 1. Design-Builder shall provide certification that the Airport will be provided with copies of all documents related to maintenance, safety, operations, design changes, modifications, retrofits, etc., which relate to any part, component, equipment, system, subsystem, or material and services applicable to the escalator provided.
 - 2. All of the above referenced documents shall be provided as they pertain to the original installation and for a period of ten (10) years after final acceptance of the last escalator

provided under this contract.

3. The referenced material shall be provided within thirty (30) days of publication or internal distribution by the escalator manufacturer. The material, even if labeled PROPRIETARY, shall be delivered to the Airport without prejudice or delay and at no additional cost.
 4. Provide all material on CD-ROM, USB flash drive, or electronically in a format approved by the Airport.
- F. Safety Data Sheets (SDSs): MSDS and product data sheets shall be submitted with an index listing each product, along with the application method of the product, approximate quantity of product per escalator, and the component the product is applied to or associated with. Design-Builder shall allow 6 (six) weeks for review of material safety data sheets.
- G. Product Delivery, Storage and Handling
1. Design-Builder shall coordinate delivery to the site, or other storage area acceptable to the Airport, and provide adequate secured storage acceptable to the Manufacturer and Installer. Stored escalators and related equipment shall be insured as required by the Contract Documents.
 2. Deliver components with factory-installed wooden skids and lifting lugs, and pack components in factory-fabricated protective containers.
 3. Store materials in original protective packaging in a dry area protected from weather.
 4. Protect equipment and exposed finishes during transportation, storage and erection against damage and stains.
 5. Handle components carefully to avoid damage to components, enclosures and finish.

1.8. WARRANTY

The Design-Builder shall ensure all manufacturers warrant their products and associated hardware to be free of defects in material and workmanship for a minimum period of one (1) year from the date of elevator and escalator construction commissioning.

Provide 12-month preventative maintenance service to coincide with warranty period. Preventative Maintenance shall include inspection of completed installation and periodic testing to maintain equipment in complete operable condition.

Any defect in the new Work found within the warranty period shall be repaired or replaced by the Design-Builder, at total cost to the Design-Builder, including labor, parts, and transportation.

After the Work has been deemed Substantially Complete by the Airport in accordance the Design-Builder shall provide letters to the suppliers with copies to the Airport, identifying Substantial Completion Date established by the Airport and therefore the date the warranty shall begin.

PART 2. REQUIREMENTS

2.1. ELEVATORS

A. General

All material and equipment shall be new unless otherwise specified and indicated. Equipment shall be the product of a manufacturer regularly engaged in the manufacture and installation of this type of equipment. Design and construction of the equipment and parts subject to wear shall be such that similar machines and devices provided will be completely interchangeable. Working parts shall be accessible for inspection, servicing and repair. Adequate means shall be provided for lubrication of all wearing parts that require lubrication.

Design-Builder shall refer to the notes presented on Figure 4 in Appendix A for additional equipment and construction requirements.

Design-Builder shall locate all elevator machinery and control equipment in the existing machine spaces. Hydraulic pump unit, controller and related equipment shall be identified by number. Design-Builder shall provide code-approved fire extinguishers in machine rooms.

Design-Builder shall provide new car roller guide shoes per manufacturer's standards. Roller guides shall be assembled on a metal base, designed to provide continuous contact of all rollers with the guide rail surfaces under all load conditions and operation. Roller guides shall include 16-gauge cover guards.

Prior to the installation of the roller guides, Design-Builder shall inspect and refurbish existing car guide rails. Thoroughly clean all guide rails of grease, oil, rust and other foreign substances. File and remove all rough edges and surfaces. Tighten or replace bracket bolts and guide clips for smooth and quiet operation.

B. Machinery

Design-Builder shall retain existing hydraulic elevator pumping unit containing hydraulic pump, valves, and motor designed for hydraulic elevator applications housed in a structural steel outer support. Power unit and components inspected for operation.

Design-Builder shall provide hydraulic fluid with grade ISO 32 (or better) sufficient to fill the safety bulkhead, hydraulic pumping unit sump and maintain operation of the elevator.

Design-Builder shall retain, inspect and repack the existing hydraulic jack.

C. Cab and Hoistway

Design-Builder shall provide the following:

1. Replace hoistway doors in kind with existing doors.
2. Replace worn hanger tracks to attain smooth operation, where necessary
3. Furnish and install new hanger track on all hoistway doors. In addition, all eccentrics shall be cleaned, lubricated and adjusted or replaced for proper and smooth operation.

4. Align existing car platform and square to existing hall sills to provide equal running clearance on all floors.
5. Provide and install floor numbering on the hoistway side of hoistway doors and/or walls at intervals as required.
6. Remove and replace crosshead data plate.
7. Clean, inspect and reuse existing coil spring buffers and blocking.
8. Provide stainless steel toe guards at each car entrance opening where missing or damaged to extend below the entrance opening per code requirements.
9. New sump pit and pump. Do not connect directly to sewer lines. Sump pump shall be capable of removing 3,000 gal/hr at minimum.

D. Controls

Elevator controls shall be non-proprietary microprocessor-based controller designed to regulate the acceleration, deceleration and stopping of the elevator and to prevent damage to the motor from overload or overcurrent condition.

Electromechanical relays shall be provided on safety circuits where required.

Car speed shall be regulated to +/- 5% of contract speed in either direction with regardless of load in elevator cab.

Shall contain door monitoring capabilities per ASME A17.1, §2.26.5.

Controller shall have selective collective automatic operation as defined by ASME A17.1.

1. The elevator shall travel to landings for which a call demand exists. Stops in response to calls that are registered in the car push button stations shall occur in the natural order of progression in which the floors are encountered, depending on the direction of car travel, and irrespective of the order in which calls are registered.
2. Call acknowledgment lights provided in both the car and corridor push button fixtures shall be extinguished as the car begins its slowdown approach to the corresponding landing.

Controller wiring shall be copper and done in a neat workmanlike manner. All connections shall be made to studs or terminals by means of solder-less connection lugs or similar connections. All studs and terminals shall be labeled for connections of board and external wiring.

All devices on the controller shall be identified with symbols or letters permanently marked on or adjacent to each device. All fuse holders shall be permanently marked with ampere rating.

Controllers shall provide efficient, smooth operation with step-less acceleration and deceleration of the elevator hoisting machine independent of the load in the car.

Design-Builder shall provide a display in the machine room that allows troubleshooting and can display the status of the elevator. The display shall include each car position, hall and car calls registered, status of the car, and other applicable information. The troubleshooting functions shall include the ability to register car calls and hall calls. Controllers shall include security features in order to allow any Maintenance Personnel to lock out car or hall calls on an individual basis without software changes. All lockout shall be overridden by fire service as required.

Provide normal and terminal stopping devices for the elevator conforming with Code requirements. Terminal stopping devices located in the hoistway of the car and operated by cams

shall be fitted with rollers having a rubber or other approved composition tread to provide practically silent operation when actuated by the cam. Hoistway limit switches shall be constructed with a NEMA 4X enclosure.

Design-Builder shall provide new stop switches located at the pit, on the top of car station, at the bottom landing adjacent to pit ladder and in the main car operating panel.

Design-Builder shall provide approved key switch at the top landing and bottom to permit the elevator to be operated at inspection speed with the hoistway doors open at that landing. The car will only travel a distance necessary for authorized persons to obtain access to the top of the car or pit area.

Design-Builder shall remove and replace all hall fixtures in kind. Hall fixtures shall be made of tamper-resistant, heavy-duty stainless-steel. Enclosures and exposed faces shall be watertight and rated NEMA 4X. Hall fixtures shall include, but are not limited to, hall stations and hall lanterns.

E. Elevator Cab

Design-Builder shall provide the following:

1. Remove and replace existing top of car boxes which shall have an inspection switch which overrides all other inspection switches, with “up” and “down” pushbuttons and a stop switch. The top of the car shall be properly illuminated and the light shall be properly guarded. The inspection station shall comply with all current code requirements, including operational and labeling requirements.
2. Remove and replace car operating panel containing a series of pushbuttons to correspond to the landings served. The pushbuttons shall become individually illuminated as a button for the corresponding floor is pressed. These lights shall extinguish as the call is answered. The panel shall also contain an emergency stop switch with red operating handles or buttons, which, when activated, shall remove electric power from the driving machine motor and engage the brake. While the emergency stop switch is activated, the emergency alarm bell(s) shall sound. Car operating panel shall contain an LED type readout the car station to show floor locations. The LED characters shall be 2” high with a screen flush with panel surface of the fixture cover. Car operating panel shall also contain fire light, buzzer, inspection access key switch and GFCI outlet.
3. Remove and replace car door operator and related equipment. Door operator shall be of heavy-duty with an encoder-less VVVF drive. The door operator shall be closed loop designed to operate cab and hoistway doors simultaneously. Car door operator shall be fitted with an infrared curtain to prevent the doors from closing should any infrared beam be broken.
4. Remove and replace interlocks at all landings that prevent the operation of the elevator unless all elevator doors are closed and maintained closed when elevator is away from landing. Interlocks shall also prevent the opening of a hoistway door from the landing side unless car is within the landing zone and is either stopped or being stopped at that level.
5. Provide new top and bottom of door safety retainers as described in ASME A17.1, §2.11.11.8 on all openings.
6. Inspect and repair existing sling and platform as needed. Provide an inspection report with photos to the Airport. Scrape, clean, and paint with rust inhibitor paint and secure any loose sections.

7. Provide new elevator cab containing a steel shell, canopy, flooring, return panels and lighting. Cab design shall be as approved by the Airport.

F. Communication

Design-Builder shall provide an automatic dialing, hands-free telephone in the car station. The telephone shall be turned on by pressing the emergency alarm or stop switch or a separate call button in the car panels. It shall automatically dial a programmed number to alert the security personnel that there is a problem in the elevator. Calls shall not be terminated from within the car; the call must be ended externally. Pressing any button that initiates the call shall not stop the call from being made.

The system shall have a ring-back feature to allow calls to be placed to the elevator. It shall answer the incoming call automatically and shut off after an adjustable programmed time. An audible and visual signal shall be provided to indicate that a communication link has been established. Ni-Cad batteries shall ensure operation under all conditions. The unit shall be installed in the elevator and wiring within the hoistway, terminating at the elevator machine room. A suitable and identified junction box in the machine room shall be installed.

G. Electrical

Design-Builder shall maintain and/or provide required electrical power to the elevator system(s) including, but not limited to:

1. Existing grounding, feeding service and distribution in the elevator machine room shall be reviewed and upgraded as per code and equipment requirements.
2. New three-phase mainline switches with shunt trips fused and lockable in the open position, with fuses as required. Electrical feeder shall include ground and neutral wires.
3. 120V-20amp single phase fused and lockable disconnect switch for elevator located in the machine room for car lights and fans.
4. Machine room (19fc at floor) and pit lighting (10fc at floor) guarded as per applicable code requirements, with machine room and pit light switches.
5. 110VAC duplex GFCI protected outlets in the machine room and pit.
6. Illuminated light switch in the pit guarded as per applicable code requirements for elevator pits.

Design-Builder shall install all wiring including, but not limited to, high voltage, low voltage, intercom, fiber optic, plenum shielded, in pipe conduit. This pertains to wires installed both inside and outside of the elevator hoistway.

Design-Builder shall run the electrical wiring and conduit from the electrical disconnect switch to the elevator controller.

Design-Builder shall provide electrical isolation as necessary to keep the harmonic distortion and electrical noise within permitted levels.

Leveling system shall be of NEMA 4X rating.

Design-Builder shall provide elevator with new wiring in the hoistway, pit and machine rooms adequate for the proper operation of the equipment. Conductor shall be copper. The minimum size of conductors, exclusive of those which form an integral part of control devices and/or cabinets, shall be a minimum No. 14 for lighting or power circuits and No. 18 for operating,

control and signal circuits. All material used and method of installation shall conform to the NFPA National Electrical Code and/or local Building Department Code. All insulated wiring, control wiring and wiring in traveling cables shall be tag coded at their terminal in the machine room, shaft box, elevator cab junction box and push-button stations within the cab and shall agree with the submitted wiring diagrams.

Design-Builder may reuse existing wire raceway. Where additional wire raceway is required, Design-Builder shall install rust resistant conduit, electrical metallic tubing (EMT), or metal wireways and outlet boxes except for traveling cables. Flexible metal conduit may be used for the short connections not subject to moisture, oil or embedment in concrete. Connections to the controller shall be made in a manner that minimizes transmission of vibration. Hoistway raceway may be in rigid steel wiring duct. Threadless fittings shall not be used with rigid galvanized steel conduit. Electrical connections to machinery shall allow for one foot of lateral motion.

Design-Builder shall provide new traveling cables for the elevator and designed for elevator service in accordance with the NFPA National Electrical Code and/or local Building Department Code and shall be sufficiently flexible to readily adapt to all changes in the position of the elevator cab and hang straight without twist. The cables shall be capable of bending 360 degrees with an inside radius of one (1) foot without any permanent set and without cracking of the outer covering. The open loop shall show no tendency to twist upon itself. Cables shall have a flame-retarding, moisture-resistant outer cover. Each traveling cable shall contain 10 percent (10%) spare wires and, in any event, not less than two (2) spare wires. All spares shall be properly tagged or otherwise identified with clear and indelible markings. Install beam pads as necessary to prevent chafing of traveling cables.

The coaxial cable shall be terminated in the elevator pit, in a separately identified box. The other end of the coax cable shall be dead ended on one of the top corners of the elevator cab. In addition, a duplex GFCI outlet shall be located on the top corner of the elevator cab.

H. HVAC

Design-Builder shall inspect and refurbish/modify the existing mechanical ventilation in the machine room to maintain ambient temperature between 45- and 90-degrees Fahrenheit with relative humidity not to exceed 85% based upon scheduled heat generation, as well as temperatures and humidity levels recommended by the equipment manufacturer.

I. Painting

The following equipment shall be clearly identified, by number, using four-inch stenciled numerals corresponding to their respective elevator's:

1. Crosshead
2. Pit Equipment
3. Stop Switches
4. All machine room equipment (including, but not limited to, machines, controllers, drives, transformers, mainline and auxiliary disconnects, etc.)

Before shipment, all parts made of structural steel section and plates shall be thoroughly cleaned to remove all loose mill scale, rust and foreign matter. Except where encased in concrete, all these parts shall be given one coat of rustproof linseed oil paint, applied thoroughly and evenly, and

well worked into the joints and other spaces. Parts that will be inaccessible after assembly shall be given two shop coats.

Machine finished surfaces shall be protected against corrosion as soon as the machining is completed.

All new machinery and equipment shall be given a shop finish of the best quality paint normally used by the manufacturer of the machinery or equipment.

J. Spare Parts

Design-Builder shall provide a list of spare parts inventory (fuses, brushes, spare wires, and other typically consumed parts, etc.). Manufacturer shall furnish all inventory listed and submit to the Airport.

2.2. **ESCALATORS**

A. General

Design-Builder shall provide an internal drive escalator with motors located in the top landing truss space.

Source Limitations: Buy American provisions are stipulated in the Contract Documents and apply only to the escalator replacement work in the Base Bid. Design-Builder shall refer to Bid Documents Volume I and Volume II for complete AIP Contract requirements prior to bid.

Design-Builder shall refer to the notes presented on Figure 4 in Appendix A for additional equipment and construction requirements.

B. Truss

Design-Builder to provide mounting angles sized as required to install escalators into wellway structural support system.

Design-Builder to provide support points, details and calculations for Approval.

Design-Builder to provide oil-tight painted steel drip pan to the underside of the truss, along the entire length and width. Drip pan shall be rigid enough to support a worker.

C. Tracks

Design-Builder to provide tracks constructed of drawn steel and shall be installed and supported to ensure correct alignment and smooth operation of the running gear under all conditions in both directions.

Design-Builder shall ensure defective track sections are easily removable and replaceable.

D. Balustrades, Skirts and Decking

Design-Builder to provide tempered safety-glass panels. Glass panels shall be installed such that the joints are perpendicular to the floor level.

Design-Builder to provide panels sized so that not more than two persons shall be required to remove and without the aid of special handling equipment.

E. Step Chains

Design-Builder to provide endless, roller type step chains with one on each side of step. Provide an automatic tensioning device to maintain tension under load and to compensate for wear. Tensioning device to be located on the lower end of the escalator truss.

Design-Builder provide step chains constructed such to permit removal and replacement at a minimum of every six-axle section. Step chains shall be constructed with a minimum factor of safety of six (6).

Design-Builder to provide certificate indicating chain breaking load.

F. Steps

Design-Builder to provide steps, and their attachments, that shall permit removal without disturbing balustrades. Steps shall be driven by step linkages or step rollers.

G. Combplates

Design-Builder to provide complete combplate assemblies of wear resisting, non-corrosive metals with exposed anti-slip surfaces.

Design-Builder to provide combplate sections that are easily removable for replacement. Combplates shall be adjustable in both the horizontal and vertical directions.

H. Floorplates

Design-Builder to provide floorplates that cover the entire area of upper and lower landings. Floorplates shall be reinforced, as necessary, to withstand two-hundred and fifty (250) pounds per square foot with zero permanent deformation.

I. Handrails

Design-Builder to provide handrails driven by the main escalator drive through direct gearing and drive shaft or drive chains. Handrails and steps shall operate at the same speed in each direction of travel. Handrail system and guides shall be designed as to not be thrown

Design-Builder to provide a tensioning device to remove handrail slack located within the escalator.

Design-Builder to provide newels designed such that handrail shall return into newel end at a point inconspicuous and hard to reach for the riding public.

Design-Builder to provide handrails constructed of laminated, steel, wire mesh, or steel cable reinforced, flexible elastomer material vulcanized into an integral, seamless, smooth handrail resistant to environmental conditions.

J. Driving Machine and Motor

Design-Builder to provide a motor and drive mechanism mounted within the truss envelope and step bank at the upper end.

Design-Builder to provide gearbox with bearings rated with an ABMA L10 life of 200,000 hours housed in an oil tight, dust-proof case.

Design-Builder to provide a means to lubricate rotating parts.

Design-Builder to provide variable speed operation meeting applicable Code requirements. Provide means to detect failure of passenger detection and shall cause the escalator to operate at full speed.

K. Brake

Design-Builder to provide motor brake capable of stopping and holding a descending escalator with a load of 264lbs applied across a 40" step.

Design-Builder to provide brake lining monitor which shall disable and prevent the start of escalator.

Design-Builder to provide a manually applied step-band lock and electrical interlock.

L. Controllers

Design-Builder to provide manufacturer standard controller with diagnostic capabilities. The diagnostic system shall be an integral part of the controller and be user-friendly.

Switchgears used shall be housed in a NEMA 4X enclosure. The switchgear shall contain a lockable main switch thermal and magnetic motor protection. Relays shall be provided with visual indication when energized.

Provide all Code required safety devices including, but not limited to:

1. Broken drive chain/drive belt
2. Overspeed governor
3. Skirt obstruction
4. Reversal stop
5. Step up-thrust
6. Handrail speed
7. Missing step
8. Step level
9. Handrail entry
10. Combplate impact
11. Stop Switch

M. Lubrication Requirements

Design-Builder to provide self-oiling bearing with provisions for greasing by external connection. All points of lubrication shall be readily accessible.

N. Starting Stations

Design-Builder to provide start switch fixtures at the upper and lower landing as directed by Code. Switch shall be spring return and movement in either direction shall determine direction of travel. Escalator shall be brought to a complete stop before direction of travel is changed.

O. Emergency Stop Station

Design-Builder to provide a red stop button located in the newel. Operation of the stop switch shall disconnect the power supply from the driving machine. The stop button shall be provided with clear and permanently identified switch positions.

Escalators shall automatically shut down by an activation of a smoke detector, water flow switch and other safety devices indicated in the Code.

P. Skirt Brushes

Design-Builder to provide skirt brushes secured to each side of the escalator.

Q. Lighting

Design-Builder to provide demarcation light located below the steps at the entrance to escalator to clearly illuminate break between steps.

Design-Builder to provide lighting for handrails and skirts.

R. Deck Barrier Guards

Design Builder to provide solid laminated glass protective guards between balustrades and between balustrade and adjoining structure.

S. Caution Signs

Design-Builder to provide caution signs on the top and bottom ends of escalator as prescribed by Code.

PART 3. EXECUTION

3.1. EXAMINATION

Design-Builder shall examine installation of existing equipment, examine existing machinery, machine spaces and pit areas prior to installation and shall not proceed until work in place conforms to project requirements.

3.2. INSTALLATION

Design-Builder to install equipment for ease of maintenance and access. Remove foreign matter before applying one coat of machinery enamel on exposed equipment and metalwork. Touch up damaged factory-painted surface.

A. Escalators:

1. Phasing and coordination: To minimize impact on Airport operations, the following phasing schedule is proposed to maintain service in the up direction:
 - a. NHE3255 shall be the first escalator to be replaced. Once installed, inspected and accepted, NHE3255 is switched to operate in the up direction
 - b. NHE3256 is then replaced, inspected and accepted
 - c. Both escalators are restored to their original direction of operation

3.3. PERMIT REQUIREMENTS

Design-Builder shall obtain all applicable permits from appropriate authorities.

3.4. FIELD QUALITY CONTROL

Design-Builder to perform acceptance tests as required and recommended by ASME A17.1 and by governing regulations and agencies on completion of elevator and escalator installation and before permitting use.

Advise the Airport, and AHJs in advance of dates and times that tests are to be performed.

A. Elevator:

1. Final Inspection: When all work is completed and tested, notify the Airport in writing that the elevator is ready for final inspection and an acceptance test. A testing and inspection date shall then be arranged.

B. Escalators:

1. Acceptance Testing: On completion of escalator installation and before permitting equipment use, perform acceptance tests as required and recommended by ASME A17.1 and by governing regulations and agencies.
2. Operating Test: Load escalator to rated capacity and operate continuously for thirty minutes over full travel distance. Record temperature rise of escalator machine during thirty-minute test period. Record failure to perform as required.

3.5. ACCEPTANCE REVIEW AND TESTS

- A. Design-Builder shall perform review and evaluation of all aspects of its work prior to requesting Airport's final review. Work shall be considered ready for Airport's final contract compliance review when all Design-Builder's tests are complete and all elements of work or a designated

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portion thereof are in place and deemed ready for service as intended.

- B. Design-Builder to provide equipment and instruments to perform required tests.
- C. Design-Builder to furnish any and all test results to the Airport for record.

3.6. DEMONSTRATION

- A. Engage a factory-authorized service representative to train the Airport's maintenance personnel to operate equipment.
- B. Check operation of each piece of equipment with the Airport's personnel present and before date of Substantial Completion. Determine that operation systems and devices are functioning properly.

END OF SECTION 02000

MANCHESTER-BOSTON REGIONAL AIRPORT

SECTION 02001

ELEVATOR MAINTENANCE & SERVICE WORK

PART 1. GENERAL

1.1 TERMS

The services to be performed by the Contractor under this Contract shall consist of furnishing all material, labor, tools and equipment necessary to provide inspection and maintenance. Only trained employees of the Contractor will be used to ensure safe operating equipment, in accordance with all applicable Federal, State and Local laws, ordinances and regulations.

Contract shall maintain two (2) in-ground hydraulic elevators, two (2) dual jack holeless, two (2) roped hydraulic elevators, and (3) traction elevators. This maintenance shall be performed for a period of five (5) years from signing and acceptance of Contract. This Contract may be renewable for up to three (3) additional two-year periods subject to agreement between Manchester-Boston Regional Airport ("Airport") and the Contractor.

All work under the contract must be performed by skilled, competent, journeyman elevator mechanics employed and directly supervised by the Contractor. Elevator mechanic helpers and/or elevator mechanic apprentices may be used, provided they are under the direct supervision of a journeyman elevator mechanic at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman mechanic. All journeyman mechanics must have a minimum of three years' experience in maintaining elevator equipment. Sufficient personnel must be assigned to complete, in a timely manner, all emergency repairs, including the weekly, monthly, semi-annual and annual maintenance requirements of the contract. Within ten (10) days after the contract award, the Contractor must furnish to the Airport's representative a detailed schedule indicating how and when he plans to accomplish all required repairs and maintenance for the first year of the contract term.

1.2 SITE TOUR

In Addition to the Pre-Bid Meeting site tour, those Bidders who successfully become prequalified by the Airport through the submittal process defined in the Bid Documents, shall attend a Mandatory Detailed Observation of the Vertical Transportation Equipment (VTE) locations on the date and time specified in the Instructions to Bidders.

1.3 QUALIFICATIONS

The Bidder must complete and submit qualification information in accordance with the requirements of Section 00100 Instructions To Bidders; Subsection 1.20 Bidder's Qualifications.

1.4 RECORD KEEPING

The Bidder must submit with the qualification information, an example copy of the proposed checklists and log sheets that the bidder will use in the maintenance program. The Contractor shall

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provide copies of all maintenance checklists and service visit / service call reports to the Airport on a monthly basis as described in this specification and the Bid Documents. Electronic copies of these and all other pertinent documents shall be made available to the Airport in Portable Document Format (.PDF) via email delivery and by cloud-based data storage access for the full term of the Contract.

PART 2. SCOPE

2.1 GENERAL

The Contractor must furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, state certifications, adjustments, tests, parts replacement, and repairs necessary to keep the elevators covered under this contract in continuous use at the established capacity and efficiency for their intended purpose. All maintenance adjustments and repairs must be in compliance with the current editions (as of the date of this contract) of ASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators hereinafter referred to as ASME A17.1. The upgrading of equipment to meet changes in code requirements is not within the scope of this contract.

2.2 CONTRACTOR RESPONSIBILITIES

The Contractor must make required replacements and repairs and maintain the elevators at their initial performance ability (same speed, safety and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. Only the following items are excluded:

- A. Refinishing of car interior walls, car interior ceiling, car floor covering.
- B. Car and machine room lighting and light fixtures (except that car emergency lighting is included).
- C. Hoistway enclosure walls.
- D. Telephone or intercommunication systems except for traveling cable wiring for these systems is included.
- E. Main line power switches, breakers, and feeds to controllers.
- F. Emergency power plants and associated contactors

The Contractor shall immediately notify the Airport of any suspected vandalism.

2.3 REPORTING REQUIREMENTS

Contractor personnel shall check in with the Airport Communications Center, who will advise the Building Maintenance Superintendent, prior to beginning work. Notification shall also be made upon completion of work.

The Contractor shall provide, and keep current, a chart for each elevator showing all scheduled

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maintenance work performed and all emergency callback services provided. The chart must indicate the time (in work hours) required to perform the work and must list all repairs and replacements performed. The chart will be maintained in the appropriate machine room at the Airport. The Airport Building Maintenance Superintendent will verify entries.

Each month, the Contractor must consolidate information contained in the elevator charts into a report, to be submitted to the airport Building Maintenance Superintendent along with the Contractor's monthly invoice. This report must indicate, for each elevator, the date work was performed, the type of work performed (schedule maintenance or emergency callback), a brief description of all repairs and replacements performed, the workhours expended, and any materials used.

2.4 SAFETY INSPECTIONS AND TEST

All service and repair work must be performed in compliance with ASME A17.1, Safety Code for Elevators and Escalators, and ASME A17.2, Inspector's Manual for Elevators and Escalators, and must be subject to safety inspections by the Airport. Inspectors certified by the State of New Hampshire must perform periodic inspection of the elevators or escalators as required by ASME A17.1 (current edition).

All elevators are inspected every six months, annually and five years. The Contractor must provide personnel who are familiar with the equipment to perform tests and inspections. The Contractor must periodically examine and test all safety devices, governors, oil buffers, etc.. The Contractor must make formal safety tests and inspections as required and outlined in the latest edition of ASME A17.1. The tests shall be conducted in the presence of the designated Airport Building Maintenance personnel. The Contractor shall furnish test and condition reports after each test. After tests have been performed, all load weighing devices, etc. must be checked and adjusted as required to meet manufacturer's recommendations. Cars must not be placed in service until all tests, checks and adjustments are completed and elevators are in proper working condition. The Contractor will be held responsible for any damages to the building and equipment caused by Contractor operations. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

2.5 MAINTENANCE SERVICES

Except for emergency callback service, all work shall be performed during normal work hours (M-F). Shut down time must be coordinated with the Building Maintenance Superintendent. When an elevator is shut down, a sign must be placed at each opening stating "This elevator is being serviced". Appropriate barricades shall be in place during all repair and service operations. The Contractor must record the actual arrival and departure times each day they are in the building. The Airport will maintain a list of non-emergency maintenance items that come to its attention and provide this list to the Contractor for corrective action.

2.6 LUBRICANTS

The Contractor must furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer's specifications for the particular device. Rope lubricant shall conform to recommendations in ASME A17.2, Inspector's Manual for Elevators and Escalators.

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2.7 REPLACEMENT PARTS

The Contractor shall provide all replacement parts of every description. All replacement parts must be as specified by the original manufacturer. In any instance where replacement parts specified by the original equipment manufacturer are no longer available, an item of “equal” or better quality may be substituted provided the Airport Building Maintenance Superintendent is notified, and approves, and item is logged in reports.

All new parts shall have at least a one-year warranty. In the event that a new part needs replacement during the warranty period, the Contractor shall replace the part at no cost to the Airport.

2.8 EQUIPMENT, WIRING AND CIRCUIT CHANGES

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing and may not alter the original circuit or wiring design of the elevators unless authorized in writing by the Airport. The Contractor shall submit any such proposed change to the Airport for approval, in quadruplicate, and shall include complete, legible drawings and wiring diagrams, as well as a complete description of the proposed change, the Contractor must provide the Airport with as-built drawing of the modifications.

2.9 SCHEMATIC WIRING DIAGRAMS

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each elevator machine room for each elevator machine contained therein. To the extent that any of the required schematic wiring diagrams is not available at time of contract award, it will be the responsibility of the Contractor to provide replacement diagrams at no cost to the Airport. At the end of the contract term, any schematic diagrams provided by the Contractor will become the property of the Airport.

2.10 EMERGENCY CALLBACK SERVICE

The Contractor shall provide 24-hours-a-day, 7-days-a-week, emergency callback service, at no added cost to the Airport, under which a journeyman elevator mechanic will report to this site of the emergency or breakdown when requested in accordance with the following schedule:

- A. Within 1 hour after receipt of request for any stalled elevator with ENTRAPMENT (trapped passengers) considered as “Critical Response Time”.**
- B. For non-entrapment stalled elevators, including weekends and holidays the response time after receipt of request shall be as indicated in the table below:

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| Location | Elevator# | Normal Response Time | High-Priority Response Time |
|--------------------------|-------------------------------|--|---|
| Garage Elevators (3) | NHE4201 NHE4202 NHE4203 | Next Regular Business Day (IF one or two are stalled, and the third elevator is operating) | 3 Hrs. (IF all three are stalled) |
| Ped Bridge Elevators (2) | NHE4418 NHE4419 | Next Regular Business Day (IF one is stalled, and the other elevator is operating) | 3 Hrs. (IF both are stalled) |
| U/L Lobby Elevator | NHE5308 | Next Regular Business Day (IF Comm. Center Elevator #NHE3287 is operating) | 3 Hrs. (IF Comm. Center Elevator #NHE3287 is stalled) |
| Comm. Center Elevator | NHE3287 | 3 Hrs. | 3 Hrs. |
| Gate 5 Elevator | NHE4074 | 3 Hrs. | 3 Hrs. |

2.11 VANDALISM

Vandalism shall be defined as malicious and willful cause of damage to equipment which will not be covered by the maintenance contract scope. The Contractor shall immediately notify the Airport of any suspected vandalism. Accidental damage shall be covered by the maintenance contract, such as a piece of luggage striking the equipment, items snagging (such as luggage or clothing / footwear & laces) on the equipment, etc., which also may cause an incidental shut-down of operation requiring a covered service call to restart the equipment.

PART 3. PREVENTIVE MAINTENANCE SCHEDULE

3.1 HYDRAULIC ELEVATORS

A. Minimum Preventative Maintenance Requirements

The preventative maintenance specified in this clause is considered the minimum required for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventative maintenance without added costs to the Airport.

1) Monthly

i) Machine Room

- (1) Empty drip pans, discard oil and check reservoir oil level.
- (2) Clean and inspect controller, selectors, relays, connectors, contacts, etc. Make needed adjustments
- (3) Test mechanisms. Observe operation of motor and pump, oil lines, tank, controls, plunger, packing, etc.
- (4) Visually inspect controller, contacts and relays. Check adjustments and replace contacts in required.
- (5) Perform general inspection of machinery, pumps, piping, drive, valves, selectors and floor controllers when used. Lubricate as required.

ii) Hoistway

- (1) If rails are lubricated, check condition and lubrication and service lubricators.
- (2) Inspect hoistway and pit. Clean and lubricate equipment as required. Service aide rail lubricators.
- (3) Clean trash from pit and empty drip pans; discard oil. Examine plunger seals and correct excess leakage.
- (4) Check packing glands of valves and cylinder; tighten to prevent loss of fluid, if necessary.
- (5) Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, releveing, and other devices. If creeping is excessive, determine cause and correct it.

iii) Hoistway – Car

- (1) Conduct and record a 30 second test of the car emergency lighting system.

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- (2) Check door operation. Clean, adjust and lubricate brakes, checks, linkages, gears, wiring, motor, check keys, setscrews, contacts, chains and cams..
- (3) Inspect interior of cab. Test emergency telephone or communication system, fan, emergency alarm, miscellaneous hardware, control panel, etc.
- (4) Test manual and emergency controls.
- (5) If elevator is equipped with firefighting service, initiate Phase I recall and operate elevator on Phase II for at least two floors. Log this test on check chart.
- (6) Check operation of car top inspection station.
- (7) Inspect and clean gate switch

iv) Landings

- (1) Replace all burned out signal lamps.
- (2) Inspect hallway / car buttons and floor indicating lights; replace as needed. Remove litter, dust, oil, etc., from all machine room equipment.

2) Quarterly

i) Hoistway

- (1) Check leveling operation, clean and adjust leveling switches. Hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling.
- (2) Check hoistway doors. Clean, lubricate, and adjust tracks, hangers, upthrust, eccentrics, linkage gibs and interlocks.

ii) Hoistway – Car

- (1) Clean, adjust and lubricate car door tracks, pivots, hangers, car and stile channels.

3) Semiannually

i) Machine Room

- (1) Check controllers; clean with vacuum.
- (2) Check alignment of switches, relays, timers, contracts, hinge pins, etc.; adjust and lubricate.
- (3) Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads.
- (4) Clean and inspect fuses, fuse holders and all controller connections.
- (5) Check voltage to controller.

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ii) Hoistway

- (1) In hoistway, examine guide rails, cams and fastenings. Inspect and test limit of terminal switches. Check and adjust car shoes or roller guides. Adjust or replace as needed.
- (2) Clean all overhead beams, bottom of platform, car tops and hoistway walls.

iii) Hoistway – Car

- (1) Clean car light fixtures.

4) **Annually**

i) Machine Room

- (1) Take sample of hydraulic fluid and have it tested by a certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturer. Drain and replace fluid, at Contractor's expense, if it fails to meet manufacturer's specified properties.

ii) Hoistway

- (1) Thoroughly clean guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant.
- (2) Thoroughly clean the mechanisms, pit, top and bottom of car, etc.
- (3) Inspect condition of flexible hoses and replace as needed. Pressure hoses must be tested, inspected and replaced as required by ASME A17.1.

iii) Hoistway – Car

- (1) Conduct and record full operational test of an in-car emergency light. The light must provide illumination for four hours (at 0.2 fc, 4 ft. above floor and 1 ft. in front of the operating device). Repair or replace as necessary.

iv) Safety

- (1) Contractor shall perform annual State safety and certification test and obtain all required certificates at the Contractor's expense.

3.2 HYDRAULIC TRACTION

A. Minimum Preventative Maintenance Requirements

The preventative maintenance specified in this clause is considered the minimum required for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventative maintenance without added costs to the Airport.

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In addition to those items specified in Section 3.1 for Hydraulic Elevators, include the following for the roped hydraulic elevators.

1) **Quarterly**

i) **Machine Room**

- (1) Check all hoist rope sheaves for wear
- (2) Lubricate hoist ropes for wear, rouge and diameter.
- (3) Check governor rope for wear, rouge and diameter.

ii) **Hoistway**

- (1) Check for equal hoist rope tension. Make certain shackles, nuts and cotter pins are in place.
- (2) Check governor rope cable clamps.
- (3) Check car run by (strike plate and car to buffer)
- (4) Make certain releasing carrier fastening is secure.
- (5) Check rope fastenings and hitches.

3.3 TRACTION

A. Minimum Preventative Maintenance Requirements.

The preventative maintenance specified in this clause is considered the minimum required for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventative maintenance without added costs to the Airport.

1) **Monthly**

i) **Controller**

- (1) Check loop, direction and brake contactor operation and mountings.
- (2) Check relay contacts for excessive burning and proper contact wipe.
- (3) Check cabinet cooling fans for operation.
- (4) Check peak and system clocks for correct time.

ii) **Machine and Generator**

- (1) Check motor cooling fan / blower for operating air flow.

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- (2) Check tachometer / encoder, wheel running surface.
- (3) Check oil / slinger ring
- (4) Observe brushes, while car is in operating, for arcing and bounce.
- (5) Check bearings for noise or heating.

iii) Car and Hoistway

- (1) Check condition of car.

iv) Machine

- (1) Check commutator for carbon, high mica and discoloration
- (2) Check armature clearance and connections
- (3) Check hoist motor brushes, rigging, insulators, fastenings and spring tension on brush holders.
- (4) Check oil reservoir for proper lubrication level.

v) Governor

- (1) Check oil cups for proper lubrication level.
- (2) Check, clean and lubricate bearings, fastenings, gears, bushings, pins and links.
- (3) Check governor tension weight sheave and lubricate.
- (4) Check and clean electrical contacts and test circuit integrity.

vi) Hoistway – Car

- (1) Check inspection station operation.
- (2) Make certain emergency exit doors are secure.

vii) Hoistway – Car

- (1) Check pit switch and light for proper operation.
- (2) Clean pit.
- (3) Check operation of all signal lights, lanterns and gongs.
- (4) Check hall button operation.
- (5) Lubricate Sheaves.

2) Quarterly

i) Mechanical Selector Drive

- (1) Clean and apply a light film of oil on tape, cable or chains.
- (2) Check oil pan reservoir.

ii) Machine

- (1) Check all machine mountings and isolation, fastenings, drive heave, ring gear bolts, gear backlash, leaks and oil level.

iii) Brake

- (1) Check operation, electrical contact, pins, fastenings and adjustments.
- (2) Check brake friction surfaces for oil contamination and discoloration, foreign material, wear and clearance.

iv) Door Operator

- (1) Check, clean and lubricate operator.
- (2) Check cams and microswitches.
- (3) Check tightness of cam set screws, lever and fastenings.
- (4) Check door torque (setting not to exceed 30lbs).
- (5) Check nudging operation.
- (6) Check door opening and closing speed. (All group doors must be equal)
- (7) Check belt tension and shaft bearings for wear.
- (8) Check door clutch and restrictive clutch operation, wear clearance and alignment. Lubricate pivot points.
- (9) Make certain safety edge mountings are secure. Lubricate pivot points. Check condition of nylon retracting clip.
- (10) Check and clean tracks, sheaves, sprockets and chains. Check relating cable.
- (11) Disassemble and clean door contact.
- (12) Check gate switch for wear. Check for contact wipe.
- (13) Check for proper running clearance between door panels, door jambs and header. Check condition of gibs and sills.
- (14) Clean and check alignment of electric eye and reflector / receiver.

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(15) Check eccentric rollers for 0.005" clearance.

v) Hoistway – Car

- (1) Clean car top.
- (2) Check leveling switches
- (3) Lubricate and clean car fan or blower
- (4) Check oil reservoir levels in rail lubricators
- (5) Check car emergency light for proper operation. Check adjustment of car and counterweight shoes and/or roller guides. Lubricate guide shoe stems.
- (6) Check retiring cam for proper operation and lubricate pivot points.

3) Semi-Annual

i) Controller

- (1) Clean dust from controller and filters
- (2) Check all resistance tubes, grids and connections.

ii) Mechanical Select Drive

- (1) Check and clean switches, floor bar contacts, brushes and holders.
- (2) Check springs, shuts and fastenings.
- (3) Check condition and tightness of travel cable wire.
- (4) Check and lubricate selector sheaves, gearing and advancing mechanism.
- (5) Check condition of selector cable or tape and hitches.
- (6) Check operation of slack cable switch.

iii) Machine

- (1) Check tachometer brush length and clean out carbon dust. Return brush to original position and holder.

iv) Hoistway – Car

- (1) Check encoder drive wheel, coupling and rail running surface.
- (2) Check car safeties for proper clearance and clean and lubricate pivots.
- (3) Check travel cable damage and clean and lubricate pivots.

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- (4) Check limit switches by hand for proper operation.
- (5) Clean limit switch contacts, roller and check for wear.
- (6) Check limit switch cam alignment.
- (7) Check oil level in buffers.
- (8) Check alignment of buffer to strike plate, and make sure fastenings are secure.
- (9) Check main and counterweight rail blockups, jack bolts or shims.
- (10) Check overhead rail clearances.
- (11) Check DBG in hoistway.

v) Ropes

- (1) Check all hoist rope sheaves for wear.
- (2) Check rope height at hoist machine using a straight edge across drive sheave.
- (3) Check for equal hoist rope tension. Make certain shackles, nuts and cotter pins are in place.
- (4) Check hoist ropes for wear, rouge and diameter.
- (5) Check governor rope for wear, rouge and diameter.
- (6) Check governor rope cable clamps.
- (7) Check car and counterweight runby.
- (8) Make certain releasing carrier fastening is secure.
- (9) Lubricate hoist ropes as necessary.

4) Annual

i) Controller

- (1) Check wire connections for tightness and relay shunts for wear.
- (2) Check Normal Terminal Stop and Emergency Terminal Stop operation
- (3) Check power supply and calibration voltages.
- (4) Check 'static control' for power removal on hoist motor by two independent devices.
- (5) Lubricate contactor armature shafts.
- (6) Check settings and operation of overloads.

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- (7) Remove and clean fuses and fuse holders.
- (8) Check, clean and lubricate dampening motor, speed regulator. Check brushes and commutator.

ii) Machine

- (1) Drain, clean and refill motor sleeve bearings.
- (2) Drain, clean gearcase and refill with gear oil.
- (3) Remove relief plug and grease hoist motor.
- (4) Lubricate machine sheave shaft bearings.
- (5) Check tach/encoder for loose or worn coupling and alignment.

iii) Brake

- (1) Clean brake plunger and lubricate as necessary.
- (2) Check brake voltage and brake timer.

iv) Hoistway – Car

- (1) Check operating and adjustment of interlock, hook and pickup roller assemblies.
- (2) Check condition and align of roller and lift rod.
- (3) Check hook to box clearance.
- (4) Clean tracks, sheaves, sprockets and chains.
- (5) Check tracks, sheaves and sprockets for wear and chains for stretch. Check condition of relating cable.
- (6) Check door closure.
- (7) Check condition of door gibs, sills and struts.
- (8) Check all car mounted cams and switches.
- (9) Check each cab stabilizer.

v) Hoistway – Car

- (1) Check terminal slowdown cam fastenings.
- (2) Clean hoistway, rails, counterweights and car sides.
- (3) Check cable for damage, twisting or chafing. Make certain fastenings are secure.

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- (4) Check hoistway duct for distortion, shrinkage or bowing.
- (5) Check guide rail clips, brackets and fastenings for tightness. Lubricate slide type rail clips.
- (6) Check stiles for cracks, bends, rust and loose bolts.
- (7) Check slant rods and nuts for tightness.

vi) Safety Test

- (1) Contractor shall perform annual State safety and certification test and obtain all required certificates at the Contractor's expense.

END OF SECTION 02001

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MANCHESTER-BOSTON REGIONAL AIRPORT

SECTION 02002

ESCALATOR / MOVING WALK MAINTENANCE & SERVICE WORK

PART 1. GENERAL

1.1 TERMS

The services to be performed by the Contractor under this Contract shall consist of furnishing all material, labor, tools and equipment necessary to provide inspection and maintenance. Only trained employees of the Contractor will be used to ensure safe operating equipment, in accordance with all applicable Federal, State and Local laws, ordinances and regulations.

Contract shall maintain two (2) in-ground hydraulic elevators, two (2) dual jack holeless, two (2) roped hydraulic elevators, and (3) traction elevators. This maintenance shall be performed for a period of five (5) years from signing and acceptance of Contract. This Contract may be renewable for up to three (3) additional two-year periods subject to agreement between Manchester-Boston Regional Airport ("Airport") and the Contractor. All work under the contract must be performed by skilled, competent, journeyman escalator / moving walk mechanics employed and directly supervised by the Contractor. Escalator / moving walk mechanic helpers and/or escalator / moving walk mechanic apprentices may be used, provided they are under the direct supervision of a journeyman escalator / moving walk mechanic at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman mechanic. All journeyman mechanics must have a minimum of three years' experience in maintaining escalator / moving walk equipment. Sufficient personnel must be assigned to complete, in a timely manner, all emergency repairs, including the weekly, monthly, semi-annual and annual maintenance requirements of the contract. Within ten (10) days after the contract award, the Contractor must furnish to the Airport's representative a detailed schedule indicating how and when he plans to accomplish all required repairs and maintenance for the first year of the contract term.

1.2 SITE TOUR

In Addition to the Pre-Bid Meeting site tour, those Bidders who successfully become prequalified by the Airport through the submittal process defined in the Bid Documents, shall attend a Mandatory Detailed Observation of the Vertical Transportation Equipment (VTE) locations on the date and time specified in the Instructions to Bidders.

1.3 QUALIFICATIONS

The Bidder must submit qualification information in accordance with the requirements of Section 00100 Instructions To Bidders; Subsection 1.20 Bidder's Qualifications.

1.4 RECORD KEEPING

The Bidder must submit with the qualification information, an example copy of the proposed checklists and log sheets that the bidder will use in the maintenance program. The Contractor shall

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provide copies of all maintenance checklists and service visit / service call reports to the Airport on a monthly basis as described in this specification and the Bid Documents. Electronic copies of these and all other pertinent documents shall be made available to the Airport in Portable Document Format (.PDF) via email delivery and by cloud-based data storage access for the full term of the Contract.

PART 2. SCOPE

2.1 GENERAL

The Contractor must furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, state certifications, adjustments, tests, parts replacement, and repairs necessary to keep the escalators and moving walkways covered under this contract in continuous use at the established capacity and efficiency for their intended purpose. All maintenance adjustments and repairs must be in compliance with the current editions (as of the date of this contract) of ASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Manual for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators hereinafter referred to as ASME A17.1. The upgrading of equipment to meet changes in code requirements is not within the scope of this contract.

2.2 CONTRACTOR RESPONSIBILITIES

The Contractor must make required replacements and repairs and maintain the escalators / moving walks at their initial performance ability (same speed, safety and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications.

The Contractor shall immediately notify the Airport of any suspected vandalism.

2.3 REPORTING REQUIREMENTS

Contractor personnel shall check in with the Airport Communications Center, who will advise the Building Maintenance Superintendent, prior to beginning work. Notification shall also be made upon completion of work.

The Contractor shall provide, and keep current, a chart for each escalator and moving walk showing all scheduled maintenance work performed and all emergency callback services provided. The chart must indicate the time (in work hours) required to perform the work and must list all repairs and replacements performed. The chart will be maintained in the appropriate machine room at the Airport. The Airport Building Maintenance Superintendent will verify entries.

Each month, the Contractor must consolidate information contained in the escalator and moving walk charts into a report, to be submitted to the airport Building Maintenance Superintendent along with the Contractor's monthly invoice. This report must indicate, for each escalator and moving walk, the date work was performed, the type of work performed (schedule maintenance or emergency callback), a brief description of all repairs and replacements performed, the workhours expended, and any materials used.

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2.4 SAFETY INSPECTIONS AND TEST

All service and repair work must be performed in compliance with ASME A17.1, Safety Code for Elevators and Escalators, and ASME A17.2, Inspector's Manual for Elevators and Escalators, and must be subject to safety inspections by The Airport. Inspectors certified by the State of New Hampshire must perform periodic inspection of the elevators or escalators as required by ASME A17.1 (current edition).

All escalators and moving walks are inspected every six months, annually and five years. The Contractor must provide personnel who are familiar with the equipment to perform tests and inspections. The Contractor must periodically examine and test all safety devices. The Contractor must make formal safety tests and inspections as required and outlined in the latest edition of ASME A17.1. The tests shall be conducted in the presence of the designated Airport Building Maintenance personnel. The Contractor shall furnish test and condition reports after each test. After tests have been performed, all load weighing devices, etc. must be checked and adjusted as required to meet manufacturer's recommendations. Escalators / moving walks must not be placed in service until all tests, checks and adjustments are completed and escalators and moving walk are in proper working condition. The Contractor will be held responsible for any damages to the building and equipment caused by Contractor operations. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

2.5 MAINTENANCE SERVICES

Except for emergency callback service, all work shall be performed during normal work hours (M-F). Shut down time must be coordinated with the Building Maintenance Superintendent. When an escalator / moving walk is shut down, a sign must be placed at each opening stating "This (escalator / moving walk) is being serviced". Appropriate barricades shall be in place during all repair and service operations. The Contractor must record its actual arrival and departure times each day they are in the building. The Airport will maintain a list of non-emergency maintenance items that come to its attention and provide this list to the Contractor for corrective action.

2.6 LUBRICANTS

The Contractor must furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer's specifications for the particular device. Lubricant shall conform to recommendations in ASME A17.2, Inspector's Manual for Elevators and Escalators.

2.7 REPLACEMENT PARTS

The Contractor shall provide all replacement parts of every description. All replacement parts must be as specified by the original manufacturer. In any instance where replacement parts specified by the original equipment manufacturer are no longer available, an item of "equal" or better quality may be substituted provided the Airport Building Maintenance Superintendent is notified, and approves, and item is logged in reports.

All new parts shall have at least a one-year warranty. In the event that a new part needs replacement during the warranty period, the Contractor shall replace the part at no cost to the Airport.

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2.8 EQUIPMENT, WIRING AND CIRCUIT CHANGES

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing and may not alter the original circuit or wiring design of the escalators and moving walks unless authorized in writing by the Airport. The Contractor shall submit any such proposed change to the Airport for approval, in quadruplicate, and shall include complete, legible drawings and wiring diagrams, as well as a complete description of the proposed change, the Contractor must provide the Airport with as-built drawing of the modifications.

2.9 SCHEMATIC WIRING DIAGRAMS

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams for each escalator / moving walk machine contained therein, with the Airport Maintenance Department. To the extent that any of the required schematic wiring diagrams is not available at time of contract award, it will be the responsibility of the Contractor to provide replacement diagrams at no cost to the Airport. At the end of the contract term, any schematic diagrams provided by the Contractor will become the property of the Airport.

2.10 EMERGENCY CALLBACK SERVICE

The Contractor shall provide 24-hours-a-day, 7-days-a-week, emergency callback service, at no added cost to the Airport, under which a journeyman escalator and moving walk mechanic will report to this site of the emergency or breakdown when requested in accordance with the following schedule:

A. ALL ESCALATORS and MOVING WALKWAYS – Normal Response Time shall be the Next Regular Business Day.

2.11 VANDALISM

Vandalism shall be defined as malicious and willful cause of damage to equipment which will not be covered by the maintenance contract scope. The Contractor shall immediately notify the Airport of any suspected vandalism. Accidental damage shall be covered by the maintenance contract, such as a piece of luggage striking the equipment, items snagging (such as luggage or clothing / footwear & laces) on the equipment, etc., which also may cause an incidental shut-down of operation requiring a covered service call to restart the equipment.

PART 3. PREVENTIVE MAINTENANCE SCHEDULE

3.1 ESCALATORS AND MOVING WALKS

A. Minimum Preventative Maintenance Requirements

The preventative maintenance specified in this clause is considered the minimum required for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventative maintenance without added costs to the Airport.

1) Monthly

i) General

(1) Check for any unusual noise along the full travel.

(a) Operational noise that can be observed within five (5) feet above the equipment at any location and can be measured to be at a sound level equal or greater than seventy (70) decibels shall be considered unusual, and/or patterned (rhythmic) noise which may consist of any characteristic type (including but not limited to banging, clunking, rumbling, squeaking, squealing, or scraping) shall be considered unusual. The unusual noise shall be investigated, and source determined and corrected under the covered maintenance services provided in the contract upon the request of the Airport.

(2) Observe general appearance of equipment's exposed surfaces, including decking, newel ends inner panels, skirts and handrail inlet panels.

ii) Handrails

(1) Check chains and ensure proper lubrication

(2) Check handrail chain drive

(3) Check all handrails to make sure they are not running hot

(4) Check handrails for slipping under normal pressure.

(5) Check handrail sheaves for V-groove wear or warp and dirt buildup. Make corrections as needed.

iii) Tracking, steps and skirts

(1) Check comb safety impact safety switches

(2) Clean and inspect step read and step riser plates.

iv) Gear Box

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- (1) Machines shall be free from excess lubricant and dirt. Minor oil leakage is normal. However, leakage should not be allowed to accumulate.
- (2) Check bearings for proper lubrication
- (3) Check oil levels to make sure it's at the proper level.

v) Controllers

- (1) Check controller and other connected cords for loose or damaged clamps and wiring.
- (2) Check fuses for correct rating
- (3) Check key start switches
- (4) Check emergency stop button
- (5) Check alarm switch
- (6) Check overspeed switch
- (7) Check broken step switch
- (8) Check skirt switches
- (9) Check non-reversing shutter switch
- (10) Check step up-thrust safety switch
- (11) Check disconnect motor device
- (12) Check access cover switch
- (13) Check handrail speed sensors
- (14) Check missing step devices.
- (15) Check out of level step devices.
- (16) Check inspection switches.

2) Quarterly

i) Handrails

- (1) Check for damage, including surface cracks, linear splitting, core tears / separations, delaminating and gouging.
- (2) Check for tension under normal operation.
- (3) Check handrail stand and balustrades upper deck.

(4) Clean and inspect roller and guides

(5) Check handrail speed sensor.

ii) Tracking, Steps and Skirt

(1) Check for broken or excessively worn steps, treads or risers.

(2) Clean step demarcation and comb plate light covers.

(3) Check for broken comb plates. All broken comb plates shall be replaced. Check all screws are tight and comb segment mesh is properly into step.

iii) Reversing Stations

(1) Check oil level bucket for proper level.

(2) Check the ring and pinion gear for constant, but controlled lubrication.

(3) Check reversing station assemblies for proper lubrication and ensure it moves freely. Make sure all springs are adjusted and maintained.

3) Semi-Annually

i) Handrails

(1) Check to make sure handrails travel approximately at the same speed as the steps. Adjust as needed.

(2) Check to make sure all handrail drive chains are clean, and adequately lubricated and properly adjusted.

(3) Check all handrail clusters are cleaned and moving freely.

(4) Check newel rollers. All bearings should be cleaned and turn freely.

(5) Adjust slack take-up device. Adjustments shall be maintained to prevent handrail damage.

(6) Check for excessively worn or damage. All cracks or cuts shall be repaired or replace the handrails.

ii) Tracking, Steps and Skirt

(1) Check step tracking through curves and on straight. Look for any contact between step riser and adjacent step tread.

(2) Check trim, inner panels, treads and riser.

iii) Motors

(1) Motors shall be clean and free of lint. Air vent shall be clean and open.

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- (2) Motors shall be lubricated according to maintenance guidelines.

iv) Brakes

- (1) Fits to shafts should be secured and no fretting at the surface.
- (2) Flexible coupling should be tight. All pins and bushings securely in place.
- (3) Pulley surface should be smooth, no scoring.
- (4) Brake switches, if furnished, should be adjusted to properly open and close.

v) Gear Box

- (1) Gear reduction units shall be checked for correct oil level and that gears carry oil as required.
- (2) External gears should be examined for proper lubrication.
- (3) Check internal screens
- (4) Check for excessive lint and dirt on top. (Gear box breather must be kept clean)
- (5) Check seals for leaks.

vi) Reversing Stations

- (1) Check bull gear bearing and grease per maintenance guidelines.

4) Annually

i) Tracking, Steps and Skirt

- (1) Check step to step clearance throughout entire section of exposed step band.
- (2) Check alignment of steps/ pallets through combs and step guides.
- (3) Check for broken comb teeth and missing screws in comb segments.
- (4) Schedule to remove all steps for high pressure cleaning and replace all worn bearings.

ii) Motors

- (1) Permanent magnet breaks should be torque tested each time after motor is lubricated.

iii) Brakes

- (1) Brake design to be kept clean. Linkages on AC-shoe or DC-shoe type brakes should be lubricated. Ensure lubricant does not reach any of the friction or shoe surfaces.
- (2) Brake torque should be verified and adjusted to meet maintenance guidelines for both the service and emergency brakes.

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- (3) Brake shoes in position shall be clear of drum. Worn brake linings shall be replaced. Rivets shall not touch from surfaces.
- (4) Stopping distance is consistent with distance indicated on code data plate.
- (5) Brake torque should meet value shown on brake nameplate.

iv) Gear Box

- (1) Check rubber grommets on coupling to make sure there are no cracks or have hardened.

v) Controllers

- (1) Check controllers for cleanliness and inspect all connections for tightness.
- (2) Walk with annual state inspector for annual inspection.

vi) Safety test

- (1) Contractor shall perform annual State safety and certification test and obtain all required certificates at the Contractor's expense.

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MANCHESTER-BOSTON REGIONAL AIRPORT

SECTION 142400

HYDRAULIC FREIGHT ELEVATOR REPLACEMENT SPECIFICATIONS

PART 1. GENERAL

1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Refer to the Vertical Transportation Equipment (VTE) Location Diagram in Appendix A of the Technical Specifications for floor plan and location information.

1.2. SUMMARY

- A. Section includes one (1) hydraulic freight elevator.
- B. Related work by the Design-Builder (included in base bid): The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.
 - 1. Provide new waterproof LED light fixtures in the pit (as required by code) located at 36" above the elevator pit floor level. Illumination shall be no less than 10 foot-candles at pit floor level.
 - 2. Provide new LED light fixtures in the machine room (as required by code). Illumination shall be no less than 20 foot-candles anywhere in the machine room
 - 3. Provide new mainline and auxiliary disconnect switches in the machine room with shunt trip. Disconnect switches shall comply with the NFPA 70 and shall be fused, externally operable, and capable of being locked in the open position.
 - 4. Provide new 110V duplex GFCI receptacle in the elevator pit and machine room. New pit GFCIs are to be located adjacent to pit light. Provide a 110V non-GFCI receptacle located by the sump pit for the sump pump.
 - 5. Provide new sump pump and sump pit cover as required by code. Provide new sump pit, as per code requirements. Do not connect directly to sewer.
 - 6. Finish flooring to be installed in the elevator cab.
 - 7. Provide ALL other work, materials, and equipment not normally in the scope of the elevator contract, normally supplied by other trades, which may not be specifically noted.

1.3. DEFINITIONS

- A. Definitions in ASME A17.1 – 2013 apply to work of this Section.

1.4. ACTION SUBMITTALS

- A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information. Include product data for car enclosure; hoistway entrances; and operation, control, and signal systems.

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B. Shop Drawings:

1. Include plans, elevations, sections, and large-scale details indicating service at each landing; machine room layout; coordination with building structure; relationships with other construction; and locations of equipment.
2. Include large-scale layout of all fixtures.
3. Indicate maximum dynamic and static loads imposed on building structure at points of support as well as maximum and average power demands.
4. Product Data: Provide manufacturer's detailed technical product data and installation instructions for all equipment/materials. For the elevator unit, indicate capacities, sizes, performances, operations, safety features, finishes, and similar information. Clearly indicate any variations from specified requirements.

C. Samples for Initial Selection: For finishes involving color selection.

D. Samples for Verification: For hoistway door and signal equipment finishes, 3-inch-square samples of sheet materials and 4-inch-lengths of running trim members.

1.5. INFORMATIONAL SUBMITTALS

A. Qualification Data: For Design-BUILDER (See Instructions To Bidders).

B. Manufacturer Certificates: Signed by elevator manufacturer, certifying that hoistway, pit, and machine room layout and dimensions, as shown on Drawings, and electrical service, as shown and specified, are adequate for elevator system being provided.

C. Sample Warranty: For special warranty.

D. As-Built Drawings for the elevator installation, including:

1. Detailed drawings, control diagrams, and schematic electrical wiring diagrams of controller, including safety devices, remote indicating devices, control panel, fault indicating device, and annunciator panel.
2. Electrical layouts, showing placement of lighting fixtures, switches, receptacles and disconnect switches in machine rooms and pits.
3. Four (4) sets of 11" x 17" laminated copy of schematic wiring diagrams for controller and associated devices.
4. As-built construction drawings for all related work.

1.6. CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For elevator to include in emergency, operation, and maintenance manuals.

1. Submit Manufacturer standard operation and maintenance manual, in accordance with ASME A17.1 – 2013 including diagnostic and repair information available to maintenance personnel.

B. Inspection and Acceptance Certificates and Operating Permits: As required by Authorities Having Jurisdiction (AHJ) for normal, unrestricted elevator use.

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C. Keys

1. Upon acceptance of the Work on each unit of vertical transportation equipment, provide four (4) keys for each new key-operated device.
2. Provide a special key (“drop key”) as specified herein below.

1.7. QUALITY ASSURANCE

A. Qualifications

1. The work of this Section shall be performed by a firm that is regularly engaged in the business of manufacturing, installing and servicing conveying systems of the type and character required by these specifications.
2. Prior written acceptance is required for manufacturers other than the ones listed, before quoting this project. Requests for acceptance will not be considered unless they are submitted before bid date and are accompanied by the following information:
 - a. List of five (5) similar installations having exact equipment being proposed for this project arranged to show name of project, system description, and date of completed installation.
 - b. Complete literature, performance, and technical data describing the proposed equipment.
 - c. List of ten service accounts by building name, building manager or owner, including phone numbers.
 - d. Location of closest service office from which conveying system will be maintained.
 - e. Location of closest parts inventory for this installation.

B. The approved equipment manufacturers are:

1. Controller – Motion Control Engineering (MCE), Elevator Controls (EC) Inc., Smartrise Inc., or approved equal.
2. Hydraulic equipment:
 - a. Mongrain Vertical Transport (MVT)
 - b. Canton Elevator, Inc. (CE)
 - c. Minnesota Elevator Inc. (MEI)
 - d. Elevator Equipment Company (EECO)
 - e. Approved Equal
3. Tracks, hangers, interlocks and door operators – GAL Manufacturing Co. (GAL)
4. Fixtures – Elevator Products Company (EPCO), GAL Manufacturing Co., or Innovation Inc..

1.8. DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials, components and equipment in manufacturer's protective packaging. Store materials, components, and equipment off the ground, under cover, and in a dry location.**

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1.9. COORDINATION

- A. Coordinate installation of sleeves, block outs, and items that are embedded in concrete or masonry for elevator equipment. Furnish templates and installation instructions and deliver to Project site in time for installation.
- B. Coordinate locations and dimensions of other work specified in other Sections that relate to hydraulic freight elevator, including sump and floor drains in pits; entrance subsills; electrical service; and electrical outlets, lights, and switches in hoistways, pits, and machine rooms.
- C. Comply with the requirements of the Contract Documents.

1.10. WARRANTY

- A. The OEM shall warrant in writing that all equipment manufactured and installed under this specification, for a period of 12 months from the date of Final Payment by the Owner, be free of defects in design, materials and workmanship, under normal use and service.
- B. The warranty shall include materials and labor necessary to correct failures. Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
- C. Warranty Maintenance Requirements:
 - 1. Design-Builder shall provide 12-month preventative maintenance & service to coincide with the warranty period.
 - 2. Interim maintenance shall start at the final equipment acceptance and at the time of issuance of Certification for Operation.
 - 3. Interim maintenance shall include the following tasks:
 - a. Inspection of completed installation and periodic testing to maintain elevator in completely operable condition. Refer to Technical Specification Section 02001 for maintenance & service work performance requirements that shall be included.

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PART 2. OPERATION/PRODUCTS

2.1. BASE PROJECT OUTLINE SCOPE OF WORK

- A. Elevator is to be designed and built in accordance with:
1. Elevator Safety Code (ASME A17.1)
 2. New Hampshire Building Code (IBC 2015)
 3. RSA 157-B – Elevator and Accessibility Lift Law
 4. New Hampshire Administrative Rule Chapter Lab 1300 Elevators
- A. Replacement / modernization / upgrade of one (1) standard in-ground hydraulic elevator as further specified.
1. One (1) hydraulic freight elevator: NHE3285
- B. Unless specifically identified as “retain existing,” provide new equipment.
- C. Source Limitations: Buy American provisions are stipulated in the Contract Documents for the escalators work however, the Buy American requirements DO NOT APPLY to the Hydraulic Freight Elevator (NHE3285) work.

2.2. GENERAL DESCRIPTION

| Items | Specifications | Disposition |
|----------------------------------|---|-----------------|
| Elevator Number: | NHE3285 | Retain Existing |
| Elevator Use: | Freight Class C-2 | Retain Existing |
| Contract Load: | 6,000 lbs. | Retain Existing |
| Contract Speed: | 88 fpm | Retain Existing |
| Travel Distance: | 12’-0” (V.I.F.) | Field Verify |
| Landings: | *1, 2 | Retain Existing |
| Number of Stops: | Two (2) | Retain Existing |
| Number of Openings: | Four (4) | Retain Existing |
| Machine Room Location: | Adjacent at Level 1 | Retain Existing |
| Machine Type: | Hydraulic Pump Unit (50 HP) | Retain Existing |
| Type of Control: | Microprocessor | Provide New |
| Operation: | Simplex Selective Collective | Provide New |
| Main Fire Floor: | *1 | Retain Existing |
| Alternate Fire Floor: | 2 | Retain Existing |
| Platform Dimensions: | 6’-0” W x 11’-4 1/2” D (V.I.F.) | Replace In-kind |
| Car and Hoistway Door Size: | 4’-0” W x 7’-0” H | Replace In-kind |
| Car and Hoistway Door Type: | Two Speed Side Opening | Replace In-kind |
| Car and Hoistway Door Operation: | VVVF Inverter Control (Min. Opening Speed 3.0 fps) | Replace In-kind |
| Hoistway Entrance: | As specified. (repair Level-1) | Retain Existing |
| Cab Enclosure: | As specified. | Replace In-kind |
| Door-Reversal Device: | Electronic entrance detector | Provide New |
| Car Operating Panel: | As specified. | Provide New |
| Car Position Indicator: | As specified. | Provide New |
| Car Direction Indicator: | As specified. | Provide New |

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| | | |
|-----------------------|--------------------------------|-----------------|
| Hall Call Stations: | Single riser | Provide New |
| Communication System: | ADA, Hands Free Type Telephone | Provide New |
| Guide Rails: | Steel "T" | Retain Existing |
| Buffers: | Coil Spring | Retain |
| Power Supply: | 480 VAC (Field Verify) | Retain Existing |

2.3. FIXED HOISTWAY EQUIPMENT

A. Car Guide Rail Systems (Reuse)

1. Clean rails and brackets, remove rust.
2. Car guide rails, fish plates, rail brackets, backing support and related attachments shall be inspected cleaned and reused.
3. Each stack of car guide rails shall be realigned so that total deviation from plumb in any direction does not exceed 1/8" over the entire length of the hoistway and that DBG measurements never vary more than .030".
4. As required, car guide rails joints shall be individually filled, filed and sanded in order to eliminate minor variations in adjoining machined surfaces.
5. Provide supplement rail brackets and/or backing as required by Code or to enhance car ride quality. Reinforcement of brackets for Class C-2 loading.

B. Car Buffers (Retain)

1. Existing spring buffers and blocking shall be retained.
2. The buffers shall be inspected for serviceable condition and compliance with the requirements of the ASME Code.

C. Normal and Final Terminal Stopping Devices (New)

1. Provide normal terminal stopping devices to stop the car automatically from any speed obtained under normal operation within the top and bottom overtravels independent of the operating devices, final terminal stopping device and the buffers.
2. The terminal stopping devices shall have rollers with rubber or other approved composition tread to provide silent operation when actuated by the fixed cam in the hoistway.

D. Interlocks, Contacts, and Unlocking Devices (New)

1. Equip elevator hoistway door with a positive interlock which shall prevent the operation of the elevator unless all elevator doors are closed and maintained closed when elevator is away from the landing. The interlocks shall also prevent the opening of a hoistway door from the landing side unless the car is within the landing zone and is either stopped or being stopped at that level. Design interlocks so that they are not easily accessible from the landing side.
2. Provide electric contacts on top emergency exit and emergency hoistway access entrance to prevent the operation of the elevator when the electric contacts are not closed.

E. Hoistway/Car Door Hangers, Sheaves, and Tracks (New)

1. Provide a sheave type two-point suspension hanger and track for hoistway and car door. Sheaves shall be hardened steel with polyurethane tire, not less than 3 1/4 inches in diameter with sealed grease packed precision ball bearing.

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2. The upthrust shall be taken by a roller mounted on the hanger and arranged to ride on the underside of the track.
3. The track shall be of formed cold rolled steel or cold drawn steel and shall be rounded on the track surface to receive the hanger sheaves. The track shall be removable and shall not be integral with the header.

F. Stop Switches (New)

1. Provide readily accessible switches to stop and keep the elevator out of service in the pit, on the top of car station, at the bottom landing adjacent to pit ladder and in the main car operating panel.

G. Hoistway Entrance Structure

1. Entrance Frames: Retain existing
2. Doors: Provide new. The doors shall be constructed of 12-gauge sheet steel, not less than existing thickness, reinforced to accept hangers, interlocks or door closers. Equip all hoistway landing doors with one-piece full height non-vision wings of material and finish to match hall side of door panels. The doors shall be stainless steel with No. 4 finish at all floors.
 - a. Provide each door panel with two removable laminated plastic composition guides, arranged to run in sill grooves with a minimum clearance. The guide mounting shall permit their replacement without removing the door from the hangers. A steel fire stop shall be encased in each guide.
 - b. Provisions for unlocking hoistway doors using a "drop key" shall be provided at each landing.
 - c. Provide the leading edge of door panels with continuous black rubber astragal bumper strips. The strips shall be relatively inconspicuous when the doors are closed and shall be easily replaced. Provide rubber bumpers at the top and bottom of the door to stop them at their limit of travel in opening direction.
3. Sills: Retain the existing sills. Provide any additional supports that may be necessary. Clean and polish existing sills entirely. Repair concrete and flooring at Level-1.
4. Fascia and Hanger Covers: Retain the existing fascia and hanger covers. Secure any items that are loose. Replace missing items. Clean and paint with rust inhibiting paint.
5. Struts and headers: Retain the existing struts and headers. Secure any items that are loose. Replace missing items. Clean and paint with rust inhibiting paint. Provide door open bumpers on entrances equipped with vertical struts.

H. Hoistway Access Switch (New)

1. Install a cylindrical type keyed switch at top and bottom terminal landing in order to permit the car to be moved at slow speed with the doors open.
2. Locate the switch in the terminal hall call station for the elevator.
3. This switch is to be of the continuous pressure spring-return type, and shall be operated by a cylinder-type lock having not less than a five (5) pin or five (5) disc combination with the key removable only in the "OFF" position. The lock shall not be operable by any key which operates locks or devices used for other purposes in the building and shall be available to and used only by inspectors, maintenance men and repairmen.

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I. Floor Numbers (New)

1. Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

2.4. MOVING HOISTWAY EQUIPMENT

Provide equipment to fit space conditions shown.

A. Top of Car Station (New)

1. Mount an inspection station on top of car. This station shall include:
 - a. A toggle switch designated "Inspection", and Up and Down direction buttons.
 - b. A stop switch
 - c. A 110-volt GFCI duplex receptacle
 - d. A work light with wire guard and an "off"-"on" switch.
 - e. An indicator light and a warning buzzer that shall signal Phase I – Fire Emergency Recall Operation.
2. When the station is operational all operating devices in the cab shall be inoperative.

B. Roller Guides (New)

1. Provide roller guide shoes with adjustable mounting base, rigidly bolted to the top and bottom of each side of the car frame.
 - a. Roller guides shall consist of a set of sound reducing neoprene wheels in precision bearings held in contact with the three finished rail surfaces by adjustable stabilizing springs.
 - b. The bearings shall be provided with grease fittings for lubrication.
 - c. Equip roller guides with adjustable stops to control postwise float.
 - d. Fit the top car roller guides with galvanized, 16-gauge steel guards.
2. Approved applications and manufacturers:
 - a. ELSCO Model A for car roller guides or approved equal.

C. Car Frame and Platform (New)

1. The car frame shall be made of steel members, with a factor of safety as required by the ASME Code.
2. The car platform shall consist of a steel frame with necessary steel stringers, all securely welded together. The frame and platform shall be braced and reinforced so that no strain will be transmitted to the elevator car.
 - a. Provide platform with two (2) layers of 3/4" thick marine grade plywood. Cover the underside of the car platform with sheet steel.
 - b. Provide work lights and 110V GFCI receptacles at bottom of platform. Provide lights with wire guards and local switch.
3. Provide extruded stainless-steel thresholds having non-slip surface, guide grooves.
4. Sound isolate freight elevator platform with vibration isolation pads. The support frame shall carry rubber pads on which the platform shall rest without any connection to the steel frame.

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5. Recess the freight elevator platforms to receive the epoxy flooring as selected by the Airport.
6. Allow for an 8'-0" overall cab height for the elevator.

D. Door Operation (New)

1. Door operator shall be heavy duty closed loop, with a reduced instruction set microprocessor and VVVF inverter control. System to detect door load conditions at each floor and automatically adjust the door speed and torque requirements of the door. Result shall be stable and sensitive opening and closing.
2. The door operator shall be isolated from the car enclosure by means of a structural steel isolation frame that is rigidly braced vertically to the platform and horizontally to the car crosshead or stiles, without affecting the car enclosure.
3. Door operator shall be GAL MOVFR, or approved equal.

E. Door Reopening Device (New)

1. An infrared beam device shall protect the entire width of the entrance to a minimum height of seven feet.
2. Failure of the protective device shall cause the car to shutdown at floor level with the doors open.
3. Protective device shall be mechanically affixed to the leading edge of the door or to the cab and shall cause the door to re-open when an object is sensed, without physically contacting the object. The door protective device shall be rendered inoperative under fire conditions.
4. Nudging feature shall be provided.
5. Provide provisions for integration with door operator.

F. Jack Unit (Retain)

1. The existing hydraulic jack shall be retained, inspected and repacked.

2.5. CONTROL EQUIPMENT AND FEATURES

A. Wiring (New)

1. Provide all wiring and conduit required for the operation of the elevator.
2. Wiring, conduit and all fittings shall be in accordance with requirements of Division 26.
3. Run all wiring in galvanized conduit or in metal wireways.
4. Flexible metal conduit with ground wiring may be used for short runs from main hoistway wireway to interlocks, fixtures, limit switches, and between control panels, motors, and brakes.
5. Provide new travelling cables capable of bending 360 degrees with an inside radius of one foot without any permanent set and without cracking of the outer covering. The open loop shall show no tendency to twist upon itself. Abrupt bending or twisting producing distortion of cable shall not be allowed. Outer covering must remain intact between junction boxes or to controller. Suspend traveling cables with nonmetallic fillers by looping cables around supports. Traveling cables shall include telephone cabling. Cables shall be free from any possible contact with hoistway structure, car, or other equipment. Install shields and pads necessary to prevent chafing and to protect the cables. The loop in the traveling cables shall be not less than 2 feet unless otherwise approved. Each traveling cable conductor shall have a distinctive color-coded outer covering for identification.

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- a. Traveling Cables: Flame and moisture-resistant outer cover.
- b. Traveling cables from junction box on car to junction box in hoistway or directly to controller shall consist of flexible traveling cables conforming to the requirements of NEC (NFPA 70). Junction boxes in hoistway and on car shall be equipped with terminal blocks. All connections to terminal blocks shall be made with either terminal eyelet connections or pressure wire connectors of the clamp type that meet UL 486A requirements for stranded wire. Terminal blocks shall have permanent indelible identifying numbers for each connection.
- c. Provide 10 percent, but not less than 2, spare conductors in each traveling cable. Tag spares so they can be identified.
- d. Provide two sets of shielded coaxial conductors in the traveling cable in addition to those wires specified for the two-way communication device in the elevator car or supply a separate cable for the two-way communication device. Cable shall extend from junction box in hoistway or controller to two-way communication device in the car.
- e. Conductors for alarm and emergency stop shall not be in the same traveling cable.
- f. Provide two sets of conductors for car lighting and ventilation in separate traveling cables.
6. Provide six (6) pairs of 18-gauge shielded cables in traveling cable for the car. Terminate them to barrier-type terminal strip behind elevator return panel at one end of cable and within a machine room security junction box at the other end.

B. Simplex Selective Collective Operation (New)

1. Provide simplex selective collective operation from a riser of hall push button stations.
2. The registration of one or more car calls shall dispatch the car to the designated floors in the order in which the floors are reached by the car, irrespective of the sequence in which the calls were registered. The car shall also respond to registered hall calls in the same direction of travel. Car and hall calls shall be canceled when answered.
3. Car and hall calls shall be canceled when answered.
4. When the car has responded to the highest or lowest call, and car calls are registered for the opposite direction, the car shall reverse direction automatically and respond to those registered calls.
5. When the car arrives at its last stop and reverses direction of travel, all previously registered car calls shall be automatically cancelled.
6. When an empty car reverses direction at a landing with no hall calls, doors shall not open.
7. The car shall maintain its original direction at each stop until the doors are fully closed to permit a passenger to register a car call before the car reverses its direction of travel.

C. Independent Service (New)

1. Arrange elevator controls to permit the car to be removed from the simplex system and to operate in response to car calls only. The door shall not close until car button for another landing is pressed. Activation of this service shall be from a key switch in the car station service panel.

D. Emergency Control for Fire Department Use (New)

1. Provide Phase I and Phase II Firefighter Operation in accordance with requirements of Code and local authorities.

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E. Protective Device (New)

1. Should a hydraulic elevator stall due to motor starter failure, low oil condition, or the elevator failing to reach the target landing in the up direction, protective device shall automatically return the elevator to the bottom landing, open the door and shut down the system.
2. Pressure Switch: Where the top of the cylinder head is above the top of the tank, provide a pressure switch between the cylinder and the valve which shall be activated by the loss of pressure at the top of the cylinder, and control the operation of the elevator as required by the Code.

2.6. MACHINE ROOM EQUIPMENT

Provide equipment to fit space conditions shown.

A. Controller (New)

1. The elevator shall have "non-proprietary" microprocessor-based controller/dispatchers. The controller shall be designed to control the acceleration, deceleration and stopping of the elevator and to prevent damage to the motor from overload or over-current condition. Arrange controls to prevent the operation of the elevator in case of phase reversal, phase failure, or low voltage in the power supply.
2. Place controller in a totally enclosed NEMA 1 enclosure with a self-supporting steel frame. Provide hinged doors to facilitate service. Within each enclosure, provide a locally controlled fluorescent light and a duplex GFCI receptacle.
3. Provide natural or mechanical ventilation for the controller cabinets. Equip ventilation openings and exhaust fans with filters.
4. Mount equipment to moisture-resistant, noncombustible panels. Support these panels from the steel frame.
5. Provide "noise filter" between hoistway wiring and controller/ dispatchers to eliminate interference.
6. Optically isolate communication cables between components.
7. Controller shall be provided with the capability of communication and integration with remote monitoring and the control system. Design-Builder shall provide all required ports and outlets in the controller for the connection with Lift-Net or approve equal system.
8. Wiring: Wiring on the units, whether factory or field wiring, shall be done in neat order, and all connections shall be made to studs and/or terminals by means of grommets, solderless lugs, or similar connections. All wiring shall be copper.
9. Terminal Blocks: Provide terminal blocks with identifying studs on units for connection of board wiring and external wiring.
10. Marking: Identifying symbols or letters shall be permanently marked on or adjacent to each device on the unit, and the markings shall be identical with markings used on the wiring diagrams. In addition to the identifying marks, the ampere rating shall be marked adjacent to all fuse holders.
11. Provide a solid-state starter for the pump motor.
12. Diagnostics: For diagnostic work, provide the elevator control system with its own built-in LED or LCD display unit or furnish a service tool. When a fault is detected, the diagnostic system will record the fault code in a nonvolatile memory along with the location of the

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- elevator and the time of day. The display unit shall be used to retrieve this information on every car. The fault information shall include, but is not limited to:
- a. Elevator position, travel direction and mode of operation.
 - b. Car and hall calls that currently exist within the system.
 - c. All safety circuits.
 - d. Processor power supply, processor, and Input/Output status.
 - e. Door safety circuits.
 - f. Door zone signals.
13. In the event diagnostics and monitoring is accomplished via Field Service Tools, provide the required Field Service Tools with related control system appurtenances for diagnostic evaluations, system monitoring, and field adjustments.
- a. Provide instructions for proper use of such diagnostic tools and/or equipment with all coding and other operational requirements.
 - b. Maintain and calibrate the diagnostic tools and update the associated instructions and other related documents under the service agreement. Should the agreement be cancelled for any reason by either party, maintenance and updating of diagnostic tools shall be provided to the Airport at the Design-Builder's cost without the need to purchase or lease additional diagnostic devices, special tools, or instructions from the original equipment provider. The Airport may request field and technical instructions be provided by the original installation Design-Builder or manufacturer for proper servicing by other qualified elevator company personnel. The established cost-plus profit, as previously specified, shall be applicable for the life of the system.
 - c. If the equipment for fault diagnosis is not completely self-contained within the controllers but requires a separate detachable device, that device shall be furnished to the Airport as part of this installation. Such device shall be in possession of and become property of Manchester Airport.
14. Microprocessor Documentation
- a. Provide and/or obtain complete information on systems' design, component parts, installation and/or modification procedures, adjusting procedures and associated computer conceptual logic circuitry and field connection.
 - b. Provide microprocessor upgrading and/or modifications to programs that have been assigned to enhance the operation of the equipment for a period of 10 years after project approval.
15. Selector: A floor selector shall be part of the controller microprocessor. Position determination in the hoistway may be through fixed tape in the hoistway. Design the mechanical features and electrical circuits to permit accurate control and rapid acceleration and retardation without discomfort.
16. Provide an automatic stopping device and self-leveling system to ensure that the car lines up with each landing served with a tolerance of no more than plus or minus 1/4" for the elevator under all conditions of load for both "up" and "down" travel.
- a. The automatic self-leveling system shall correct for overtravel or undertravel and drift.

B. Power Unit (Retain)

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1. Retain existing power unit and replace hydraulic fluid.
 - a. Hydraulic fluid shall be of ISO 32 grade or better.
2. Inspect existing hydraulic motor, valves and pump for operation.

2.7. SIGNALS AND OPERATING FIXTURES

A. General

1. Provide fixtures and signals as follows, test complete system, correct deficiencies in wiring and function and make the complete system fully functional. Location and arrangement of the fixtures and signs shall comply with the ADA and other code requirements.
2. Access Requirements: Signals and fixtures shall be as specified herein. Location and arrangement of fixtures shall comply with applicable Accessibility requirements.

B. Main Car Operating Panel (New)

1. Provide a main car operating panel mounted inside the car
2. The call buttons provided for each floor served shall cause the car to travel to the floor on momentary pressure of the call button.
3. The call buttons shall become individually illuminated as they are pressed. The button lights shall be extinguished as the calls are answered.
4. The panel shall include:
 - a. A call button for each floor served.
 - b. Door open button/door close button.
 - c. "Alarm" button (illuminating jewel).
 - d. "Emergency Stop" button.
 - e. An intercom station complying with ADA requirements.
 - f. Service cabinet
 - g. Emergency light
 - h. Inspection certificate frame
 - i. Run/stop keyswitch
5. The locked service cabinet, located below the call buttons, shall be flush and contain the key switches required to operate and maintain the elevator, including, but not limited to:
 - a. Independent and attendant service switches.
 - b. Light switch.
 - c. Fan switch.
 - d. 110V GFCI duplex receptacle.
 - e. Out-of-service key switch.
 - f. Emergency light test button and indicator.
6. Fire Service Cabinet with instructions engraved on back of door.
7. Engraved and epoxy filled elevator capacity, elevator number, "No Smoking", and warning and caution messages as required by the Code.

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8. Car position indicator without a separate faceplate.
9. Lockout switches for each floor and opening.
- C. Car Position Indicator (New)
 1. The position of the car in the hoistway shall be indicated by the illumination of the position indicator numeral corresponding to the floor at which the car has stopped or is passing.
 - a. The position indicator shall have illuminated direction arrows to indicate the direction of travel.
 - b. Shall be integrated into the COP.
 - c. Shall include a voice annunciator per ADA requirements.
- D. Car and Hall Call Buttons (New)
 1. The buttons shall become individually illuminated as they are pressed and extinguished as the calls are answered.
 2. The call buttons shall have LED halo call registered lights.
 3. Buttons shall include braille text.
- E. Hall Call Stations (New)
 1. Hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Hall fixtures shall be surface mounted and integral hall fixtures shall feature round stainless-steel, mechanical buttons marked to correspond to the landings.
 2. Include firefighter key switch and designations in the hall station at the designated landing.
- F. Hall Lanterns (New)
 1. Provide a visual and audible signal at each entrance to indicate which car shall stop in response to the hall call.
 2. The lanterns with a single up or down indication at each terminal landing shall sound once for the up direction and twice for the down direction. The lantern shall have an electronic chime with adjustable sound volume.
 3. Provide adjustable signal time (3 to 10 seconds, with 1 second increments) to notify passengers which car shall answer the hall call.
- G. Fixture Schedule
 1. All hall and car fixtures shall be selected from the manufacturer's standard line of fixtures.
 2. Custom designed operating and signaling fixtures shall be as approved by the Airport.
 3. Main Car Stations:
 - a. Stainless steel with No. 4 finish, swing type, one-piece faceplate with heavy duty concealed hinges.
 - b. The layout of the panel and all engravings shall be subject to the approval of the Airport.
 4. Car Position Indicators
 - a. Provide 2" high liquid crystal or LED indicators with direction arrows, integral with each car operating panel.
 5. Car and Hall Call Buttons

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- a. Round stainless steel convex tamperproof type with an illuminating LED halo.
 6. Hall Call Stations
 - a. Provide Manufacturer standard hall call station.
 7. Hall Lanterns
 - a. 2 ½" high by 2 ½" wide circular or arrow lens constructed of solid sandblasted plexiglass arranged horizontally with faceplate as selected by the Airport. Arrange lens for ½" projection from faceplate and provide a 1/8" thick metal separator and a light baffle to form up and down indications. The metal separator shall match the faceplate.
 - b. Include 2" high LED position indicator in each hall lantern to identify location of car for the elevator at all landings.
- H. Emergency Lighting Fixtures (New)
 1. Provide a self-powered emergency light unit in the elevator car, consisting of a light fixture, alarm bell, and a power pack unit.
 - a. The light fixture shall contain a minimum of two (2) incandescent lamps.
 - b. The power pack shall contain a nickel cadmium battery and a charger.
 - c. Unit shall provide continuous illumination for at least four (4) hours and one (1) hour alarm bell operation.
 2. The operation shall be completely automatic upon failure of normal power supply. Unit shall be connected to normal power supply for car lights and arranged to be energized at all times. It automatically recharges battery after use.
 3. Flush mount the light fixture in the main car station. It shall have a milk white lens. Mount the power pack to the top of the cab canopy.
 4. A 6" diameter alarm bell with a sound output of between 80-90 dBa (measured from a distance of 10') shall be mounted on top of the elevator car. Activation of this bell shall be controlled by the ALARM button in the car operating station which shall illuminate when pressed.
- I. Fixture Attachment, Finish and Design (New)
 1. Refer to drawings for other design requirements. Where no special design is shown, the faceplates shall be as follows:
 - a. All floors: 1/8" thick stainless steel with No. 4 finish and tamperproof screws.
 2. Mount all elevator fixtures with tamperproof fasteners. The screw and key switch cylinder finishes shall match faceplate finish.
 3. Where key-operated switch and/or key operated cylinder locks are furnished in conjunction with any component of the installation, four keys for each individual switch or lock shall be furnished, stamped, or permanently tagged to indicate function.
 4. All caution signs, code mandated instructions, and directives shall be engraved and filled with epoxy.

2.8. PERFORMANCE AND DESIGN REQUIREMENTS

A. Performance Requirements

1. Freight elevator shall be adjusted to meet the following performance requirements:

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- a. Speed: within 95% to 105% of rated speed under any loading condition.
- b. Leveling: within 1/4" under any loading condition.
- c. Door dwell time for hall calls: 4.0 seconds (adjustable).
- d. Door dwell time for car calls: 3.0 seconds (adjustable).

B. Ride Quality Requirements

1. Maintain the following Ride Quality Requirements:
 - a. Noise levels inside the car shall not exceed the following:
 - 1) Car at rest with doors closed and fan off – 40 dBa
 - 2) Car at rest with doors closed and fan running – 55 dBa
 - 3) Car running at high speed and fan off – 50 dBa
 - 4) Door in operation – 60 dBa

2.9. COMMUNICATION SYSTEM

A. Intercom (New)

1. Provide an ADA compliant, microprocessor-based intercommunication system for the elevator.
2. The car station shall have a loudspeaker and a microphone to provide hands-free communication. The station shall be installed behind the car operating panel and include a “call acknowledged” light.
3. A call shall be placed from the elevator car station by pressing the “Alarm” button. This action shall set audible and visual signals to identify the calling station. When the incoming call is answered, the flashing light shall go to a steady condition. Disconnection of a call is done simply by depressing the designated car button once, thereby unlocking it and extinguishing the lamp.

B. Emergency Alarm/Battery Back-up and Common Alarm Bell (New)

1. Provide a new car-mounted battery unit including solid-state charger and testing means enclosed in a common metal container.
 - a. The battery shall be rechargeable nickel-cadmium with a 10-year minimum life expectancy.
 - b. Mount the alarm bell directly to the battery/charger unit and connect it to sound when any alarm push button or stop switch in the car enclosure is operated.

2.10. CAR ENCLOSURE (New)

A. General Design Requirements

1. The design, materials and finishes of the cab enclosure shall be provided by the Design-Builder and approved by the Airport.
2. Materials:
 - a. Cold-rolled Sheet Steel Sections: ASTM A1008/A1008M
 - b. Rolled Steel Floor Plate: ASTM A786

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- c. Steel Supports and Reinforcement: ASTM A36
 - d. Aluminum-alloy Rolled Tread Plate: ASTM B632
 - e. Stainless Steel: ASTM A480/A480M Type 302 or 304
 - f. Stainless Steel Tubes: ASTM A269
 - g. Aluminum Extrusions: ASTM B221
 - h. Nickel Silver Extrusions: ASTM B151
3. Steel Shell: 14-gauge furniture steel reinforced and designed to accept finished wall panels. Finish shell panels with one coat of rust inhibitive primer and two coats of enamel paint. Apply 1/8" thick, rubberized sound deadening material to the hoistway side of the shell.
- a. All panels shall have minimum radii. Apply sealant beads to panel joints before bolting together with lock washers.
4. Canopy: Canopy construction methods shall match the shell walls. Use 12-gauge furniture sheet steel and adequately support canopy to comply with the loading requirements of the Code.
- a. Provide necessary cutouts for the installation of fan and top emergency exit. Arrange exit panel to swing up using a heavy-duty piano hinge. The exit panel shall have dual locks, necessary stops and a handle. When in the locked position, the panel shall be flush with the interior face of the canopy with hairline joints.
5. Base: Recess and prepare the shell to accept the base.
- a. Provide concealed vent slots for freight elevator above side and rear wall base for proper ventilation. Arrange and size vent slots for quiet operation without any whistling. Use 16-gauge baffles to protect the hoistway side of the vent slots.
6. Flooring: Recess and prepare sub-flooring to accept the finished flooring.
7. Front Return Panels, Entrance Posts and Transom: Use 14-gauge furniture sheet steel with proper reinforcing to prevent oil canning.
- a. Fixed type return panel shall have required cutouts for car operating and signaling fixtures.
 - b. Swing front return panels shall have required cutouts for the car call buttons, keyed switches, indicators, emergency light fixture, cabinets and the specified special control and signaling devices.
 - 1) Provide concealed full height stainless steel piano hinges of sufficient strength to support the panel, without sagging, in the open position.
 - 2) The concealed locks shall secure the panel at two points with linkage that shall be free of vibration and noise when in the locked position.
 - 3) When locked in the closed position, the front return panel shall be in true alignment with the transom and base.
 - 4) Lock release holes shall be not more than 1/4" diameter and be located at the return side jamb of the panel.
 - 5) Engrave the elevator identification number and capacity, no smoking sign, firefighter instructions, and other code mandated instructions and caution signs directly in the front return panel. Applied panels are unacceptable.
 - c. Transom shall be 14-gauge and be reinforced and constructed the same as the front return panels.

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- d. Construct entrance posts for the passenger elevator from 12-gauge sheet steel and reinforce to maintain vertical alignment with the adjacent panels.
8. Cab Doors: Standard 1 1/4" thick, 14-gauge hollow metal flush construction, reinforced for power operation and insulated for sound deadening. Paint hatch side of doors black and face cab side with 16-gauge sheet steel in selected material and finish.
 - a. The door panels shall have no binder angles. All welds shall be continuous, ground smooth, and invisible.
 - b. Drill and reinforce doors for installation of door operator hardware, door protective device, door gibs, etc.
9. Ceiling: Construction techniques for wall panels shall apply to ceiling panel construction. Locate top emergency exit inconspicuously. Construct and mount the exit panel to prevent light leakage around the perimeter of panel.
10. Ventilation: The ventilation system of the exhaust type shall be provided in each elevator.
 - a. The system shall include a blower driven by a direct connected motor and mounted on top of car with isolation to effectively prevent transmission of vibration to the car structure. The blower shall have not less than two operating speeds. The ventilation system shall be sized to provide one air change per minute at low speed and 1.5 air changes per minute at high speed. The unit design and installation shall be such that the maximum noise level, when operating at high speed, shall not exceed 55 dBA approximately three feet above the car floor. A three-position switch to control the blower shall be provided in the COP service panel.
 - b. The fan or blower shall start upon the pressing of a car or landing call button and shall stop a predetermined time (approximately 2 minutes) after the car has answered the last registered call.
11. Lighting: Arrange lighting fixtures and ceiling assembly to provide even illumination without hot spots and shadows. Overlap LED lamps where cove lighting is specified.
 - a. Design and configure lighting system to facilitate maintenance of the fixtures.
12. Handrails: All attachment hardware shall match the selected handrail and shall permit handrail removal from within the cab.
 - a. Provide a minimum of 10-gauge plate at the hatch side of the shell, aligned with the handrail attachment points, to assure secure handrail mounting.
 - b. Design handrail attachment system to support the weight of a person (250 pounds) sitting on it without any deflection and damage to the handrail, cab panel and the shell.
13. Protective Pads and Pad Hooks: Provide pad hooks at locations as directed by the Airport. Protective pads shall cover the front return panels, and the side and rear walls. Provide cutouts in pads for access to the cab operating and signaling devices. Pads shall be fire-resistant canvas with two (2) layers of cotton batting padding.
14. Identify each pad by elevator number and wall location.
15. Accessories: Construct elevator cab to accommodate the door operator, hangers, interlocks and all accessory equipment provided under other sections of these specifications.
16. All cab materials shall conform to the code prescribed flame spread rating and smoke development requirements.

B. Fabrication and Installation

1. Maintain accurate relation of planes and angles with hairline fit of contacting panels and/or surfaces.
2. Any shadow gaps (reveals) between panels shall be consistent and uniform.
3. Unless otherwise specified or shown on the drawings, for work exposed to view use concealed fasteners.
4. Maximum exposed edge radius at corner bends shall be 1/16". There shall be no visible grain difference at the bends.
5. Form the work to the required shapes and sizes with smooth and even curves, lines and angles. Provide necessary brackets, spacers and blocking material for assembly of the cab.
6. Interior cab surfaces shall be flat and free of bow or oil canning. The maximum overall deviation between the low and high points of 24" x 24" panel section shall not exceed 1/32".
7. Make weights of connections and accessories adequate to safely sustain and withstand stresses to which they will be subjected.
8. All steel work except stainless steel and bronze materials shall be painted with an approved coat of primer and one (1) coat of baked enamel paint.

C. Cab and Finishes

1. Walls: High pressure plastic laminate over steel shell.
2. Guard Rails (Bumpers): Provide one 1 1/2" x 12" hardwood guard rails at 20" above floor on each side wall for the elevator. Bevel ends at each end. Guard rails shall be removable from within the cab. All bolts shall be counterbored below the face of the guard rail.
3. Front (including doors): Stainless steel No.4.
4. Ceiling: Plastic eggcrate design with LED lighting.
5. Sill: Stainless Steel
6. Handrails: Stainless steel, cylindrical design, on rear and side walls.
7. Flooring: Vinyl tile.

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PART 3. EXECUTION

3.1. SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified. Do not proceed with installation until work in place conforms to project requirements.
- A. Verify dimensions of supporting structure at the site by accurate field measurements. The work shall be accurately fabricated and fitted to the structure. Elevator contractor shall confirm by review of the working drawings and field observation that the clearance and the alignments are proper for the installation of this work.
- B. Coordinate work with the work of the other trades and provide items to be placed during the installation at the proper time to avoid delays in the overall work. Use contractor's benchmarks where necessary.

3.2. PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Design-Builder's original, unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

3.3. INSTALLATION

- A. Install all equipment in accordance with Design-Builder's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes, and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the equipment.
- G. Neatly touch up damaged factory-painted surfaces with original paint color. Protect the machine - finish surfaces against corrosion.

3.4. FIELD QUALITY CONTROL

- A. Tests
 - 1. Perform as required by Code and as required by the AHJ
 - 2. Provide labor, materials, equipment, and connections.
 - 3. Repair or replace defective work as required.
 - 4. Pay for restoring or replacing damaged work due to tests.
- B. Final Inspection: When all work is completed and tested, notify the Airport in writing that the elevator is ready for final inspection and an acceptance test. A testing and inspection date shall then be arranged.

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3.5. ADJUSTMENTS, PAINTING, AND CLEANING

- A. All equipment shall be adjusted prior to final testing and acceptance.
- B. Paint exposed work (new and existing) that has been soiled, scraped, or damaged during installation. Repair and finish to match adjoining work prior to final acceptance.
- C. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- D. Remove all loose materials and filings resulting from work.
- E. Clean machine room equipment and floor.
- F. Clean hoistway, car, car enclosure, entrances, operating and signal fixtures.

3.6. ACCEPTANCE REVIEW AND TESTS

- A. Airport's Final Observation and Review Requirements.
 - 1. After passing final operational inspection, the Airport will conduct a thorough examination of the elevator to compile a deficiency punch list, monitor systems operation and record pertinent operating performance data for comparison purposes. A list of deficiencies, will be issued which will require corrective action by the Design-Builder prior to beginning the warranty period as described in section 1.9.

END OF SECTION 142400

MANCHESTER-BOSTON REGIONAL AIRPORT

SECTION 143100

ESCALATOR REPLACEMENT SPECIFICATIONS

PART 1. GENERAL

1.1. GENERAL PROVISIONS

- A. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.
- B. Refer to the Vertical Transportation Equipment (VTE) Location Diagram in Appendix A of the Technical Specifications for floor plan and location information.
- C. Refer to existing Airport Terminal Drawings in Appendix A of the Technical Specifications for architectural plans of the escalators area (as available). Design Builder shall verify all dimensions and configurations.
- D. Design-Builder is responsible of the proper filing, decommissioning, and the removal and disposal of all existing equipment with coordination with Manchester-Boston Regional Airport ("Airport").
- E. Source Limitations: Buy American provisions are stipulated in the Contract Documents and apply only to the escalator replacement work in the Base Bid. Design-Builder shall refer to Bid Documents Volume I and Volume II for complete AIP Contract requirements prior to bid.

1.2. DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Escalators.
 - a. Two (2) Units: NHE3255 & NHE3256

1.3. APPLICABLE CODES AND STANDARDS

- A. Escalator designs and installations shall be of the standard commercial type, and shall comply with the following:
 - 1. American Society of Mechanical Engineers (ASME)
 - a. A17.1 – Safety Code for Elevators and Escalators
 - b. A17.2 – Guide for Inspection of Elevators, Escalators and Moving Walkways
 - c. A17.5 – Elevator and Escalator Electrical Equipment
 - 2. National Fire Protection Association (NFPA)
 - a. NFPA No. 70, National Electric Code

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3. American Welding Society (AWS)
 4. American Society of Testing and Material (ASTM)
 - a. A36 – Carbon Structural Steel
 - b. A136 – Forge-Welded Steel Pipe
 - c. A240 / A240M – Chromium and Chromium-Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels and for General Applications.
 - d. A568 / A568M – Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for
 - e. A1008/A1008M – Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
 - f. B209 – Aluminum and Aluminum-Alloy Sheet and Plate
 - g. B221 – Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes
 - h. E84 – Test Method for Surface Burning Characteristics of Building Materials
 5. International Organization for Standardization
 - a. ISO 281 – Roller Bearings – Dynamic Load Ratings and Rating Life
 6. American Bearing Manufacturing Association (ABMA)
 - a. Standard 9 – Load Ratings and Fatigue Life for Ball Bearings
 - b. Standard 11 – Load Ratings and Fatigue Life for Roller Bearings
 7. National Electrical Manufacturers Association (NEMA)
 8. Any additional requirements imposed by local agencies shall be incorporated into escalator installations including, but not limited to:
 - a. RSA 157-B – Elevator and Accessibility Lift Law
 - b. New Hampshire Administrative Rule Chapter Lab 1300 Elevators
- B. In case of a conflict between codes, regulations, or standards, the most stringent requirement shall take precedence.

1.4. DESIGN CRITERIA

A. General:

1. Each escalator unit when installed shall be centered within its rough opening. Interior and common low decks extensions will be placed from the handrail to cover the edge of the finish cladding.
2. As an alternate design approach for the Base Bid, which must be clearly stated and described in the Bid Proposal, the Design-Builder may propose the following:
 - a. **STRUCTURAL ALTERNATIVE 1:** The existing truss shall be cleaned, inspected, rehabilitated, modified and re-used. The rehabilitated truss shall be in like-new condition which shall include all necessary repair and strengthening (reinforcement) of structural members, connections, and supports and shall include protective painting. The truss inspection (and analysis for loads and code compliance) shall be documented by a

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detailed structural and mechanical inspection report (with photographs) to be signed and sealed by a NH Professional Engineer and submitted to the Airport prior to commencement of any rehabilitation work. Rehabilitation construction drawings shall be submitted to the Airport for review.

The rehabilitation work shall include, but is not limited to:

1. Upper and Lower End:
 - a. Removal of track and support brackets.
 - b. Removal of access cover support plates.
 - c. Removal of selected truss cross members.
 - d. Removal of handrail support return brackets.
 2. Incline:
 - a. Removal of top and return track
 - b. Removal of handrail return brackets.
 - c. Modification to truss cross members.
 3. Cleaning of the existing truss, removing all remnants of oil, grease, lint, dirt and debris from the unit.
 4. Inspection/analysis of the existing welds, rivets and overall structure.
 3. Escalator motor(s) shall be located in the top landing truss space.
 4. All the escalators shall be internal drive.
 5. A lubricated step, motor drive chain when applicable, and handrail chain shall be used with automatic oiler.
 6. Escalators shall be of similar type with interchangeable parts.
 7. The fastening of access covers, low decks, skirt panels, etc, shall be fastened with tamperproof fasteners secured to prevent the dislodging of the fasteners and causing damage to the escalators comb plate and steps. Glue as a means for securing any material except for composite panels is not permitted.
 8. All testing and operation of the escalator motors with controller soft start shall comply with necessary testing with IBC 2015 and ASME A17.1 – 2013.
- B. Operational Requirements
1. Hours of operation shall be considered as twenty-four (24) hours per day, seven (7) days per week.
 2. Direction of travel shall be considered as both directions, and unit shall be up and down reversible.
 3. Rated speed shall not exceed 100 feet per minute (FPM). The no-load-to full-load speed shall not exceed 4% of the rated speed.
 4. Provide sound isolation within truss as required to limit noise level relating to escalator equipment and its operation to no more than 65 dBA, measured five feet (5') above the escalator at any point of its length.

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5. All escalator equipment provided under this contract shall be mechanically isolated from the building structure and electrically isolated from the building power supply and to each other to minimize possibility of objectionable noise and vibrations being transmitted to occupied areas of the building.

C. Structural Requirements

1. Design-Builder shall provide escalator truss mounting angles sized as required to install escalators into wellway structural support system.
2. The Design-Builder shall submit details and calculations to the Airport for approval.
3. Loads shall be as specified herein.
4. Loads shall be computed for heavy-duty, commercial type escalators as described herein.

D. Environmental Requirements

1. Sound Level: Escalators shall be designed to operate at or below a sixty-five (65) decibels sound level, measured five (5) feet above the escalator at any location, with the escalator operating normally, either free running or under load.
2. Vibration:
 - a. Main drive bearings: .4 inch per second RMS
 - b. Carriage bearings: .4 inch per second RMS

E. Fire Protection

1. Escalators shall be constructed of noncombustible materials throughout as defined in ASTM A136, except for handrails, handrail rollers, chain step wheels, and electrical equipment.
2. Handrails shall have a flame spread rating of seventy-six (76) to two hundred (200) when tested in accordance with ASTM E84.
3. Bearings shall be rated for an ABMA L10 life as specified, under a fluctuating bearing load. All bearings shall have basic dynamic load ratings.

1.5. JOB CONDITIONS

- A. Protection: During installations, and until escalator systems are fully operative, Design-Builder shall make necessary provisions to protect systems from damage, deterioration, and environmental conditions.

B. Coordination Requirements

1. Alterations: Design-Builder shall coordinate any alterations required to accommodate escalators with the Airport.
2. Cladding: Design-Builder shall provide all required cladding to the sides and bottom of the escalator truss. Truss shall be fully enclosed and protected as required by the ASME A17.1 code requirement.
3. Floor Finish at Landing Plates and Newels: Design-Builder shall coordinate with other appropriate trades.
4. Escalator trusses shall be extended as necessary to fit within the wellway. Escalator manufacturer shall design the extended truss to meet the code deflection requirements.
5. Escalator area between the handrails and the upper landing floor is open to the floor below.

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Design-Builder shall provide the required brackets in the sides of the truss for the installation of the appropriate railing between the handrails and the landing floor. The bracket size and location shall be coordinated and design to provide adequate support for the railing as required by Code. The cladding and the finishes of the brackets and the handrails shall be provided by the Design-Builder and shall match the escalator truss cladding.

6. Lock and Key Requirements: Design-Builder shall coordinate with the Airport.
7. Pit Drainage: Provide a means to prevent water from accumulating in the pit for the escalators serving the apron level. Oil water separator shall be provided in the truss of the escalators.
8. Safety Training: Design-Builder shall attend appropriate safety training programs provided by the Airport at no extra cost.
9. As-Built Drawings: Design-Builder is responsible to provide revised record drawings to reflect the actual as-built condition including all structural, architectural, electrical, mechanical and plumbing connections to the escalators. Refer to 1993 Reference Drawings for Existing Hydraulic Freight Elevator (NHE3285) and 1992 Architectural Reference Drawings for Existing Lobby Main Up & Down Escalators (NHE3255 & NHE3256) included in Technical Specifications Appendix A.
10. Methodology: The Design-Builder shall meet with the Airport and provide a written method of installation for approval.

1.6. SUBMITTALS

- A. Submittals and drawings shall be furnished no later than 16 weeks after the Design-Builder has been provided the Notice to Proceed unless otherwise directed by the Owner. All drawings are to be signed and sealed by a professionally licensed engineer in the State of New Hampshire.
- B. Submittals and shop drawings shall be furnished as a “complete set” for each item required for submittal within this Section. Six (6) sets of each submittal shall be provided unless additional sets are specifically required elsewhere in the Specifications. Incomplete sets will not be reviewed.
- C. The Design-Builder shall submit a letter from the escalator manufacturer indicating that the Design-Builder is approved and authorized by the Manufacturer for the installation of the escalators as specified. The letter shall be signed by an officer of the Manufacturer. If the Manufacturer intends to install the escalators, it shall be submitted in letter form and signed by an officer of the Manufacturer.
- D. Product Data: Submit product data for all products and systems proposed for use. Product data shall include, but not be limited to, the following:
 1. Manufacturer’s catalogue cuts.
 2. Electrical characteristics and connection requirements.
 3. Performance data sheets.
 4. All proprietary equipment shall be clearly identified in the literature and manuals.
- E. Shop Drawings: Provide large scale shop drawings for fabrication, installation and erection of all parts of the work. Drawings shall include sufficient detail to identify the location and orientation of all escalator components. Drawings shall include, but not be limited to, the following:

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1. Facsimile outline of escalator truss in profile and plan.
 2. Facsimile elevation of escalator balustrade.
 3. Vertical section through balustrade and truss midway between working points.
 4. Support details showing attachment of truss to structure.
 5. Balustrade deck cover, interior panels, skirt panels, and their moldings.
 6. Radial, vertical and horizontal dimensions required for manufacture, and positions of upper and lower working points tied to column lines and required pit dimensions.
 7. Major mechanical and electrical components within truss, including motor and emergency brakes.
 8. Passenger instruction signs.
 9. Emergency stop button.
 10. Operating panel in upper and lower balustrades (including stop button, start and direction selection switches, and fault finder receptacle).
 11. Bearing ratings, identification and catalog numbers for all components.
 12. Complete schematic diagram for the controller and all electrical devices.
 13. Test certificates for step chain.
- F. Record Drawings: The Design-BUILDER is not relieved of his obligation to meet the specifications. If the record drawings do not comply with the specifications, the Design-BUILDER shall immediately remedy the condition in the field and update record drawing accordingly. Record drawings shall be submitted for the following:
1. Truss.
 2. Track system and supports.
 3. Drive system.
 4. Step nosing radius at upper and lower ends.
 5. Drive chains and gear train.
 6. Step chain or step links (including chain pitch, step, and trailer wheels).
 7. Step assembly (including axle, step tread, frame, and riser).
 8. Handrail system (including profile, guides, drive, and tension device).
 9. Safety switches and operating devices.
 10. Floor plates.
 11. Speed governor.
 12. Metal gauges.
 13. Drainage and electrical interfaces.
 14. Hand and finger guards.
 15. Ceiling intersection guards.

- G. Operating and Maintenance Manuals: Prior to installation, Design-BUILDER shall submit six (6)

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complete sets of Operation and Maintenance manuals for approval. After Airport approval and prior to the beginning of acceptance testing, six (6) sets of the approved manuals shall be provided by the Design-Builder. The manuals shall include the following:

1. Complete table of contents.
2. Complete instructions regarding operation and maintenance of equipment, including disassembly and assembly of drive system, handrail drive assembly, and track system. Included will be complete and illustrated exploded views of all assemblies as well as a complete and illustrated exploded view for identifying all system parts.
3. Complete nomenclature of replaceable parts, part numbers, current cost, and warehouse location. If product source is another vendor, Design-Builder shall include name and address of other vendor.
4. Sample copies of a preventive maintenance chart.
5. Descriptions of safety devices.
6. Safety rules, tests, and procedures, including testing of all systems and subsystems.
7. Procedures for adjusting brake, handrail tension, handrail chain drive tension, step chain tension, track system, and mechanical components, including pictorials.
8. Instructions for removing floor plate, replacing comb segments, and removing and installing steps, and interior panels.
9. Troubleshooting techniques.
10. Detailed lubrication and cleaning schedule indicating weekly, monthly, quarterly, semiannual, and annual lubrication; and a description of each lubrication point, lubrication type, and specification.
11. Control and schematic electrical wiring diagrams of controller, including wiring of safety devices to connections with remote indication and control panels for each escalator and group of escalators.
12. Electrical layout showing placement of lighting, light switches, receptacles, light fixtures, disconnect switches, and convenience outlets in machinery location, truss envelope, and pits.
13. Complete detailed drawings and wiring diagram of escalator fault finding device and connection to annunciator panel.

H. Certification:

1. The escalator manufacturer shall provide certification that the Airport will be provided with copies of all documents related to maintenance, safety, operations, design changes, modifications, retrofits, etc., which relate to any part, component, equipment, system, subsystem, or material and services applicable to the escalator provided.
2. All the above referenced documents shall be provided as they pertain to the original installation and for a period of ten (10) years after final acceptance of the last escalator provided under this contract.
3. The referenced material shall be provided within thirty (30) days of publication or internal distribution by the escalator manufacturer. The material, even if labeled PROPRIETARY, shall be delivered to the Airport without prejudice or delay and at no additional cost.
4. Provide all material on CD-ROM, USB or electronically in a format approved by the Airport.

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- I. Safety Data Sheets (SDSs): MSDS and product data sheets shall be submitted with an index listing each product, along with the application method of the product, approximate quantity of product per escalator, and the component the product is applied to or associated with. The Design-Builder shall allow 6 (six) weeks for review of material safety data sheets.

1.7. TEMPORARY AND PERMANENT ELECTRICAL POWER SERVICES

- A. Temporary power for installation shall be made available to Design-Builder at the time of the setting of truss. Permanent power shall be made available for testing. All power shall be provided at no cost to Design-Builder.
- B. For the escalator drive systems: 480 volts, 3 phase, 3 wire, 60 Hertz terminating in a disconnect switch within sight of the controller.
- C. For lighting and GFCI receptacles: 120 volts, 1 phase, 3 wire, 60 Hertz terminating in the escalator truss.

1.8. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The Design-Builder shall coordinate delivery to the site, or other storage area acceptable to the Airport, and provide adequate secured storage acceptable to the Manufacturer and Design-Builder. Stored escalators and related equipment shall be insured as required by the Contract Documents.
- B. Deliver components with factory-installed wooden skids and lifting lugs, and pack components in factory-fabricated protective containers.
- C. Store materials in original protective packaging in a dry area protected from weather.
- D. Protect equipment and exposed finishes during transportation, storage and erection against damage and stains.
- E. Handle components carefully to avoid damage to components, enclosures and finish.

1.9. ACCEPTANCE AND WARRANTY

- A. The OEM shall warrant in writing that all equipment manufactured and installed under this specification, for a period of 12 months from the date of Final Payment by the Owner, be free of defects in design, materials and workmanship, under normal use and service.
- B. The warranty shall include materials and labor necessary to correct defects. Defects shall include, but not be limited to: noisy, rough or substandard operation; loose, damaged or missing parts; and fluid leaks.
- C. Warranty Maintenance Requirements:
 1. Installer shall provide 12-month preventative maintenance service to coincide with the warranty period.
 2. Design-Builder shall provide an interim maintenance service prior to being added into the Owner's maintenance program.
 3. Interim maintenance shall start at the final equipment acceptance and at the time of issuance of the Certificate for Occupancy. Interim maintenance shall be provided for a period of 12 months.
 4. Interim maintenance shall include the following tasks:
 - a. Inspection of completed installation and periodic testing to maintain escalator in completely operable condition.

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- b. Operate each escalator at least monthly for a period of 2 hours (total on-site time). Provide monthly documentation of same to the Airport.
 - c. Provide lubrication of parts and equipment components as per OEM's recommendation. Charts shall be provided for each escalator indicating when services are provided.
 - d. Perform work without removing escalator from service during peak airport traffic periods.
 - e. Unlimited regular time callbacks shall be included with a required response time of one hour. Regular time will be Monday through Friday, 8 a.m. to 4:30 p.m., exclusive of holidays.
5. Escalator Final Service/Inspection: Approximately 2 weeks prior to the expiration of the warranty period, each escalator shall be fully serviced, lubricated, and adjusted. All controls and safety devices shall be checked. A complete CAT 1 test shall be performed.
 - a. The Airport or their designated agent(s) shall be permitted to witness this Final Inspection or perform a complete inspection.
 - b. The Airport shall be notified at least two weeks prior to scheduling this Final Inspection.
 - c. Any deficiencies identified by the Design-Builder or the Airport or their designated agent shall be corrected by the Design-Builder as necessary to bring the escalator into compliance as determined by the Airport or their designated agent.
 - d. The warranty period may be extended, at the Airport's discretion and at no additional cost to the Airport, until all deficiencies observed are fully rectified.
6. Reporting: Detailed monthly records of tasks performed shall include names of individuals performing the tasks, date and time performed, and other pertinent data. Design-Builder shall be required to conform to the requirements of the Airport's database maintenance system.

PART 2. OPERATION/PRODUCTS

2.1. MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Kone, Inc. – Model TM220
 2. Otis Elevator Co. – Model NCE 508
 3. Schindler Elevator Corp. – Model 9300AE
 4. ThyssenKrupp Elevator. – Model Tugela
 5. Approved Equal
- B. All escalators supplied under this contract shall be products of a single manufacturer.
- C. The Design-Builder shall provide equipment that meets the design intent indicated in the Contract Documents. This includes designing equipment to fit within the existing wellways and pits or within minor wellway & pit adjustments/modifications to be made by the Design-Builder subject to approval of the Airport. Modifications proposed to the pits of wellways shall be stated and described in the Bid Proposal. Truss extensions may be used if necessary.

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2.2. GENERAL DESCRIPTION

A. Escalators – NHE3255 & NHE3256

- | | |
|-------------------------------------|---|
| 1. Type: | Heavy-duty Interior Commercial Units |
| 2. Quantity: | Two (2) Single Units |
| 3. Incline: | 30 Degrees |
| 4. Step Width: | 40 inches |
| 5. Vertical Rise: | 12'-4" |
| 6. Floors Served: | Level 1 and Level 2 (Existing Building) |
| 7. Number of Intermediate Supports: | None |
| 8. Speed: | 100 FPM (nominal) |
| 9. Flat Steps: | Three (3) step, top and bottom |
| 10. Track Radius: | Upper: Minimum 4'-11" (1.5m) Lower: Minimum 3'-3 3/8" (1.0m) |
| 11. Dynamic Brake Load: | 264 lbs/step (120kg) |
| 12. Motor Duty Load: | 264 lbs/step (120kg) |
| 13. Step Chain Load: | 264 lbs/step (120kg) |
| 14. Inside Balustrade Material: | Clear low-iron tempered safety glass |
| 15. Balustrade Joints: | Perpendicular to floor level |
| 16. Deckboard and Skirt: | Stainless steel, No.4 finish |
| 17. Handrail Color: | Black |
| 18. Handrail Lighting: | Yes, LED |
| 19. Combplate Color: | Yellow |
| 20. Step Color: | Black or as selected by Architect |
| 21. Power Supply: | 480 Volts, 3 Phase, 60 Hz |

B. Electrical Requirements

1. Provide all necessary wiring for the proper operation of the equipment, beginning at the power outlets. All wiring shall be SO type hard service cord wiring and shall meet the local Electrical Code requirements.
2. Adequately support and fasten conduit, flexible metal conduit and wiring so that they do not come in contact with the escalator components in motion.
3. Provide a fused disconnect or circuit breaker switch of the proper amperage next to the controller. The disconnecting means shall be lockable in the "open" position.
4. All wiring must test free from short circuit or grounds and the insulation resistance between conductors, and conductors and ground shall be at least one megohm.
5. Mark all connections and wires by numbered adhesive waterproof labels.

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6. Given the power supply voltage, if a step-up or step-down transformer is required, provide the transformer in the escalator truss.
- C. Additional Features for all Escalators:
1. Step demarcation lighting.
 2. Emergency stop buttons.
 3. Caution signs at each landing. Engraved plate to match deck material and finish.
 4. Truss extensions to suit structural support locations.
 5. Deck guards.
 6. No visible company name or logo.
 7. Truss isolation.
 8. Oil-less step chain.
 9. Under handrail lighting.
 10. Variable speed operation (sleep mode and maintenance speed operation)
 11. Lift-Net monitoring interface provisions.
 12. System diagnostic means and instructions.

2.3. MATERIALS

A. Steel

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold- rolled, commercial quality carbon steel, complying with ASTM A1008 / A1008M, matte finish.
2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568 M-03.
3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel:

1. Type 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.
2. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in longest dimension.

C. Aluminum: Extrusions per ASTM B221: sheet and plate per ASTM B209.

D. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint.

E. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

F. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake one additional coat of enamel in the selected solid color.

2.4. ESCALATOR EQUIPMENT

A. Truss

1. General

- a. The truss shall be designed and constructed of structural steel shapes to safely carry the entire load of the escalator including all parts, together with the full capacity load, including the weight of the exterior balustrading and truss covering.
- b. Provide a permanent identification on the truss for the centerline at both ends of the escalator and in both transition curves.
- c. Design truss for a step loading of 264 lbs. and truss deflection shall not exceed 1/750 of support to support distance.
- d. Design the top of the truss to carry the drive machine and controller. The entire truss shall have a factor of safety in accordance with the requirements of the code.
- e. Design and reinforce truss for the specified rise without an intermediate support for all escalators.
- f. Provide oil-tight painted steel drip pan to the underside of the truss, along the entire length and width of the truss. Design drip pan with sufficient rigidity to support a worker.
- g. Where the truss construction includes a structural steel plate bottom section, provide a separate drip pan under the entire length of each step chain. Manufacture drip pans from galvanized 14-gauge steel
- h. Provide a 16-gauge perforated galvanized sheet steel enclosure at the top and bottom of truss sections that do not have exterior cladding but accessible from the adjacent spaces.
- i. Apply not less than two (2) coats of rust inhibiting paint or equivalent material protection.
- j. Design and construct truss to permit cladding of sides of the truss and the soffit that shall weight not more than 10.0 pounds per square feet.

2. Field Splices, Connections and Shims

- a. Field splices shall be rigid, non-deforming, and shall maintain alignment.
- b. Field modification shall not compromise the paint and corrosion protection specified above.
- c. Shims shall be Type 304 stainless steel with a maximum shim height of 2 inches.

B. Tracks

1. The tracks upon which the step rollers travel shall be constructed of drawn steel and shall be installed and supported to ensure correct alignment and smooth operation of the running gear under all conditions in both directions. All tracks shall have a smooth finish track surface and shall have means provided to positively ensure the forming of the steps before the 30-degree run and flattening of the steps to the combplates.
2. Design-Builder shall assemble and secure sections of track together for easy removal and replacement of defective sections. The system shall be adjustable, and welding of the track sections is not acceptable.

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3. The rolling surface of the track shall be a minimum thickness of 3 mm.
 4. The tracks shall be set up to provide for the following flat steps at the bottom and top prior to the 30-degree transition.
 - a. Three (3) step
 5. A second, continuous guiding profile shall be provided above the step chain rollers so that the step chains are positively guided in the area of the escalator open to passengers.
- C. Balustrades, Skirts, and Decking
1. Balustrades
 - a. Balustrades shall be manufacturer's tempered safety glass panels.
 - b. Glass balustrade panels shall be installed such that the joints are perpendicular to the floor level.
 2. Balustrade and Skirt Panels
 - a. Panels shall be a minimum of 3mm solid Type 304 stainless steel. Backing, where used, shall be noncombustible and subject to Airport approval.
 - b. Panels shall be constructed, where practical, in equal lengths of interchangeability.
 - c. Panels shall be attached to permit easy removal for inspection, lubrication, and adjustment of safety devices.
 - d. Panels shall be sized so that not more than two persons shall be required to removal a panel and without the aid of special handling equipment.
 - e. Exposed panel fastener (where used) shall be provided with tamper-proof, flathead machine screws.
 - f. Where framework to which panels are fastened is less than 1/4" thick, steel backup plates with a minimum 1/4" thickness shall be added which have tapped holes or clearance holes where necessary.
 1. Decking shall be stainless steel with minimum of 2mm thickness
 2. Provide anti-slide knobs where required by Code.
 3. Paneling, decking, and other enclosures shall be supported on a steel frame.
- D. Step Chains
1. Chain shall be endless, roller-type step chains with one on each side of step.
 2. Step chains shall be of heat-treated steel construction, supported at intervals by linkage wheels.
 3. A means to prevent steps from coming into physical contact with each other and to prevent chains from sagging or buckling shall be provided.
 4. A means to maintain constant distance between step axles shall be provided.
 5. An automatic tensioning device to maintain tension under load and to compensate for wear shall be provided. The device shall be located within the truss at the lower end.
 6. A means for individual fine adjustment of tension for each linkage shall be provided.
 7. Step chains shall be constructed to permit removal of segments as may be required for replacement purposes at a minimum of every 6-axle section. Each escalator shall have at least

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two one-axle sections.

8. Support wheels spaced to distribute load and to guide linkage throughout run shall be provided. Rollers shall be constructed of polyurethane material, with diameter sufficient to provide reliability, maintainability, smoothness of motion, and to operate within noise level requirements specified. The chain rollers shall have sealed bearings, a diameter of not less than 3 inches, and must require no additional lubrication.
9. Wheels shall be affixed to permit rapid replacement.
10. Each pair of step chains shall be a matched set within manufacturing tolerances. Only precision, roller fishplate chains of high-grade heat-treated steel shall be used as step chains. The pins, axles, bushing, and rollers shall be hardened and ground.
11. Step chain and chain pins shall be per Manufacturer's standards.
12. The minimum safety factor shall be 6.
13. A test certificate for the chain-breaking load shall be provided.
14. A shielding device shall be provided to protect chain, track guides, and rollers against water, dirt, and debris.

E. Steps

1. The step to skirt gap shall comply with the requirements of the Building Code.
2. The entire step assembly shall be unpainted natural aluminum finish or treated with not less than one coat of zinc chromate primer or iron phosphate and one coat of powder coated enamel for corrosion resistance.
3. Steps and their various attachments shall permit removal of steps without disturbing balustrades.
4. The design shall permit the running of the drive without steps for convenience in cleaning and inspection.
5. Step rollers shall have polyurethane tires on hubs, sealed roller bearings, and a diameter of no less than 3 inches. Step rollers shall not require any additional lubrication and must be rated for severe, heavy-duty service.
6. Steps shall be constructed to be driven by step linkages to step or step rollers.
7. Washers and nuts shall be provided as follows:
 - a. Tap bolts: Lock washers
 - b. Through bolts: Lock nuts or Airport approved equal
 - c. Rated Loads: 264 lbs/step
8. In addition to the minimum requirements given in the Codes, Design-Builder shall design the steps for a minimum load as required by this specification.
9. The steps shall carry the load under maximum concentric and eccentric loading conditions without distortion.
10. Design-Builder shall perform dynamic testing, witnessed by Airport representatives if requested, at the Design-Builder's expense to verify the structural strength and serviceability requirements.

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F. Combplates

1. Complete assemblies of wear resisting, non-corrosive metal material with exposed anti-slip surfaces shall be provided.
2. Combplate sections shall adhere to the following requirements
 - a. Shall be removable to permit ease of replacement.
 - b. Shall be yellow in color
 - c. Shall have not less than three (3) and no more than seven (7) complete sections per complete assembly.
 - d. The comb shall have closely spaced teeth arranged so that the step treads shall pass between them with minimum clearance.
 - e. The combplates shall be adjustable both horizontally and vertically

G. Floorplates

1. Shall have Type 304 stainless steel frames at floor openings, designed to be supported on truss heads.
2. Shall be designed to cover entire area of upper and lower landings as indicated.
3. Shall be reinforced, as necessary, to be rigid and able to withstand a live load of two hundred and fifty (250) pounds per square foot with zero permanent deformation.
4. Shall be extruded of die cast aluminum in a ribbed pattern transverse to the escalator axis. Ribs shall be designed to provide maximum traction and will be finished in the same manner as the combplates.
5. Shall have exposed portions constructed of material and finish to harmonize with steps and combplates.

H. Handrails

1. Handrails shall receive their motion from main escalator drive through direct gearing and drive shaft or drive chains, so that handrail and steps operate at the same speed in each direction of travel. Driving and guiding wheels shall have a groove to accept the wedge on the underside of the handrail.
2. A means to take up handrail slack using a tensioning device, where required, shall be located within escalators. In addition, an approved method of releasing the device for repair or removal of handrails shall be provided pre tensioning of handrail shall be considered unacceptable.
3. Newels meeting the following requirements shall be provided:
 - a. Newels shall be designed and constructed so that handrail shall return into newel end at a point inconspicuous and difficult for passengers to reach.
 - b. Handrails, handrail drive system, and guides shall be so designed and installed that handrail cannot be thrown off or is engaged while running, and special design attention shall be given to area where handrail passes from drive system to guides.
 - c. Handrail rollers shall have sealed bearings rated at ABMA L10, 100,000 hours and have provision for retention of lubricant to ensure satisfactory lubrication and operation. Additional lubrication shall not be required.

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- d. Friction drive sheaves and idlers shall be designed and positioned so that lubricant cannot reach surface of handrail. Marking and spotting of handrail by drive equipment shall not be permitted. Provide sealed bearings rated at ABMA L10, 100,000 hours.
 - e. Handrails shall be constructed of laminated, steel, wire mesh, or steel cable reinforced, flexible elastomer material vulcanized into an integral, seamless, smooth handrail resistant to environmental conditions. A V-shaped underside design shall be used, providing a more positive drive.
 - f. Handrail color shall be black.
 - g. Handrail guides shall be continuous on exposed portion of handrails, constructed of Type 304 stainless steel which shall not subject to corrosion nor pitting, and shall have a polished or specially coated, permanent finish to minimize frictional wear to under surface of handrail. On the unexposed portion, guiding shall be by adjustable rollers having sealed bearings, and set so as not to cause wear on the handrail.
 - h. Provide synthetic slider material.
 - i. Handrail gearbox, if provided, shall have bearings rated at ABMA L10, 200,000 hours.
- I. Driving Machine and Motor
- 1. Motor and drive mechanism shall be mounted within the truss envelope and step bank at the upper end. Shafts shall be designed for ease of assembly or disassembly.
 - 2. Gear Box Requirements:
 - a. Gear bearings shall be rated with an ABMA L10 life of 200,000 hours and housed in an oil tight, dust proof case provided with a sight glass or dipstick method of determining oil level in the case. The case shall provide a convenient method of draining the oil.
 - b. Use synthetic lubricants, subject to Airport approval, are used.
 - c. The assembly shall have no openings in order to minimize accumulation of dust and debris.
 - d. Rotating parts shall be provided with a means for lubrication and retention of lubricants.
 - e. Sealed bearings shall be used in those environmental conditions where entry of water or dust may adversely affect bearing performance
 - f. Exposed, moving, drive elements shall be protected by sealed metal housings, which shall provide continuous lubrication to components.
 - g. Provide a low oil sensor to prohibit starting of the escalator on automatic operation with low oil in the gear case.
 - 3. V-belt and tooth belt drives shall not be considered acceptable. If chain drives are used, they shall be protected against dirt and water by sealed housings and shall have an automatic lubricating device and a means of taking up any slack in the chain.
 - 4. Main drive bearings shall be rated for ABMA L10, 200,000 hours.
 - 5. Variable Speed Operation: An auxiliary drive or necessary software shall be installed to allow variation of speed after start-up. The operating speed should automatically be reduced after a

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field adjustable amount of time when compliant sensors do not detect persons at either end of the escalator. The design should meet applicable Code requirements identified in Section 6.1.4.1.2 of ASME A17.1 as approved by the State of New Hampshire Code Authority, and conform to the following minimum requirements:

- a. The acceleration and deceleration rates shall not exceed 1.0 ft/s².
- b. The rated speed is not exceeded.
- c. The minimum speed shall be not less than 10 fpm.
- d. The speed shall not automatically vary during inspection operation.
- e. Automatic deceleration shall not occur before a period of time has elapsed, since the last passenger detection that is greater than three times the amount of time necessary to transfer a passenger between landings.
- f. Means shall be provided to detect failure of the passenger detection means from external sensors and shall cause the escalator to operate at full speed only.

J. Brake

1. Motor Brake

- a. Brake shall be capable of stopping and holding a descending escalator with a load on the exposed steps in the incline area of:
 1. 40" step: 264 lb.
- b. The brake coil shall be insulated to class F.
 1. A monitor shall be provided, and if brake lining becomes insufficient for safe usage, restart of escalator shall be prevented.

2. Step Band Lock

- a. Shall be manually applied and mechanically engaged to prevent movement of linkages while escalator is disconnected from its power supply.
- b. Electrical interlock that shall prevent escalator drive motors from starting while step band lock is engaged shall be provided.

K. Controllers

1. The escalator control equipment shall contain diagnostic capabilities as required for the ease of complete maintenance. The diagnostic system shall be an integral part of the controller and provide user-friendly interaction between the service person and the controls. All such systems shall be free from decaying circuits that must be periodically reprogrammed by the manufacturer.
2. Switch gear shall be mounted in NEMA 4X cabinets with strip heaters and labeled terminal strips.
3. The main controller shall be manufacturer standard controller. Design-Builder shall provide one year of free replacement parts and labor to the Owner. In addition, Design-Builder shall provide the Owner a complete list of replacement parts, their associated costs, and source for future third party maintenance if elected by Owner. In addition, Design-Builder shall provide the Owner with all tools, software, and devices for the complete speed and efficient maintenance of the escalators.

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4. The Programmable Controller shall have one dedicated serial port, which supports RS-232-C signals. It shall be accessible in ladder logic and provide support for Point to Point and Slave SCADA communication protocol systems. Alternatively, it must be usable for programming purposes or for access to remote programmers via modems.
5. The main control switchgear shall contain at least the following devices:
 - a. Lockable main switch thermal and magnetic motor protection starter for up and down travel, hour counter, auxiliary contactors, phase failure device, phase sequence monitor, and ground fault monitor.
 - b. The controller cabinet shall contain a permanently mounted fault indicator board with indicator lights. Each group of safety devices shall be connected to one (1) signal lamp.
 - c. The indication shall be locked automatically. Reset shall be done by a separate switch installed in the controller. The emergency stop shall not be locked.
 - d. All terminals shall have identification markings and all cables shall be provided with cable markers.
 - e. The controller shall be equipped with an AC induction motor reduced voltage starter; installed in line between the standard type contactor and the drive motor. The starter shall be solid state, capable of starting motors smoothly and gradually, reducing inrush current and mechanical shock upon start up. Adjustable settings for accelerating time and starting torque shall be provided. The starter shall also contain auxiliary contacts and a thermal overload relay for motor protection.
 - f. Maintenance Receptacles: Electric power receptacles shall be furnished and installed in the upper and lower pits. Each receptacle shall be of the GFCI duplex type, waterproof, grounded, and rated for one hundred and twenty (120) Volts at twenty (20) Amperes. The receptacles in the pits shall be surface mounted on the walls, not less than thirty (30) inches from the floor.
 - g. Relays shall be provided with visual indication that they are energized.
 - h. Adjustable settings for accelerating time and starting torque shall be provided. The starter shall also contain auxiliary contacts and a thermal overload relay for motor protection.
6. Provide all safety devices required by Code, including but not limited to the following:
 - a. Broken drive chain/drive belt
 - b. Overspeed governor
 - c. Skirt obstruction
 - d. Reversal stop
 - e. Step up-thrust
 - f. Handrail speed
 - g. Missing step
 - h. Step level
 - i. Handrail entry

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- j. Combplate impact
- k. Stop switch

L. Lubrication Requirements:

1. Provide each moving part of the escalator installation with a self-oiling bearing with provisions for greasing or with grease-gun connections suited to a pressure gun for distributing heavy oil or light grease. All grease gun connections shall be of the same type to fit the gun. All points of lubrication shall be readily accessible.

M. Starting Stations

1. Provide a start switch mounted fixture located at the upper and lower landings as directed by Code. The switch shall be of the spring return key type, and monetary movement in either direction shall determine the direction of travel.
2. The start switch shall be interconnected through the controller so that the escalator is brought to a complete stop before direction of travel can be changed.

N. Emergency Stop Station

1. Provide a red stop button at the top and bottom landing where directed by Code. Enclose the button with a lift-up 1/4" thick plastic cover. When the cover is lifted an audible alarm shall sound with an intensity of 80 dBa minimum at the button location. Cover markings shall conform to the requirements of the Code.
2. Locate the stop button in the newel, provide clearly and permanently identified switch positions.
3. The operation of the switch shall cause the disconnection of the power supply from the driving machine.
4. Arrange the controls to automatically shut down the escalator upon receiving alarm signal from smoke detectors, water flow switches and other safety devices as described by Code.
5. Provide a port under the emergency stop station for a hand-held diagnostic/service tool. The port shall be used to access fault/alarm data.

O. Skirt Brushes

1. Provide nylon brush deflectors fastened to the skirt/balustrade trim on each side of the escalator. Brush assemblies shall have replaceable dual nylon brushes in an extruded aluminum channel, or an integral one-piece molded rubber channel.
2. Brushes shall be secured to skirt panels in accordance with the requirements of ASME A17.1 and the manufacturer's instructions. Joints of brush sections shall coincide with skirt panel joints.

P. Lighting

1. A green demarcation light shall be located below the steps at the entrance to the escalator so that the break in the steps, as they start to form, is clearly visible.
 - a. The lights shall be U.L. labeled suitable for wet locations.
2. Provide LED continuous lighting under the escalator handrails.
3. Provide skirt lighting along the entire length of the skirt.

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Q. Deck Barrier Guards

1. Provide 1/2" thick laminated glass solid protective guards between balustrades and between balustrade and the adjoining structure with stainless trim and mounting hardware as directed by the Architect.

R. Intersection (Apex) Guards

1. Provide Plexiglas intersection (apex) guards in accordance with the Code.

S. Caution Signs

1. Post caution signs at top and bottom ends of the escalators as prescribed by the Code.

T. Nameplates and Logos

1. No nameplates or logos are permitted where they can be seen by the general public

PART 3. EXECUTION

3.1. EXAMINATION

- A. Prior to beginning installation of equipment, examine wellway and pit areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

3.2. INSTALLATION

- A. Install all equipment in accordance with Design-Builder's instructions, referenced codes, specification, and approved submittals.
- B. Install all equipment so it may be easily removed for maintenance and repair.
- C. Install all equipment for ease of maintenance.
- D. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- E. Remove oil, grease, scale, and other foreign matter from the equipment and apply one coat of field-applied machinery enamel.
 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 2. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.
- F. Clean all architectural finishes and replace or restore any surfaces damaged during construction to like new condition.

3.3. FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of escalator installation and before permitting escalator use, perform acceptance tests as required and recommended by ASME A17.1 and by governing regulations and agencies.

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- B. Operating Test: Load escalator to rated capacity and operate continuously for thirty minutes over full travel distance. Record temperature rise of escalator machine during thirty-minute test period. Record failure to perform as required.
- C. Advise Owner, Architect, and AHJs in advance of dates and times that tests are to be performed on escalators.

3.4. ADJUSTING

- A. Track Alignment: Re-align factory installed tracks if required to ensure continuous 4-point contact with step and chain rollers. Secure joints without gaps and file any irregularities to a smooth surface.
- B. Lubricate all equipment in accordance with Design-Builder's instructions.
- C. Adjust motors, brakes, controllers, stopping switches, and safety devices to achieve required performance levels.
- D. Adjust brakes and controlled descent devices to stop escalator with variable load. Drive machine brakes shall stop the down running escalator at a rate no greater than three feet/second².
- E. Adjust handrail speed to coincide with step speed.

3.5. CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- B. Remove all loose materials and filings resulting from work.
- C. Clean truss interior, and pit.
- D. Clean balustrades, deck boards, skirt panels, operating and signal fixtures, and trim.

3.6. TEST RESULTS

- A. Review procedure shall apply for individual escalators, portions of groups of escalators, and completed groups of escalators accepted on an interim basis or escalators and groups of escalators completed, accepted, and placed into operation.
- B. Design-Builder shall perform review and evaluation of all aspects of its work prior to requesting Airport's final review. Work shall be considered ready for Airport's final contract compliance review when all Design-Builder's tests are complete and all elements of work or a designated portion thereof are in place and escalator or groups of escalators are deemed ready for service as intended.
- C. Furnish labor, materials, and equipment necessary for Airport's review. Notify Airport a minimum of five working days in advance when ready for final review of escalator or group.
- D. Equipment and Instruments: Furnish equipment and instruments to perform required tests. The following instruments may be necessary to complete the tests:
 - 1. Multi meter
 - 2. 500 Volt Megger
 - 3. Alternating-current voltmeter and ammeter
 - 4. Celsius-calibrated thermometers (two minimum)
 - 5. Precision tachometer

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6. Decibel meter for noise test
- E. Airport's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Design-Builder for corrective action. Airport's review shall include as a minimum:
 1. Workmanship and equipment compliance with Contract Documents.
 2. Contract speed and performance comply with Contract Documents.
 3. Performance of following is satisfactory:
 - a. Starting and running
 - b. Stopping
 - c. Controlled descent
 - d. Equipment noise levels
 - e. Signal and operating devices
 - f. Overall ride quality
 - g. Handrail speed
 - h. Operations of safety devices
 4. Operating Tests:
 - a. Overspeed Protection Device: Test by operating at rated speed, tripping overspeed device manually.
 - b. Handrail-Tension Device: Test manually.
 - c. Broken Drive Chain Devices: Test by operating at rated speed, tripping broken chain device manually.
 5. Test Results
 - a. In all test conditions obtain specified contract speed, handrail speed, controlled descent, performance, stopping, ride quality, and operation noise levels to satisfaction of Purchaser and Airport. Tests shall be conducted under both no load and full load condition.
 - b. Temperature rise in motor windings limited to 50° Celsius above ambient.
 6. Performance Guarantee: Should Airport's review identify defects, poor workmanship, variance, or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Design-Builder shall complete corrective work in an expedient manner to satisfaction of Purchaser and Airport at no cost as follows:
 - a. Replace equipment which does not meet code or Contract Document requirements.
 - b. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
 - c. Perform retesting required by Governing Code Authority, Purchaser, and Airport.
 7. A follow-up final contract compliance review shall be performed by Airport after notification by Design-Builder that all deficiencies have been corrected. Provide Airport with copies of the initial deficiency report marked to indicate items which Design-Builder considers

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complete.

3.7. PURCHASER'S INFORMATION

- A. Provide three sets of neatly bound or in CD-ROM format with written information necessary for proper maintenance and adjustment of equipment within thirty days following final acceptance. Final retention will be withheld until data is received by Purchaser and reviewed by Airport. Include the following as minimums:
1. Straight-line wiring diagrams of "as-installed" escalator circuits with index of location and function of components. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Purchaser's property.
 2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or to test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 3. Lubrication instructions, including recommended grade of lubricants.
 4. Parts catalogs for all replaceable parts including ordering forms and instructions.
 5. Four sets of keys for all switches and control features properly tagged and marked.
 6. Diagnostic equipment complete with access codes, adjuster's manuals and set-up manuals for adjustment, diagnosis and troubleshooting of escalator system, and performance of routine safety tests.

3.8. DEMONSTRATION

- A. Engage a factory-authorized service representative to train Airport's maintenance personnel to operate escalator.
- B. Check operation of each escalator with Airport's personnel present and before date of Substantial Completion. Determine that operation systems and devices are functioning properly.

END OF SECTION 143100

**Manchester - Boston Regional Airport
City of Manchester - Department of Aviation**

**Elevators & Escalators Maintenance and
Replacement Project**

TECHNICAL SPECIFICATIONS

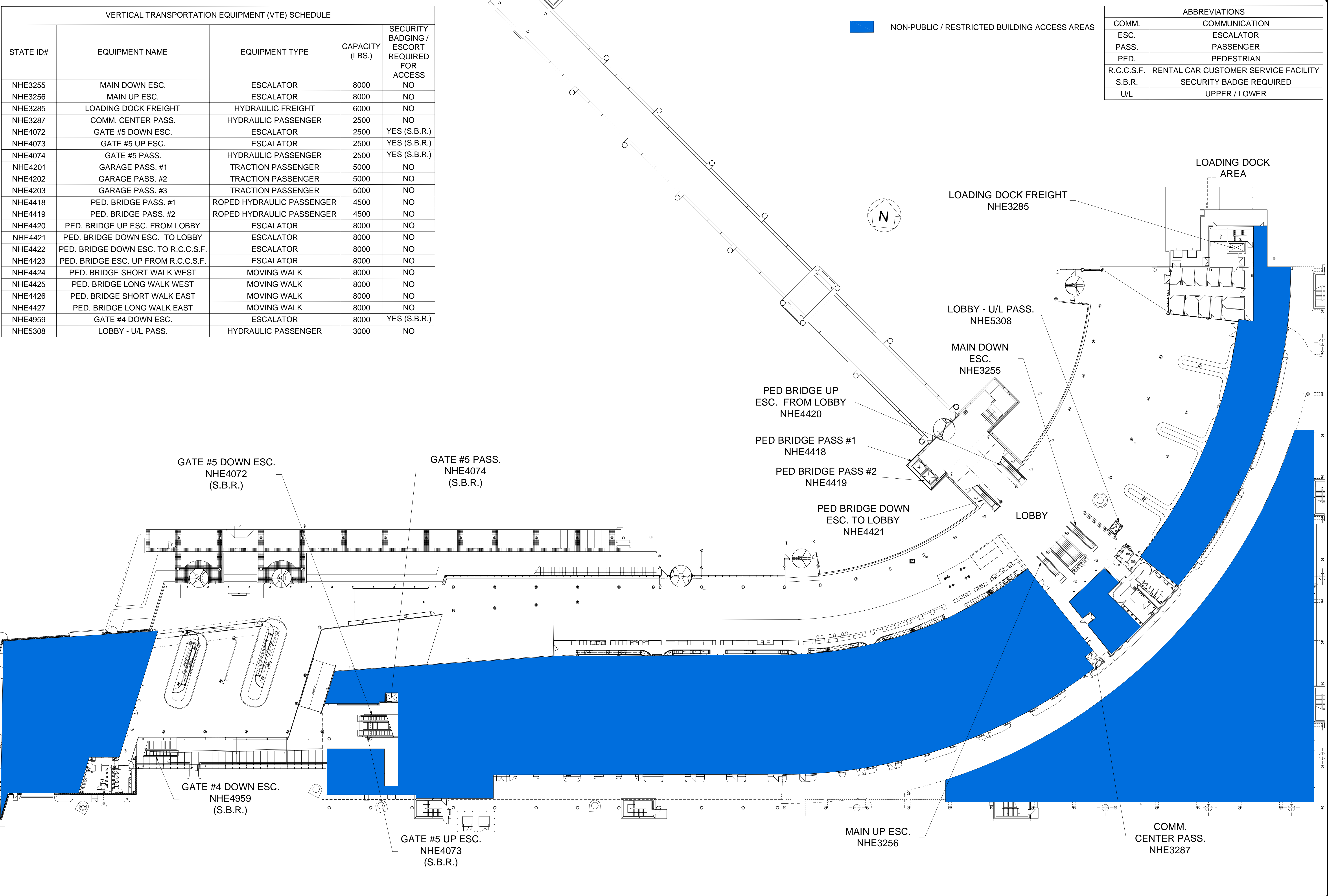
APPENDIX A



APRIL 2020

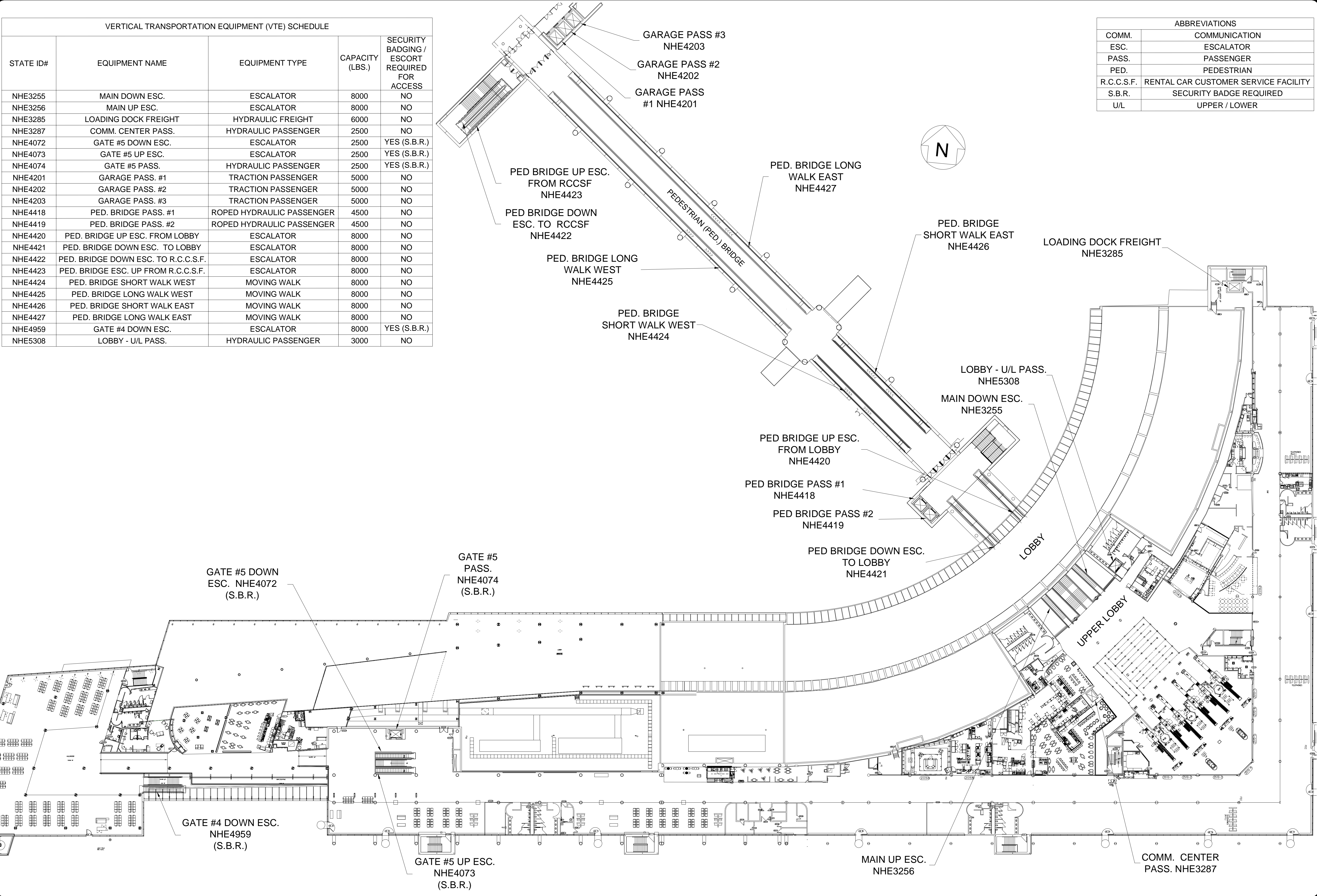
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| VERTICAL TRANSPORTATION EQUIPMENT (VTE) SCHEDULE | | | | |
|--|-------------------------------------|---------------------------|-----------------|---|
| STATE ID# | EQUIPMENT NAME | EQUIPMENT TYPE | CAPACITY (LBS.) | SECURITY BADGING / ESCORT REQUIRED FOR ACCESS |
| NHE3255 | MAIN DOWN ESC. | ESCALATOR | 8000 | NO |
| NHE3256 | MAIN UP ESC. | ESCALATOR | 8000 | NO |
| NHE3285 | LOADING DOCK FREIGHT | HYDRAULIC FREIGHT | 6000 | NO |
| NHE3287 | COMM. CENTER PASS. | HYDRAULIC PASSENGER | 2500 | NO |
| NHE4072 | GATE #5 DOWN ESC. | ESCALATOR | 2500 | YES (S.B.R.) |
| NHE4073 | GATE #5 UP ESC. | ESCALATOR | 2500 | YES (S.B.R.) |
| NHE4074 | GATE #5 PASS. | HYDRAULIC PASSENGER | 2500 | YES (S.B.R.) |
| NHE4201 | GARAGE PASS. #1 | TRACTION PASSENGER | 5000 | NO |
| NHE4202 | GARAGE PASS. #2 | TRACTION PASSENGER | 5000 | NO |
| NHE4203 | GARAGE PASS. #3 | TRACTION PASSENGER | 5000 | NO |
| NHE4418 | PED. BRIDGE PASS. #1 | ROPED HYDRAULIC PASSENGER | 4500 | NO |
| NHE4419 | PED. BRIDGE PASS. #2 | ROPED HYDRAULIC PASSENGER | 4500 | NO |
| NHE4420 | PED. BRIDGE UP ESC. FROM LOBBY | ESCALATOR | 8000 | NO |
| NHE4421 | PED. BRIDGE DOWN ESC. TO LOBBY | ESCALATOR | 8000 | NO |
| NHE4422 | PED. BRIDGE DOWN ESC. TO R.C.C.S.F. | ESCALATOR | 8000 | NO |
| NHE4423 | PED. BRIDGE ESC. UP FROM R.C.C.S.F. | ESCALATOR | 8000 | NO |
| NHE4424 | PED. BRIDGE SHORT WALK WEST | MOVING WALK | 8000 | NO |
| NHE4425 | PED. BRIDGE LONG WALK WEST | MOVING WALK | 8000 | NO |
| NHE4426 | PED. BRIDGE SHORT WALK EAST | MOVING WALK | 8000 | NO |
| NHE4427 | PED. BRIDGE LONG WALK EAST | MOVING WALK | 8000 | NO |
| NHE4959 | GATE #4 DOWN ESC. | ESCALATOR | 8000 | YES (S.B.R.) |
| NHE5308 | LOBBY - U/L PASS. | HYDRAULIC PASSENGER | 3000 | NO |



| ABBREVIATIONS | |
|---------------|--------------------------------------|
| COMM. | COMMUNICATION |
| ESC. | ESCALATOR |
| PASS. | PASSENGER |
| PED. | PEDESTRIAN |
| R.C.C.S.F. | RENTAL CAR CUSTOMER SERVICE FACILITY |
| S.B.R. | SECURITY BADGE REQUIRED |
| U/L | UPPER / LOWER |

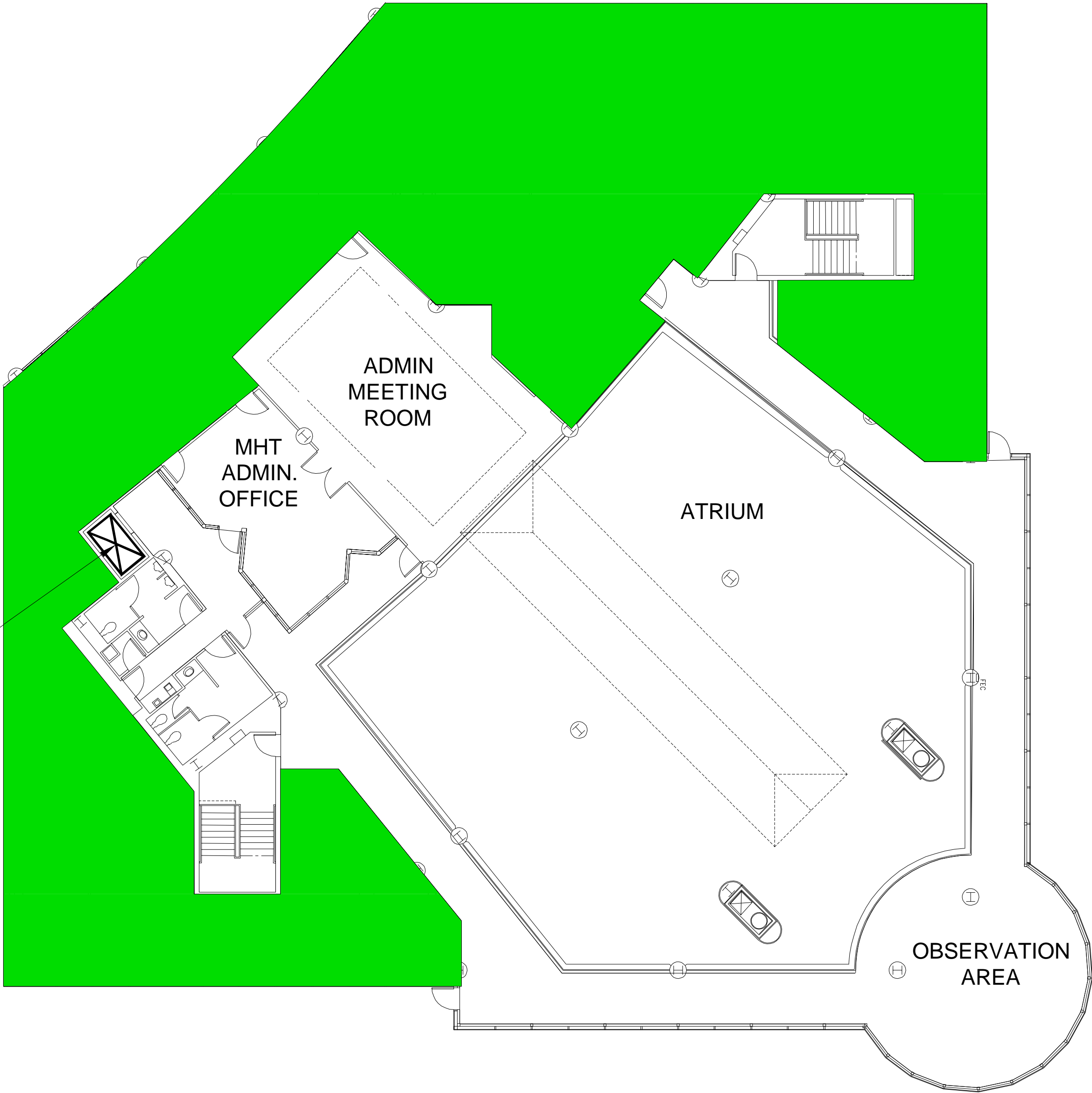
| VERTICAL TRANSPORTATION EQUIPMENT (VTE) SCHEDULE | | | | |
|--|-------------------------------------|---------------------------|-----------------|---|
| STATE ID# | EQUIPMENT NAME | EQUIPMENT TYPE | CAPACITY (LBS.) | SECURITY BADGING / ESCORT REQUIRED FOR ACCESS |
| NHE3255 | MAIN DOWN ESC. | ESCALATOR | 8000 | NO |
| NHE3256 | MAIN UP ESC. | ESCALATOR | 8000 | NO |
| NHE3285 | LOADING DOCK FREIGHT | HYDRAULIC FREIGHT | 6000 | NO |
| NHE3287 | COMM. CENTER PASS. | HYDRAULIC PASSENGER | 2500 | NO |
| NHE4072 | GATE #5 DOWN ESC. | ESCALATOR | 2500 | YES (S.B.R.) |
| NHE4073 | GATE #5 UP ESC. | ESCALATOR | 2500 | YES (S.B.R.) |
| NHE4074 | GATE #5 PASS. | HYDRAULIC PASSENGER | 2500 | YES (S.B.R.) |
| NHE4201 | GARAGE PASS. #1 | TRACTION PASSENGER | 5000 | NO |
| NHE4202 | GARAGE PASS. #2 | TRACTION PASSENGER | 5000 | NO |
| NHE4203 | GARAGE PASS. #3 | TRACTION PASSENGER | 5000 | NO |
| NHE4418 | PED. BRIDGE PASS. #1 | ROPED HYDRAULIC PASSENGER | 4500 | NO |
| NHE4419 | PED. BRIDGE PASS. #2 | ROPED HYDRAULIC PASSENGER | 4500 | NO |
| NHE4420 | PED. BRIDGE UP ESC. FROM LOBBY | ESCALATOR | 8000 | NO |
| NHE4421 | PED. BRIDGE DOWN ESC. TO LOBBY | ESCALATOR | 8000 | NO |
| NHE4422 | PED. BRIDGE DOWN ESC. TO R.C.C.S.F. | ESCALATOR | 8000 | NO |
| NHE4423 | PED. BRIDGE ESC. UP FROM R.C.C.S.F. | ESCALATOR | 8000 | NO |
| NHE4424 | PED. BRIDGE SHORT WALK WEST | MOVING WALK | 8000 | NO |
| NHE4425 | PED. BRIDGE LONG WALK WEST | MOVING WALK | 8000 | NO |
| NHE4426 | PED. BRIDGE SHORT WALK EAST | MOVING WALK | 8000 | NO |
| NHE4427 | PED. BRIDGE LONG WALK EAST | MOVING WALK | 8000 | NO |
| NHE4959 | GATE #4 DOWN ESC. | ESCALATOR | 8000 | YES (S.B.R.) |
| NHE5308 | LOBBY - U/L PASS. | HYDRAULIC PASSENGER | 3000 | NO |



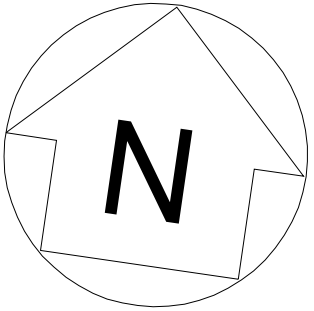
| ABBREVIATIONS | |
|---------------|--------------------------------------|
| COMM. | COMMUNICATION |
| ESC. | ESCALATOR |
| PASS. | PASSENGER |
| PED. | PEDESTRIAN |
| R.C.C.S.F. | RENTAL CAR CUSTOMER SERVICE FACILITY |
| S.B.R. | SECURITY BADGE REQUIRED |
| U/L | UPPER / LOWER |

| VERTICAL TRANSPORTATION EQUIPMENT (VTE) SCHEDULE | | | | |
|--|-------------------------------------|---------------------------|-----------------|---|
| STATE ID# | EQUIPMENT NAME | EQUIPMENT TYPE | CAPACITY (LBS.) | SECURITY BADGING / ESCORT REQUIRED FOR ACCESS |
| NHE3255 | MAIN DOWN ESC. | ESCALATOR | 8000 | NO |
| NHE3256 | MAIN UP ESC. | ESCALATOR | 8000 | NO |
| NHE3285 | LOADING DOCK FREIGHT | HYDRAULIC FREIGHT | 6000 | NO |
| NHE3287 | COMM. CENTER PASS. | HYDRAULIC PASSENGER | 2500 | NO |
| NHE4072 | GATE #5 DOWN ESC. | ESCALATOR | 2500 | YES (S.B.R.) |
| NHE4073 | GATE #5 UP ESC. | ESCALATOR | 2500 | YES (S.B.R.) |
| NHE4074 | GATE #5 PASS. | HYDRAULIC PASSENGER | 2500 | YES (S.B.R.) |
| NHE4201 | GARAGE PASS. #1 | TRACTION PASSENGER | 5000 | NO |
| NHE4202 | GARAGE PASS. #2 | TRACTION PASSENGER | 5000 | NO |
| NHE4203 | GARAGE PASS. #3 | TRACTION PASSENGER | 5000 | NO |
| NHE4418 | PED. BRIDGE PASS. #1 | ROPED HYDRAULIC PASSENGER | 4500 | NO |
| NHE4419 | PED. BRIDGE PASS. #2 | ROPED HYDRAULIC PASSENGER | 4500 | NO |
| NHE4420 | PED. BRIDGE UP ESC. FROM LOBBY | ESCALATOR | 8000 | NO |
| NHE4421 | PED. BRIDGE DOWN ESC. TO LOBBY | ESCALATOR | 8000 | NO |
| NHE4422 | PED. BRIDGE DOWN ESC. TO R.C.C.S.F. | ESCALATOR | 8000 | NO |
| NHE4423 | PED. BRIDGE ESC. UP FROM R.C.C.S.F. | ESCALATOR | 8000 | NO |
| NHE4424 | PED. BRIDGE SHORT WALK WEST | MOVING WALK | 8000 | NO |
| NHE4425 | PED. BRIDGE LONG WALK WEST | MOVING WALK | 8000 | NO |
| NHE4426 | PED. BRIDGE SHORT WALK EAST | MOVING WALK | 8000 | NO |
| NHE4427 | PED. BRIDGE LONG WALK EAST | MOVING WALK | 8000 | NO |
| NHE4959 | GATE #4 DOWN ESC. | ESCALATOR | 8000 | YES (S.B.R.) |
| NHE5308 | LOBBY - U/L PASS. | HYDRAULIC PASSENGER | 3000 | NO |

COMM. CENTER
PASS. NHE3287



NON-PUBLIC / RESTRICTED BUILDING ACCESS AREAS




| ABBREVIATIONS | |
|---------------|--------------------------------------|
| COMM. | COMMUNICATION |
| ESC. | ESCALATOR |
| PASS. | PASSENGER |
| PED. | PEDESTRIAN |
| R.C.C.S.F. | RENTAL CAR CUSTOMER SERVICE FACILITY |
| S.B.R. | SECURITY BADGE REQUIRED |
| U/L | UPPER / LOWER |



MANCHESTER • BOSTON
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www.flymanchester.com



1155 ELM ST #401,
MANCHESTER, NH 03101
http://www.aecom.com

Manchester • Boston Regional Airport
Manchester, New Hampshire

Vertical Transportation Equipment (VTE) Location Diagram
3rd Level

SCALE: nts

FIGURE: 3

DATE: 3/20/18

GENERAL NOTES:

ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)

1.

ALL WORK SHALL CONFORM TO THE FOLLOWING:

A.

ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAAG), 2010 EDITION.

B.

ANSI Z97.1 - SAFETY GLAZING MATERIALS USED IN BUILDINGS-SAFETY PERFORMANCE SPECIFICATIONS AND METHODS OF TEST.

C.

ASME A17.1 - SAFETY CODE FOR ELEVATORS AND ESCALATORS, 2013

D.

ASME A17.2 - GUIDE FOR INSPECTION OF ELEVATORS, ESCALATORS AND MOVING WALKWAYS, 2012

E.

ASME A17.5 - ELEVATOR AND ESCALATOR ELECTRICAL EQUIPMENT

F.

INTERNATIONAL BUILDING CODE (IBC) 2015

G.

NFPA 13 - INSTALLATION OF SPRINKLER SYSTEMS

H.

NFPA 70 - NATIONAL ELECTRIC CODE

I.

NFPA 72 - NATIONAL FIRE ALARM AND SIGNALING CODE

J.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

K.

RSA 157-B - ELEVATOR AND ACCESSIBILITY LIFT LAW

K.

NEW HAMPSHIRE ADMINISTRATIVE RULE CHAPTER LAB 1300 ELEVATORS

2.

REFER TO TECHNICAL SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS.

3.

THE DESIGN-BUILDER SHALL KEEP ALL EQUIPMENT, PARTS OF THE BUILDING, EXTERIOR SPACE, ADJACENT STREETS, SIDEWALKS AND PAVEMENT FREE FROM MATERIALS AND DEBRIS RESULTING FROM THE EXECUTION OF THIS TO ACCUMULATE EITHER ON THE INTERIOR OR EXTERIOR OF THE FACILITY.

4.

DESIGN-BUILDER SHALL PROVIDE TEMPORARY LIGHTING IN THE WORK AREA AT NO ADDITIONAL COST TO THE AIRPORT. POWER SOURCE LOCATION TO BE DETERMINED BY THE AIRPORT.

5.

ANY DAMAGE TO THE SURROUNDING WALLS, FLOORS, CEILINGS, OR ANY PART OF THE BUILDING OR EQUIPMENT CAUSED BY THE WORK OF THE DESIGN-BUILDER SHALL BE RESTORED, REPAIRED, AND/OR REPLACED TO THE SATISFACTION OF THE AIRPORT AT NO ADDITIONAL COST TO THE AIRPORT.

6.

ALL WORK SHALL BE PERFORMED SO AS TO CAUSE THE LEAST POSSIBLE INCONVENIENCE AND DISTURBANCE TO THE FACILITY OPERATION. REFER TO CONTRACT DOCUMENTS FOR HOURS OF WORK.

7.

DESIGN-BUILDER SHALL PERFORM CLEAN UP OF ALL REFUSE, RUBBISH, SCRAP MATERIALS, AND DEBRIS CAUSED BY THE WORK ON A DAILY BASIS.

8.

THERE SHALL BE NO MANUFACTURER'S IDENTIFYING BRANDING DISPLAYED ON INSTALLED ELEVATORS OR ESCALATORS.
- SURVEY NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

DESIGN-BUILDER SHALL SUBMIT PHOTOGRAPHS OF THE AREA WHERE WORK IS TO BE PERFORMED PRIOR TO START OF WORK. THESE PHOTOGRAPHS SHALL BE SUBMITTED TO THE AIRPORT FOR RECORD. MINIMALLY, SURROUNDING ADJACENT WALL AND CEILING AREAS, FLOORS AND ALL OTHER APPLICABLE AREAS WHERE WORK IS TO OCCUR.

2.

DESIGN-BUILDER SHALL SUBMIT DETAILED SURVEYS OF ALL UNITS PRIOR TO START OF WORK. THESE SURVEYS SHALL BE SUBMITTED TO THE AIRPORT FOR RECORD.
- STRUCTURAL NOTES:
- ESCALATORS (NHE3255 & NHE3256)
1.

PROVIDE ADEQUATE TRUSS SUPPORTS INCLUDING BEARING PLATES WHERE CONCRETE BEAMS ARE USED. TOP OF SUPPORTS MUST BE SMOOTH AND CLEAR OF BOLTS AND ANY OTHER OBSTRUCTIONS ACROSS THE FULL WIDTH OF THE ESCALATOR.

2.

NO WALLS OR OTHER BUILDING LOADS TO BE SUPPORTED BY THE TRUSS.

3.

WHERE APPLICABLE, INTERMEDIATE SUPPORT LOCATION(S) TO BE FIELD VERIFIED PRIOR TO FABRICATION.
- DEMOLITION NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO THE START OF WORK AND PRIOR TO FABRICATION OF EQUIPMENT.

2.

REMOVE ALL RUBBISH AND DEMOLISH DEBRIS FROM THE SITE.

3.

DISPOSE OF ALL RUBBISH AND DEMOLITION OF DEBRIS IN A LEGAL MANNER AND IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL LAWS.

4.

COORDINATE GENERAL CONSTRUCTION DEMOLITION WITH STRUCTURAL, MECHANICAL AND ELECTRICAL WORK.

5.

CUT ALL OPENINGS IN THE EXISTING STRUCTURE FOR WORK BY OTHER TRADES.

6.

NOTIFY THE AIRPORT BEFORE PROCEEDING WITH ANY DEMOLITION WHICH INTERFERES WITH FIRE PROTECTION AND SECURITY EQUIPMENT.

7.

DEMOLISH ALL EXISTING FIXTURES AND ANY OTHER ELECTRICALLY DRIVEN COMPONENTS INTERNAL AND EXTERNAL TO THE ELEVATOR EQUIPMENT AND ALL BRANCH CIRCUIT WIRING FOR THESE FIXTURES AND COMPONENTS.
- BARRICADE NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

FULL WORK AREA BARRICADES AND DUST CONTAINMENT SHIELDING/MEASURES SHALL BE MAINTAINED BY THE DESIGN-BUILDER AT ALL TIMES. DESIGN-BUILDER SHALL SUBMIT SKETCHES AND DESCRIPTIONS OF BARRICADES AND DUST SHIELDING TO THE AIRPORT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

2.

ALL BARRICADES SHALL MEET ELEVATOR INDUSTRY FIELD EMPLOYEES' SAFETY HANDBOOK, AS APPLICABLE.

3.

ALL BARRICADES SHALL MEET OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) PART 29 CFR MINIMUM REQUIREMENTS FOR
- ACCESS AND SAFETY.
4.

BARRICADES SHALL BE PROVIDED AT ALL ENTRY POINTS AT BOTH UPPER AND LOWER ENDS OF THE ESCALATORS AND ALONG INCLINED SECTIONS WHERE WORK IS BEING PERFORMED.

5.

ALL BARRICADES SHALL HAVE BEVELED EDGES.

6.

BARRICADES SHALL BE A MINIMUM OF 7'-6" IN HEIGHT.

7.

DO NOT UTILIZE BOLTS TO FASTEN BARRICADES TO GRANITE/TERRAZO/TILE FLOORING, DESIGN-BUILDER SHALL UTILIZE AN ADHESIVE THAT MEETS WITH THE APPROVAL OF THE AIRPORT. ANY DAMAGE TO SUCH EXISTING FLOORS OR METAL SURFACES ARE THE RESPONSIBILITY OF THE DESIGN-BUILDER AND SHALL BE REPAIRED AND/OR REPLACED TO THE SATISFACTION OF THE AIRPORT AT NO ADDITIONAL COST TO THE AIRPORT.

8.

DESIGN-BUILDER SHALL SUBMIT ALL SAFETY DATA SHEETS (I.E., SDS) FOR ALL ADHESIVES USED DURING BARRICADE ERECTION. COPY OF SHEETS TO BE SUBMITTED TO THE AIRPORT, FOR RECORD, PRIOR TO START OF WORK.

9.

DESIGN-BUILDER SHALL UTILIZE 3/4" MINIMUM MARINE GRADE PLYWOOD FOR ALL BARRICADES.

10.

ALL FRAMING MEMBERS SHALL BE CONSTRUCTED WITH 2" X 4" MINIMUM STUDDING FOR ALL BARRICADES.

11.

ALL BARRICADES SHALL BE PAINTED WITH FIRE RETARDANT PAINT. PAINT COLOR TO BE DETERMINED BY THE AIRPORT.

12.

DESIGN-BUILDER SHALL SUPPLY ALL BARRICADE ENTRANCES WITH LOCKS. ALL LOCKS MUST MEET THE APPROVAL OF THE AIRPORT. SPARE KEYS FOR LOCKS SHALL BE SUPPLIED TO THE AIRPORT.

13.

CLEAR PASSAGEWAY SHALL REMAIN FOR PUBLIC ACCESS. PASSAGEWAY CLEARANCE SHALL BE DETERMINED BY THE AIRPORT.

14.

ALL FLOORS INSIDE OF AND SURROUNDING WALLS WITHIN WORK AREA SHALL BE COVERED WITH MASONITE. MASONITE SHALL EXTEND 4'-0" MINIMALLY ON ALL WALLS AND ADJACENT SURFACES.

15.

ALL BARRICADE POSTED SIGN CONTENT SHALL BE DETERMINED BY THE AIRPORT.

16.

FOR SECURITY PURPOSES, STORAGE ON TOP OF BARRICADES SHALL BE PROHIBITED.

17.

DESIGN-BUILDER SHALL PLACE A WALK-OFF MAT ON BOTH SIDES OF EACH WORK AREA ENTRANCE TO ENSURE DUST AND DEBRIS ARE NOT TRANSFERRED TO PUBLIC AREAS. MINIMUM SIZE TO BE 4' X 6'. MATS TO BE VACUUMED AT LEAST DAILY.
- DISMANTLE AND REMOVAL PLAN NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

ALL MATERIALS SHALL BE REMOVED FROM THE SITE AS SOON AS PRACTICAL; THERE SHALL BE NO STORAGE OR STOCK-PIILING OF OLD MATERIALS ON THE SITE.

2.

DESIGN-BUILDER SHALL REMOVE AND PROPERLY DISPOSE OF ELEVATOR AND ELEVATOR SYSTEMS, INCLUDING ANY FILING, OR OBTAINING AND PAYING FOR ANY REQUIRED PERMITS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CODES AND OSHA REQUIREMENTS. ONLY APPROVED BARRIERS SHALL BE INSTALLED AT ANY OPENING THAT IS NEEDED TO BE LEFT OPEN WHILE UNATTENDED.

3.

THE IMPORTANCE OF REMOVING EQUIPMENT IN A SAFE AND SATISFACTORY MANNER DEMANDS THAT THE DESIGN-BUILDER SHALL PROVE, TO THE SATISFACTION OF THE AIRPORT, THAT THEIR PERSONNEL PERFORMING THIS REMOVAL WORK HAVE ACTIVELY AND NORMALLY BEEN ENGAGED IN PERFORMING ELEVATOR WORK OF THIS NATURE FOR AT LEAST THE PAST FIVE YEARS. A FIRE WATCH SHALL BE PRESENT ANY TIME ANY WORK IS PERFORMED WITH OPEN FLAME.

4.

THE DESIGN-BUILDER SHALL USE ONLY EXPERIENCED, SKILLED, COMPETENT TRAINED MECHANICS IN THE PERFORMANCE OF THE REMOVAL WORK. IT IS NOT NECESSARY FOR ALL THE REQUIRED EXPERIENCE TO HAVE BEEN ACQUIRED WITH THE DESIGN-BUILDER'S FIRM. IF, DUE TO THE FAULT OR NEGLECT OF THE DESIGN-BUILDER, HIS AGENTS, OR EMPLOYEES, ANY OF THE AIRPORT PROPERTY, EQUIPMENT, STOCK OR SUPPLIES ARE LOST OR DAMAGED DURING PERFORMANCE OF THE CONTRACT, THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR SUCH LOSS OR DAMAGE AND THE AIRPORT, AT ITS OPTION, MAY EITHER REQUIRE THE DESIGN-BUILDER TO REPLACE ALL PROPERTY OR TO REIMBURSE THE AIRPORT FOR THE FULL VALUE OF THE LOST OR DAMAGED PROPERTY.
- STAGING, PHASING, AND SCHEDULE NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

DESIGN-BUILDER SHALL ATTEND JOB PROGRESS AND COORDINATION MEETINGS WITH THE AIRPORT AS PER CONTRACT DOCUMENTS OR OTHERWISE REQUIRED BY THE AIRPORT.

2.

DESIGN-BUILDER SHALL SUPPLY DETAILED SCHEDULE WITH MILESTONE DATES AND STAGING EFFORTS. ADDITIONALLY, A MAN LOADED SCHEDULE TO BE PROVIDED TO THE AIRPORT ON A WEEKLY BASIS ON THE PROGRESSION OF WORK.

3.

DESIGN-BUILDER SHALL SUPPLY DETAILED STAGING AND PHASING PLANS PRIOR TO START OF WORK. THESE STAGING AND PHASING PLANS SHALL BE SUBMITTED TO THE AIRPORT FOR RECORD.
- DELIVERY AND RIGGING NOTES:
- ESCALATORS (NHE3255 & NHE3256)
1.

FOR DELIVERY, THE MAXIMUM ESCALATOR SECTION LENGTHS SHALL BE DETERMINED BY THE DESIGN-BUILDER BASED ON SITE CONDITIONS, CONSIDERATION OF, AND NECESSITY FOR PROTECTION OF ALL INTERIOR AND EXTERIOR FINISHES SHALL BE MADE PRIOR TO TRANSPORTING ELEMENTS INTO FACILITIES.
2.

FOR DELIVERY, DESIGN-BUILDER SHALL SUPPLY A DELIVERY NARRATIVE AND DRAWINGS THAT SPECIFICALLY STIPULATES THE SEQUENTIAL ACTIVITIES OF THE DELIVERY METHOD AND UNLOADING PROCEDURES TO BE PERFORMED. SUPPORTING DRAWINGS MUST ACCOMPANY THE NARRATIVE. THE DRAWINGS, AT MINIMUM SHALL INCLUDE, LOADING CRITERIA FOR EACH ESCALATOR SECTION, MEANS AND METHODS FOR TRANSPORTING IN AND OUT OF THE FACILITY, CRIBBING METHODS, FLOOR PROTECTION MATERIALS TO BE UTILIZED, AND SUPPORTING ILLUSTRATIVE DIAGRAMS SHOWING DELIVERY ROUTE IN AND OUT OF FACILITY. ALL INSTALLATION AND RIGGING DRAWINGS AND THE NARRATIVES ARE TO BE SIGNED AND SEALED BY A PROFESSIONALLY LICENSED ENGINEER IN THE STATE OF NEW HAMPSHIRE AND SUBMITTED TO THE AIRPORT FOR RECORD.

3.

FOR RIGGING, DESIGN-BUILDER TO SUPPLY AN INSTALLATION AND RIGGING NARRATIVE THAT SPECIFICALLY STIPULATES THE EXACT SEQUENTIAL ACTIVITY OF WORK TO BE PERFORMED. SUPPORTIVE DRAWINGS MUST ACCOMPANY THE NARRATIVE. THE DRAWINGS, AT MINIMUM, SHALL INCLUDE LOADING CRITERIA ON SURROUNDING STRUCTURES. ALL INSTALLATION AND RIGGING DRAWINGS AND THE NARRATIVES ARE TO BE SIGNED AND SEALED BY A PROFESSIONALLY LICENSED ENGINEER IN THE STATE OF NEW HAMPSHIRE AND SUBMITTED TO THE AIRPORT FOR RECORD.
- MECHANICAL NOTES:
- ELEVATOR (NHE3285)
1.

MACHINE ROOM TEMPERATURE AND HUMIDITY SHALL BE MAINTAINED AT LEVELS INDICATED BY CODE AND EQUIPMENT MANUFACTURER.

2.

DESIGN-BUILDER TO VERIFY IF ELEVATOR MACHINE ROOMS AND HOISTWAYS ARE VENTILATED IN ACCORDANCE WITH THE BUILDING CODE.

3.

ELEVATOR PIT SHALL BE PROVIDED WITH A DRAIN OR SUMP PUMP WITH A CAPACITY OF AT LEAST 3,000 GAL/HR PER ELEVATOR. DRAINS OR SUMP PUMPS SHALL BE PROVIDED WITH A POSITIVE MEANS TO PREVENT WATER, GASSES, AND ODORS FROM ENTERING THE HOISTWAY.
- MACHINE ROOM NOTES:
- ELEVATOR (NHE3285)
1.

A MINIMUM MACHINE ROOM CLEAR HEIGHT OF 7'-0" TO THE NEAREST OBSTRUCTION SHALL BE MAINTAINED WITHIN THE ROOM.

2.

ONLY MACHINERY, EQUIPMENT, AND WIRING USED IN CONJUNCTION WITH THE FUNCTION OF THE ELEVATORS SHALL BE PERMITTED IN THE ELEVATOR MACHINE ROOM.

3.

ACCESS DOOR TO MACHINE ROOM MUST BE SECURED AND ONLY ACCESSIBLE TO AUTHORIZED PERSONNEL AT ALL TIMES.
- HOISTWAY NOTES:
- ELEVATOR (NHE3285)
1.

FOR SIDES NOT USED FOR LOADING AND UNLOADING, ALL LEDGES AND PROJECTIONS OVER 2" IN THE ELEVATOR HOISTWAY SHALL BE BEVELED AT 75° TO THE HORIZONTAL.
- PIT AREA NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

FINAL LOADING CRITERIA TO BE DICTATED BY THE DESIGN-BUILDER BASED ON THEIR SPECIFIC EQUIPMENT REQUIREMENTS.

2.

SUMPS IN PITS, WHERE PROVIDED, SHALL BE COVERED. THE COVER SHALL BE SECURED AND LEVEL WITH THE PIT FLOOR.

3.

CONCRETE INSERTS OR RAIL BRACKET FASTENINGS SHALL BE FURNISHED AND INSTALLED BY THE DESIGN-BUILDER.

4.

EXISTING PIT EQUIPMENT, INCLUDING PIT LADDER, SHALL BE COORDINATED WITH DESIGN-BUILDER BEFORE INSTALLATION.
- WELLWAY PROTECTION NOTES:
- ESCALATORS (NHE3255 & NHE3256)
1.

MINIMUM CLEARANCES OF HANDRAIL REQUIRED TO NEAREST OBSTRUCTION PER ASME CODE, 100MM (4") HORIZONTALLY AND 25MM (1") VERTICALLY AWAY FROM ADJACENT SURFACES.

2.

FOR LOW DECK APPLICATIONS, DESIGN-BUILDER SHALL SUPPLY AND INSTALL AT THE TOP AND BOTTOM ENDS OF EACH LANDING A BARRICADE TO PREVENT ACCESS TO THE OUTER DECK WHEN THE OUTER DECK EXCEEDS 5". ON PARALLEL ABUTTING UNITS, THIS PROTECTION SHALL BE PROVIDED WHERE THE COMBINED OUTER DECK WIDTH EXCEEDS 5". EACH BARRICADE SHALL EXTEND TO A HEIGHT THAT IS NOMINALLY 4" BELOW THE TOP OF THE HANDRAIL. BARRICADES MAY BE MADE OF GLASS OR PLASTIC PROVIDED THAT THEY MEET THE REQUIREMENTS OF A17.1.

3.

ADEQUATE SAFETY ZONES AT THE ENTRANCE AND EGRESS ENDS AS REQUIRED BY ASME 17.1. THE ENTRY END AND EXIT ZONE SHALL BE KEPT CLEAR OF ALL OBSTACLES. THE WIDTH OF THE ZONE SHALL NOT BE LESS THAN THE WIDTH BETWEEN THE CENTERLINES OF THE HANDRAILS PLUS 8". THE LENGTH OF THE ZONE, MEASURED FROM THE END OF THE NEWEL, SHALL BE NO LESS THAN TWICE THE DISTANCE BETWEEN THE CENTERLINES OF THE HANDRAILS. THESE DIMENSIONS ARE ABSOLUTE MINIMUMS. SPACE SHALL BE PROVIDED TO ACCOMMODATE ALL TRAFFIC IN THE SAFETY ZONE.

4.

THE SIDES AND UNDERSIDE OF ESCALATOR AND MACHINERY SPACE SHALL BE ENCLOSED IN FIRE-RESISTIVE MATERIALS AS DICTATED BY THE BUILDING CODE, LIFE SAFETY CODE ANSI/NFPA 101, OR THE AUTHORITY HAVING JURISDICTION (AHJ) FOR THE PROTECTION OF FLOOR OPENINGS. MEANS PROVIDED FOR ADEQUATE VENTILATION OF THE DRIVING MACHINE AND CONTROL SPACES, WHEN INCLUDED IN THE TRUSS ENCLOSURE AREA, SHALL BE PERMITTED.
- ELECTRICAL NOTES:
- ELEVATOR (NHE3285) AND ESCALATORS (NHE3255 & NHE3256)
1.

THE INSTALLATION OF ALL ELECTRICAL EQUIPMENT & WIRING SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE (NFPA 70).

2.

WHEN ELECTRICAL FEEDERS ARE PRESENT AT ELEVATOR AND ESCALATORS, DESIGN-BUILDER SHALL DISCONNECT ALL ELECTRICAL POWER BEFORE THE START OF WORK AND SHALL BE COORDINATED IN ADVANCE WITH THE AIRPORT.

3.

EMERGENCY POWER SHALL BE PROVIDED TO ALL ELEVATOR MACHINE ROOM LIGHTING CIRCUITS AND TO ALL ELEVATOR CAR LIGHTING DISCONNECTS IN THE ELEVATOR MACHINE ROOMS.

4.

DESIGN-BUILDER SHALL INSPECT AND MAINTAIN EXISTING DUPLEX GROUND FAULT CIRCUIT INTERRUPTED OUTLET (GFCI) IN MACHINE ROOMS, MACHINERY SPACES, AND ELEVATOR PIT AREAS.

5.

PERMANENTLY INSTALLED LIGHTING SHALL BE INSPECTED AND MAINTAINED IN ELEVATOR PIT. MINIMUM ILLUMINATION SHALL BE NOT LESS THAN 100LX (10 FC) AT THE PIT FLOOR. BULB(S) SHALL BE EXTERNALLY GUARDED TO PREVENT CONTACT AND ACCIDENTAL BREAKAGE.

6.

ELEVATOR PIT SWITCHES SHALL BE A MINIMUM OF 18" ABOVE THE LOWEST LANDING DOOR SILL AND ADJACENT TO (NOT BEHIND) THE PIT LADDER.

7.

FOR ESCALATORS, IF AUTOMATIC FIRE SHUT DOWN IS REQUIRED, ALL SMOKE DETECTORS, ETC, INCLUDING WIRING TO THE TERMINALS OF THE ESCALATOR, SHALL BE THE RESPONSIBILITY OF THE DESIGN-BUILDER.

8.

ALL ELECTRICAL CONDUITS SHALL BE RUN OVERHEAD OR IN A MANNER WHICH DOES NOT RESTRICT ACCESS TO OR AROUND ANY EQUIPMENT.

9.

CONDUIT SHALL BE PROVIDED BY THE DESIGN-BUILDER IN ELEVATOR MACHINE ROOM TO THE ELEVATOR CONTROLLER. CONDUIT FOR BOTH EMERGENCY ELEVATOR PHONE AND REQUIRED DATA LINE TO THE MACHINE ROOM, CONTROLLER(S), AND TERMINATED ON THE ELEVATOR CONTROLLER(S) IN COORDINATION WITH THE DESIGN-BUILDER SHALL ALSO BE PROVIDED.

10.

FOR ELEVATORS, ALL ELECTRICAL EQUIPMENT LOCATED LESS THAN 48" ABOVE THE PIT FLOOR SHALL BE WEATHERPROOF (NEMA TYPE 4), AND HAVE WIRING IDENTIFIED FOR USE IN WET LOCATIONS IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 70.
- Manchester • Boston Regional Airport
- Manchester, New Hampshire
- Vertical Transportation Equipment (VTE)
General Notes
-
- One Airport Road, Suite 300
Manchester, New Hampshire 03103
www.flymanchester.com
- SCALE: nts
- FIGURE:
- DATE:
- 3/20/18
- 4
- AECOM
- 1155 ELM ST #401,
MANCHESTER, NH 03101
http://www.aecom.com

The Following Items Must Be Considered By
The Purchaser Prior To Approving This Layout.

The Purchaser Must Provide The Following:

In accordance with ANSI A17.1 Code Requirements or Local Code Requirements, whichever are more stringent.

HOISTWAY AND PIT

1. A clear hoistway of the dimensions shown, plumb to within 1".
2. Venting of hoistway as required by code.
3. A dry pit, reinforced to sustain vertical loads as shown.
4. A 30" square hole is to be left in the pit floor, if required for jack installation, and is to be grouted in by others after jack unit is installed.
5. A pit ladder for each elevator of non-combustible material, constructed and installed in accordance with code, and extending from pit floor to 42" above sill of lowest hoistway door.
6. Adequate supports for guide rail brackets, to support horizontal loads as shown. Support locations must not exceed spacing as required by code, and as shown. When maximum spacing is exceeded, rail reinforcement, or additional supports must be provided at purchaser's expense.
7. Guide rail support locations must be steel, brick, concrete, or filled concrete block.
If inserts are furnished, these are to be installed by others, in locations shown, as walls are erected.
If rail brackets are attached to steel beams, fireproofing is to be applied AFTER rail brackets are installed.
8. Projections or recesses in the hoistway of 2" or more, on sides not used for loading or unloading, shall be beveled at an angle not less than 75° from the horizontal.
9. A hoist beam, hook, or eyebolt shall be furnished at the top of hoistway, located on centerline of car and guides — designed for load capacity of $\frac{1}{2}$ min.
10. Entrance walls accepting passenger type entrances are to be erected (or rough opening as shown filled in) after door frames and sills are installed.
11. A suitable sill support and recess as shown, full width of the hoistway, grouted by others after door sills are installed.
12. Door frames and sills for freight type elevator doors, set square with hoistway and plumb above each other. Door frames to be of sufficient strength to carry loads imposed, and side jambs shall extend to beam above with 2" min. return in hoistway on each side (see door drawings).
13. Required sleeves in hoistway wall, or any trenching and filling, for oil line and wiring duct for each elevator, as shown.
14. Any cutting and patching of building construction required to install signal fixtures, or other elevator apparatus, and any repairs, grouting, patching, or painting made necessary by same.
15. Barricades as may be required during construction.

MACHINE ROOM

16. A machine room properly lighted and ventilated per code requirements with temperature maintained between 65°-95°. Door of size to permit access for hydraulic machine, to be self closing and locking, but operable from inside without key.

ELECTRICAL

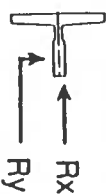
- All electrical in accordance with ANSI and NEC.
17. A fused disconnect switch for each elevator, of ample capacity, with wiring to the elevator motor starter control. Disconnecting means shall disconnect the normal power supply as well as emergency supply, when provided.
 18. Light and switch in elevator machine room, with switch located adjacent to access door. Convenience outlet in machine room.
 19. Light, switch and convenience outlet in elevator pit, light switch accessible from lower landing opening. Install light to clear elevator car.
 20. Suitable 110V service in the hoistway, midway of travel (see layout) or connected to terminals in elevator controller for car light service (elevator controllers option).
 21. Heat, and product of combustion sensors located in each elevator lobby with necessary wiring to elevator control panel, when fire service is specified.

By Purchaser (continued):

22. Telephone instrument in elevator car, and wiring from building source to elevator control panel.
 23. Furnishing of any special intercom, paging, or television systems, including wiring from building source to elevator control panel.
 24. If duplex installation, provide additional 110V power source for hall cells and computer.
- GENERAL
25. Necessary power for installing, erecting, and testing, without charge.
 26. Any features or equipment required, but not specifically specified as being furnished by elevator contractor.
 27. A safe and dry space to store elevator equipment and tools before and during construction.

TECHNICAL DATA

| | | | |
|------------------|-------------------|---|---|
| CAR NO. | 3 | | |
| POWER SUPPLY | 480V 13PH 160HZ | 1 | 1 |
| POWER UNIT | SUBVERSIBLE | | |
| PUMP | 250P | | |
| MOTOR H.P. | 50 HP | | |
| FL./LR AMPS | 63 FLA / 36 LRA | 1 | |
| WORKING PRESSURE | 490 PSI | | |
| PLUNGER O.D. | 6.475" | | |
| PLUNGER WALL | .2375" | | |
| CYLINDER O.D. | 8.625" | | |
| CYLINDER WALL | .322" | | |
| COUPLING O.D. | 5.600" | | |
| CAR WEIGHT | 14840# | | |
| GROSS LOAD | MC8' x 21.4' / FT | | |
| STILE SIZE | 4" - 10" x 12" | | |
| TYPE OF START | 110V 3000 = 3000 | | |
| CONTROLLER | | | |



HORIZONTAL GUIDE RAIL REACTIONS

| | | | | |
|------------------|-------|-------|----|----|
| | Rx | Ry | Rx | Ry |
| NORMAL (RUNNING) | 850# | 853# | | |
| LOADING | 1275# | 3071# | | |

VERTICAL REACTIONS

| | | | |
|----------------|---------|--|--|
| @ EA JACK UNIT | 15,333# | | |
| @ EA BUFFER | 12,066# | | |

APPROVED BY

DATE

Reference Drawing: Existing Hydraulic Freight Elevator (NHE 3285)

SPECIFICATIONS and DATA

| | | |
|--------------------|---|---|
| CAR NO. | 3 | |
| CLASSIFICATION | SERVICE | |
| TYPE | STD. IN GRAVITY | |
| CAPACITY (LOADING) | 6000 # / C2 | 1 |
| SPEED | 88 FPM | Δ |
| TRAVEL | 12' - 0" | |
| NO. OF LANDINGS | 2 | |
| NO. OF OPENINGS | 4 | |
| FRONT OPENINGS @ | 1ST & 2ND | |
| REAR OPENINGS @ | 1ST & 2ND | |
| DOOR TYPE | 2 SPD - Side Entry | |
| DOOR SIZE | 4' 0" x 7' 0" | |
| DOORS BY: | ELEV. CONTR. | |
| PLATFORM SIZE | 6' 0" x 10' 10" | |
| CAB BY | ELEV. CONTR. | |
| OPERATOR EQUIPMENT | CALMOD | |
| PHOTO EYES | Δ TWIN BEAM II | |
| GUIDE RAILS | 15# / FT | |
| GUIDE SHOES | RIGID | |
| OPERATION | SUPPLY SEL. Ctl. | |
| FIRE SERVICE | PH. I & II | |
| LOBBY/ALT. FLOOR | 1ST / 2ND | 1 |
| SIGNALS | Distal Call, w/ Glock (2) Hall Call, CARD 1 (2) IND. SERV. HALL LIGHT w/ Glock BATTERY Lower Unit | Δ |

PINE STATE ELEVATOR CO.
230 ANDERSON STREET
PORTLAND, MAINE 04101-2545

ELEVATOR LAYOUT DRAWING

FOR
HYDRAULIC ELEVATOR

PROJECT

MANCHESTER AIRPORT
ELEVATOR #3
LONDONDERRY, N.H.

ARCHITECT

LAVALLÉE / BRENSINGER

GENERAL CONTRACTOR

H.J. STABLET & SON INC

CONTRACT NO.

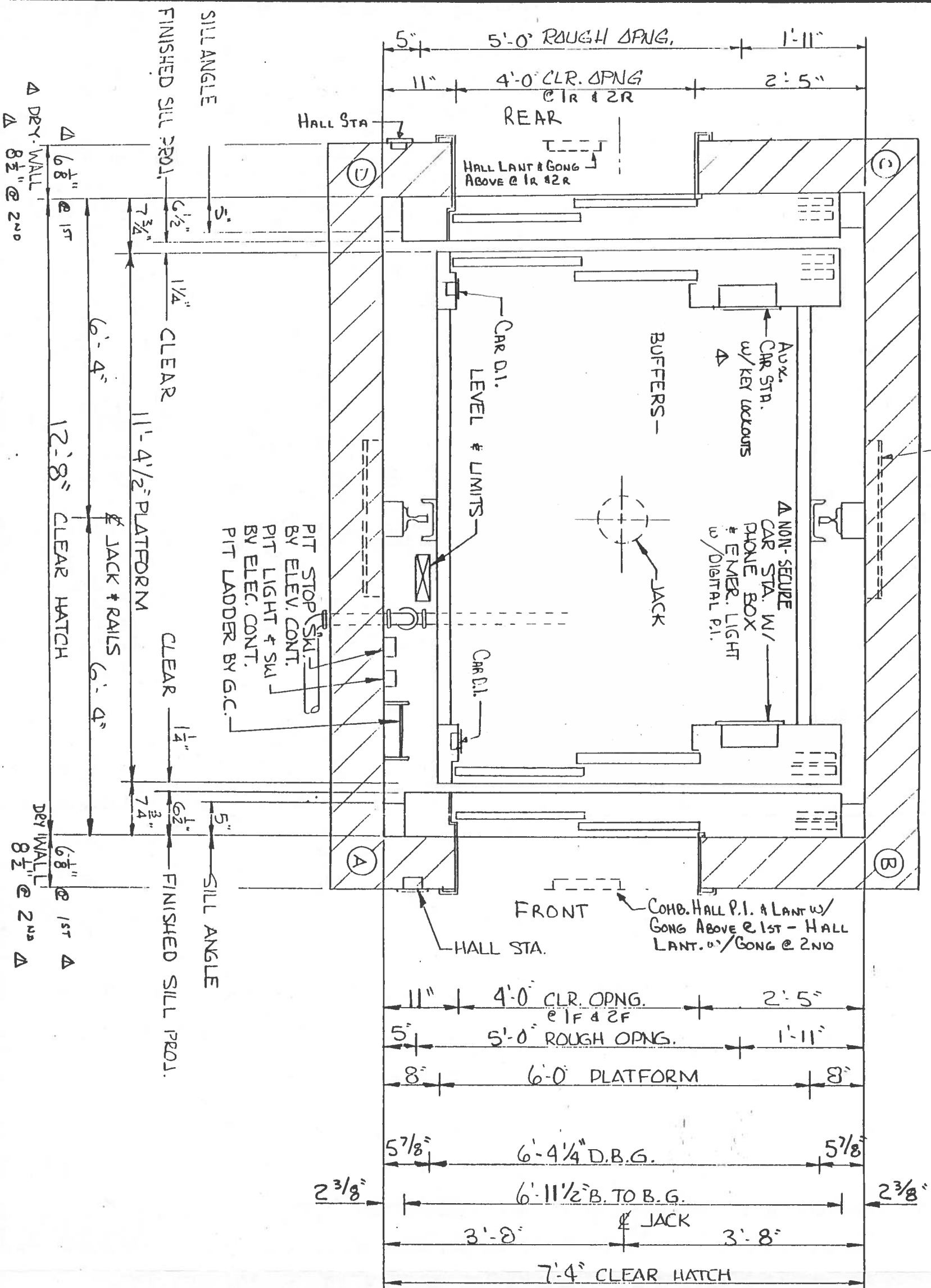
CO-712

3451

SHEET NO.

1 OF 4

WALL INSERTS SEE
NOTES #6 & 7 (BY G.C.)

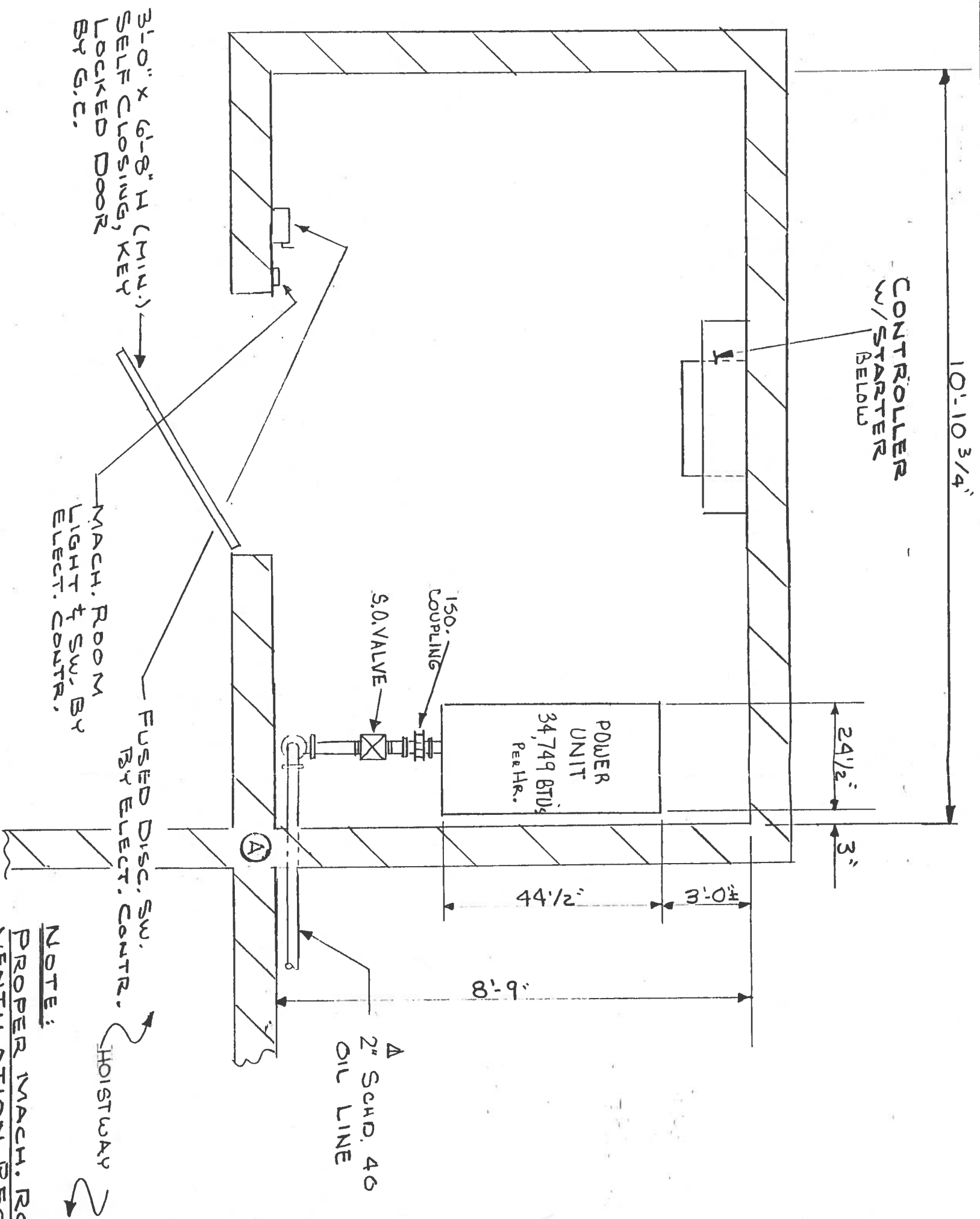


PLAN VIEW
@ 1st FLOOR
SCALE: NONE

| DATE | BY | CHKD | DESCRIPTION |
|----------|-----|------|---------------|
| 12-21-92 | SG | DWG | ORIGINAL |
| 7-12-93 | DWG | DWG | REVISIONS MCD |
| | | | |
| | | | |

| | | |
|------------------------------------|--|------------------|
| PROJECT | MANCHESTER AIRPORT | |
| DETAIL | HYDRAULIC PASSENGER STANDARD JACK UNIT | |
| FRONT~REAR OPENING TWO-SPEED DOORS | | |
| CONTRACT NO. | 3451 | SHEET NO. 2 OF 4 |

Reference Drawing: Existing Hydraulic
Freight Elevator (NHE 3285)



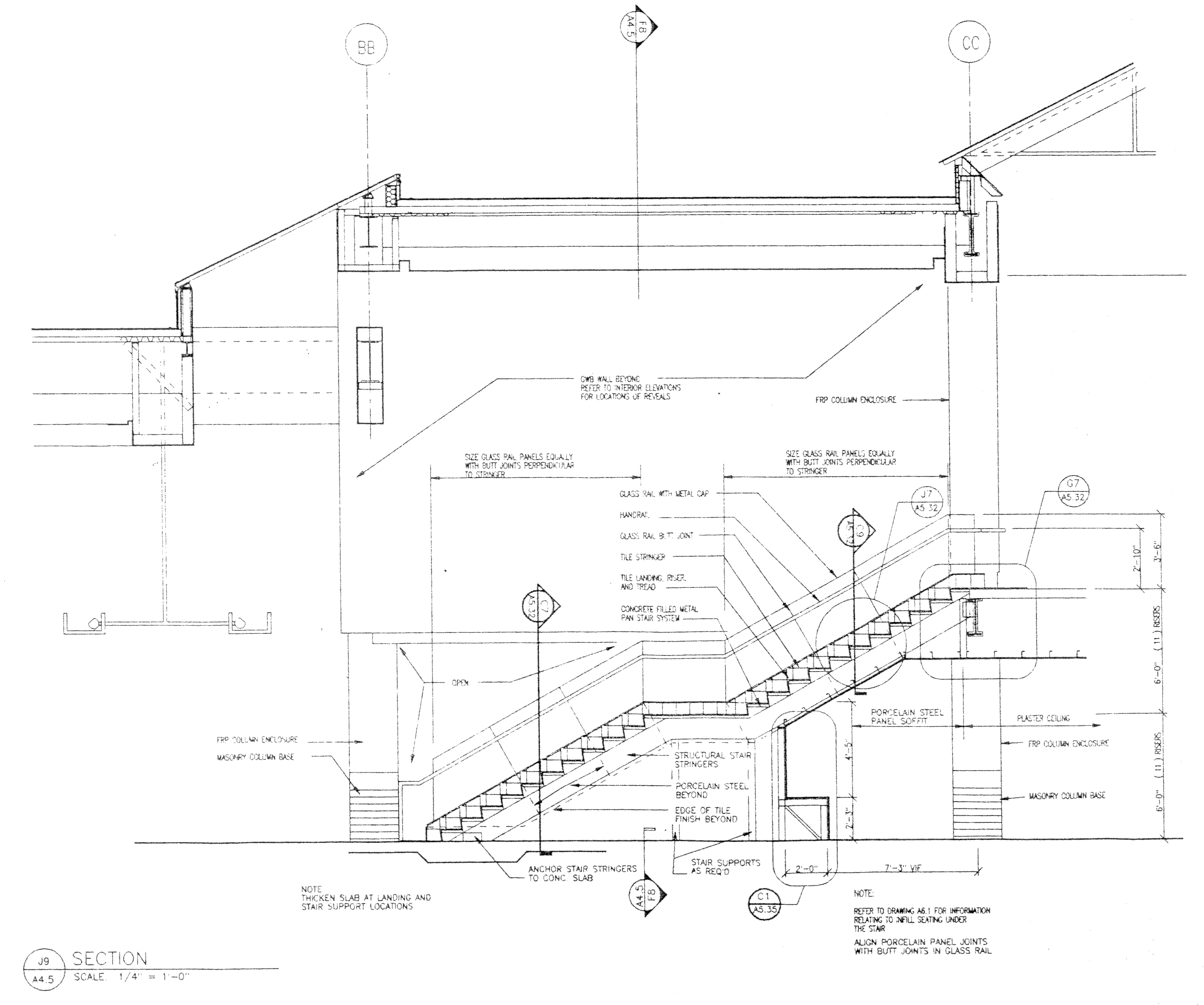
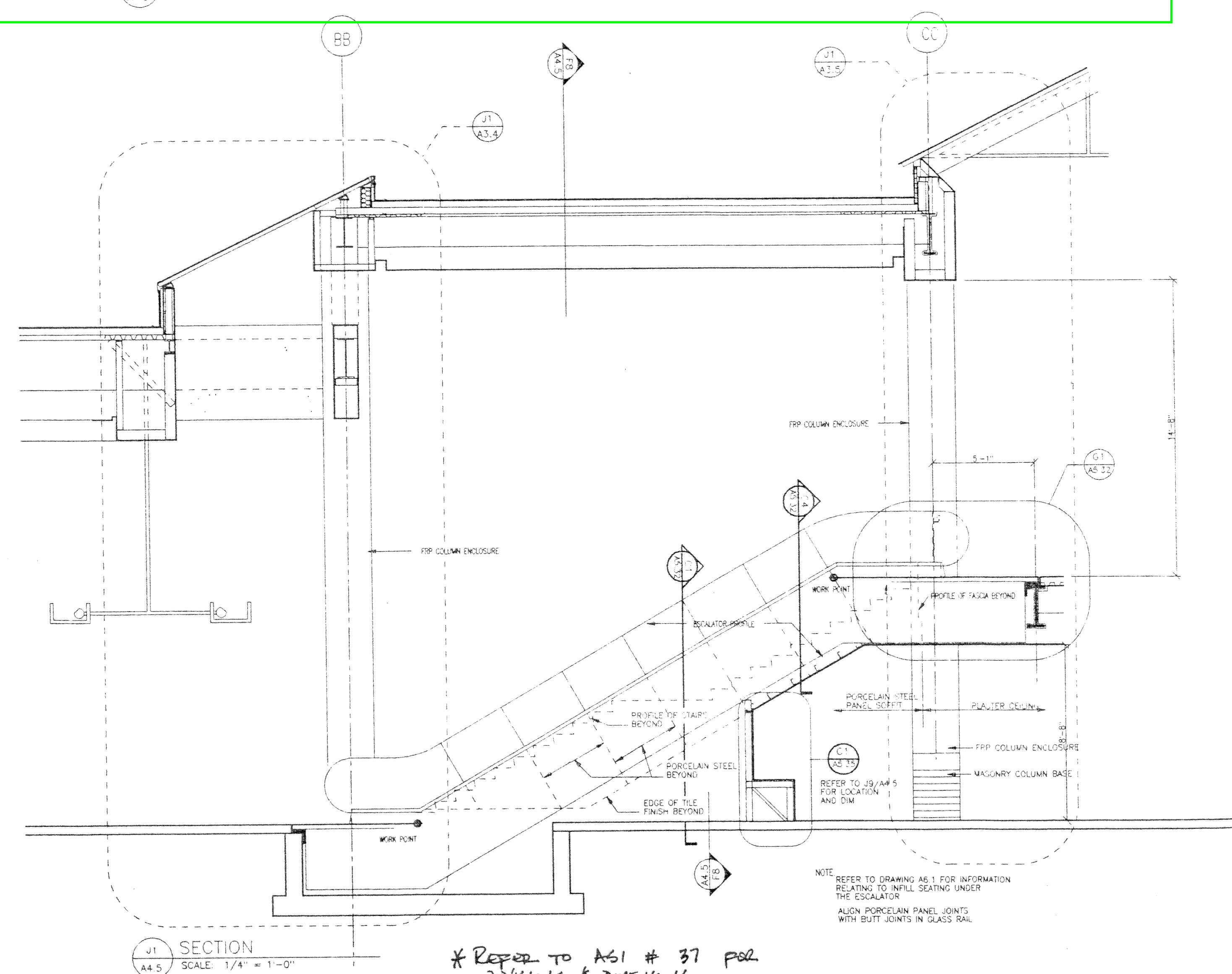
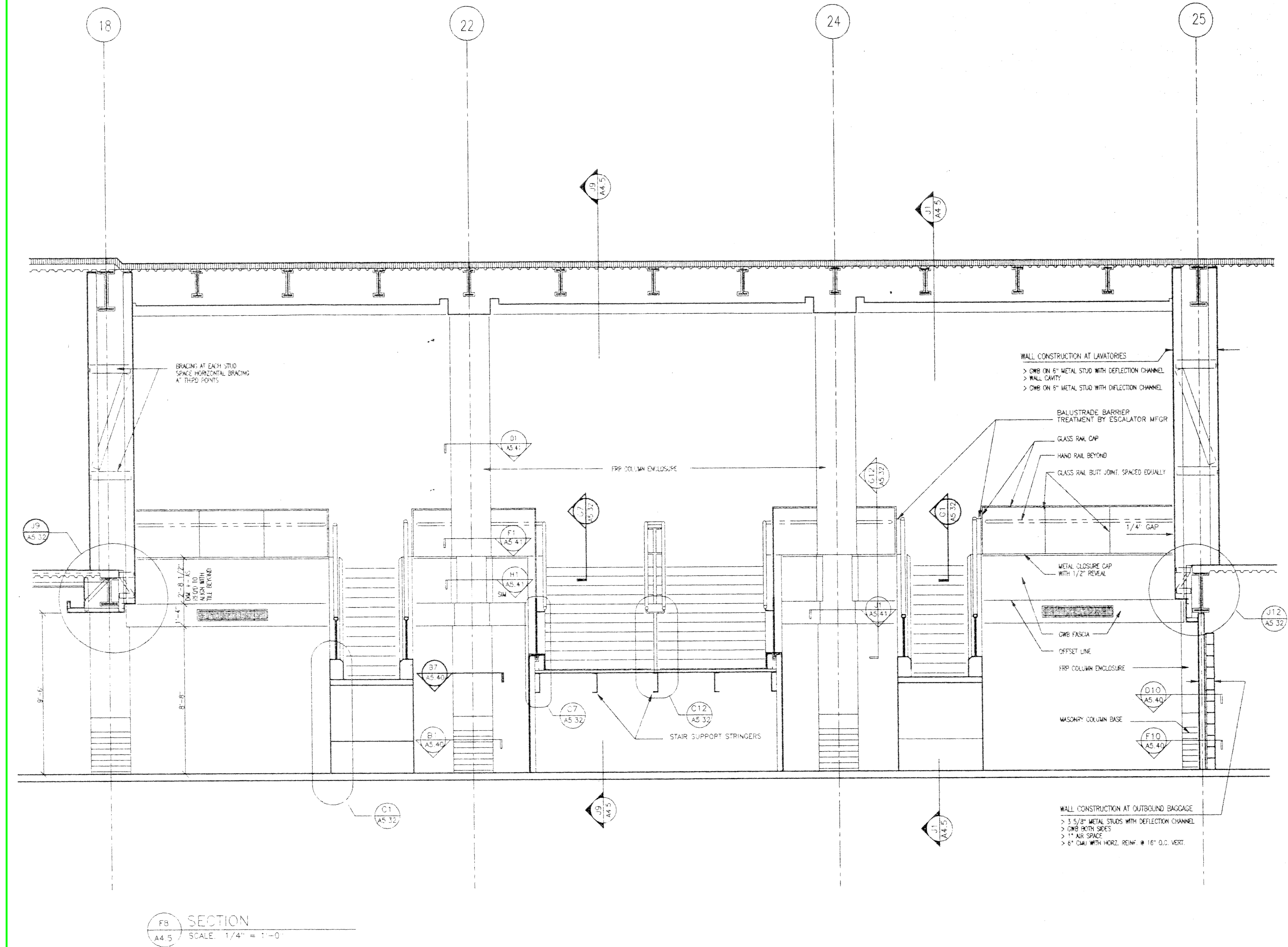
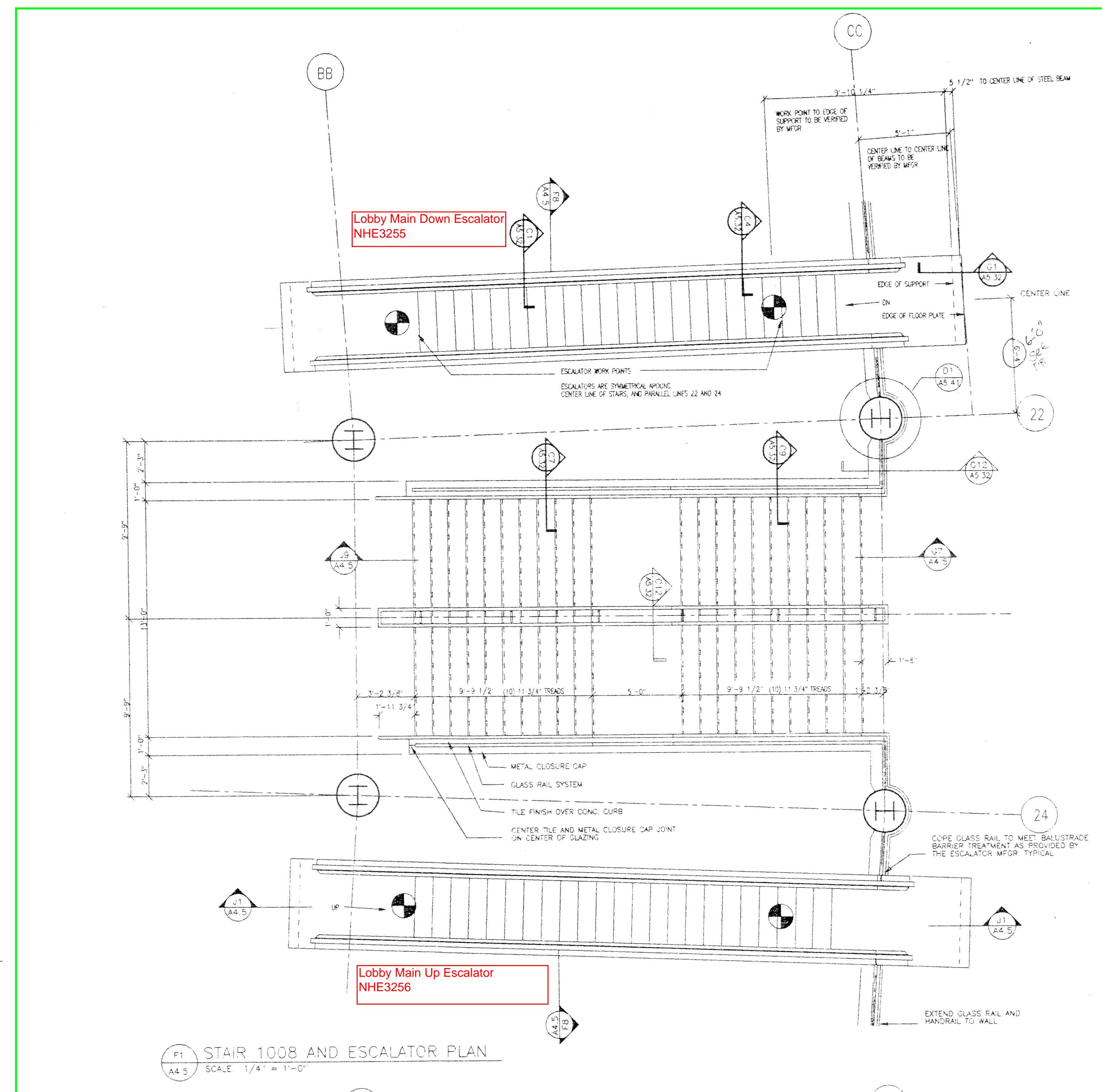
MACHINE ROOM
@ 1st FLOOR

SCALE: NONE

| DATE | BY | CHKD | DESCRIPTION |
|----------|-----|------|------------------|
| 12-22-92 | SG | JWS | ORIGINAL |
| 7-12-93 | DWS | DWS | REVISIONS MK'D A |

| | |
|--------------|------------------------------------|
| DETAIL | MACHINE ROOM |
| PROJECT | MANCHESTER AIRPORT ELEVATOR # 3 |
| CONTRACT NO. | 3451 |
| SHEET NO. | 4 OF 4 |

Reference Drawing: Existing Hydraulic
Freight Elevator (NHE 3285)



MANCHESTER AIRPORT AUTHORITY - NEW TERMINAL PROGRAM

TERMINAL BUILDING PROJECT

MANCHESTER, NEW HAMPSHIRE

PROJECT PACKAGE T-2

AS BUILT DRAWINGS

MANCHESTER AIRPORT AUTHORITY - NEW TERMINAL PROGRAM

TERMINAL BUILDING PROJECT

MANCHESTER, NEW HAMPSHIRE

PROJECT PACKAGE T-2

AS BUILT DRAWINGS

MANCHESTER AIRPORT AUTHORITY - NEW TERMINAL PROGRAM

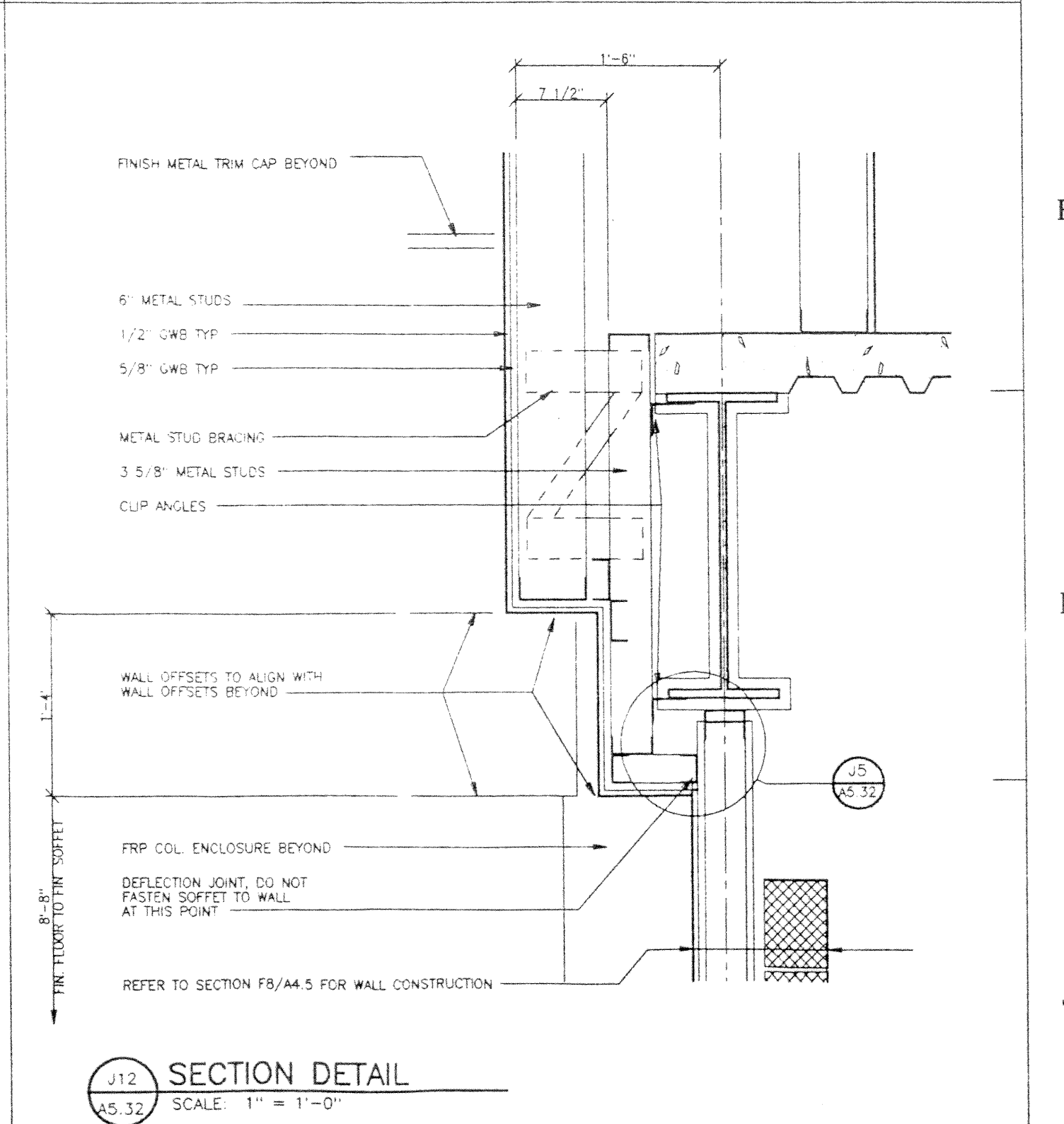
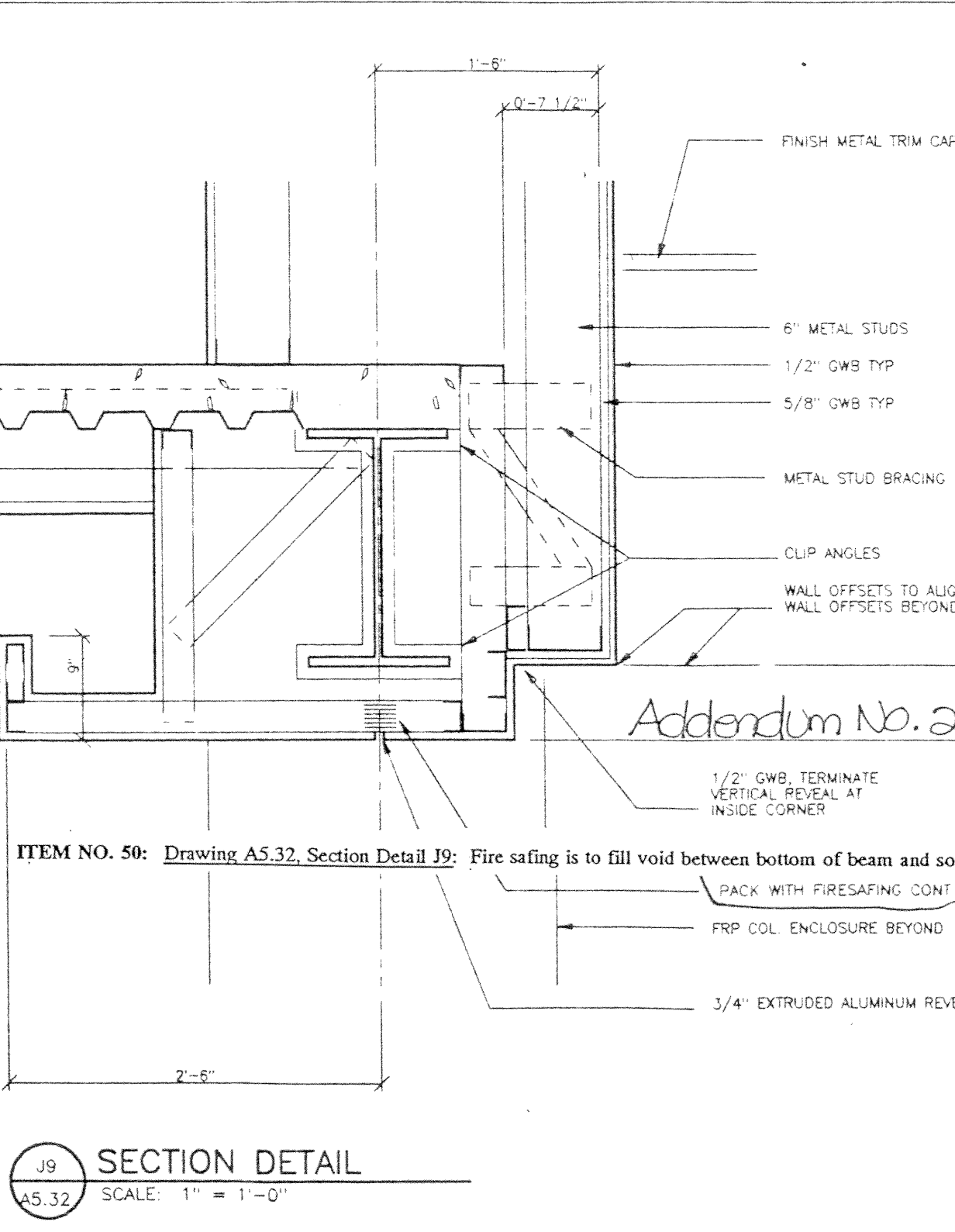
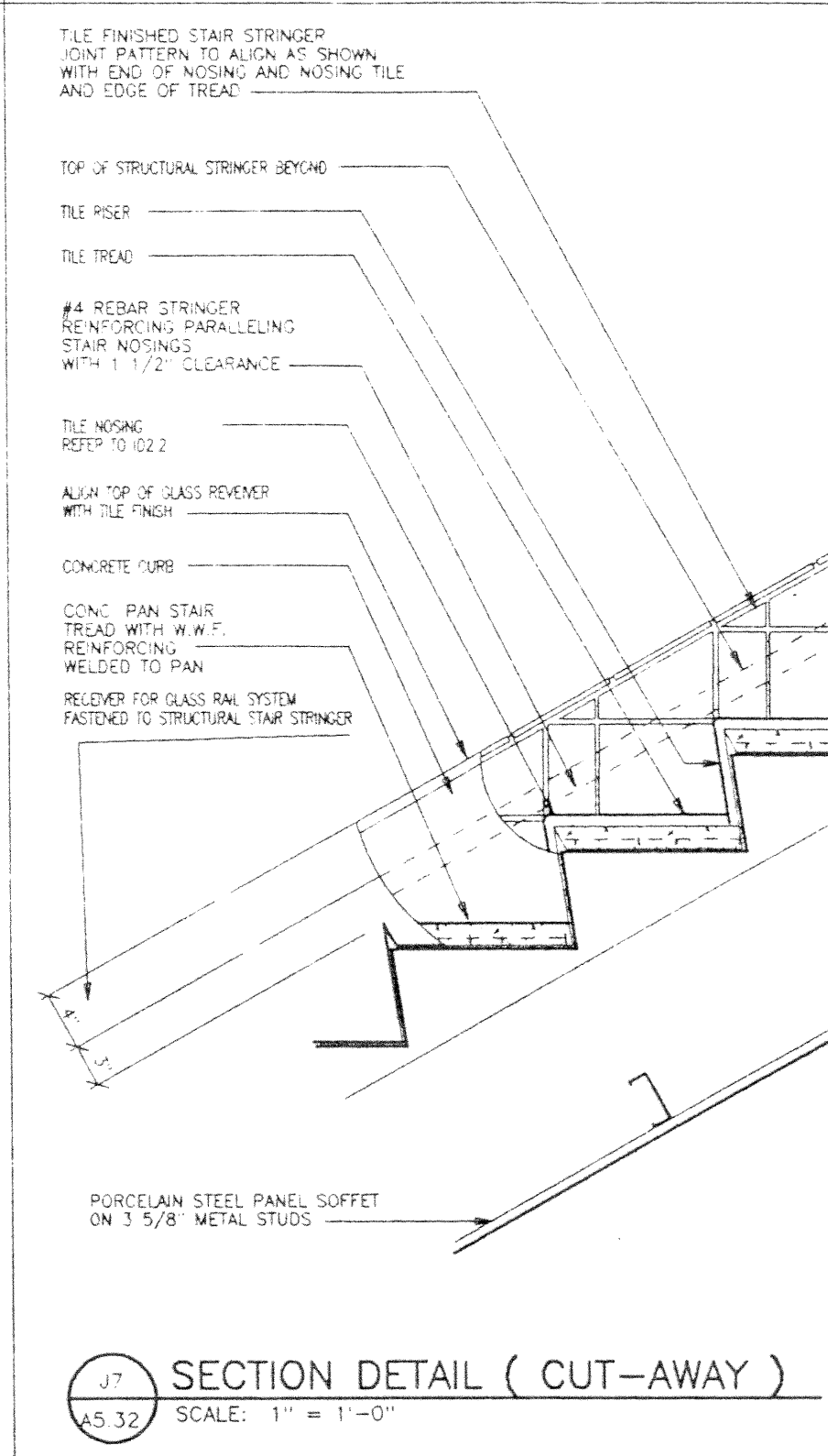
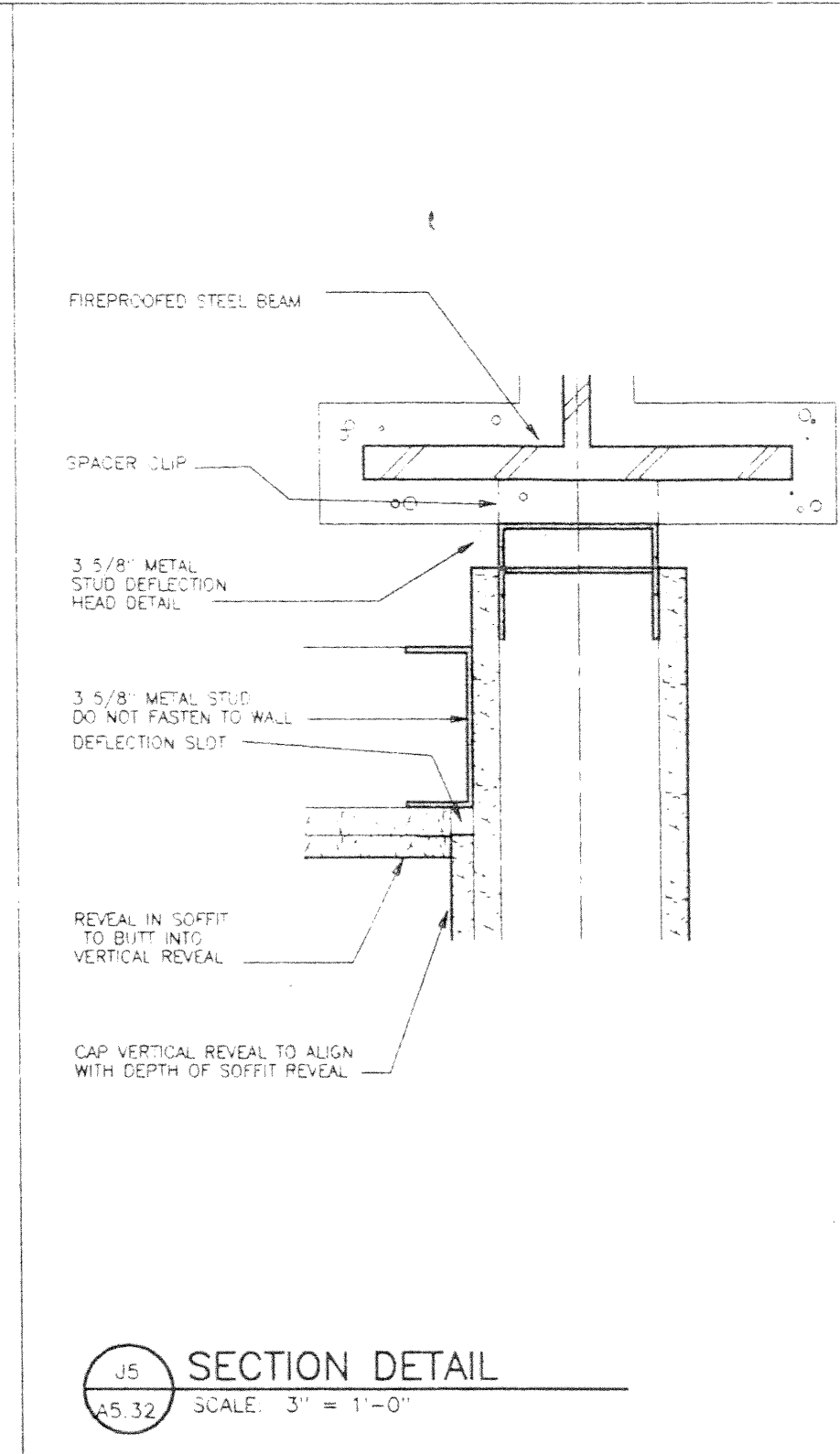
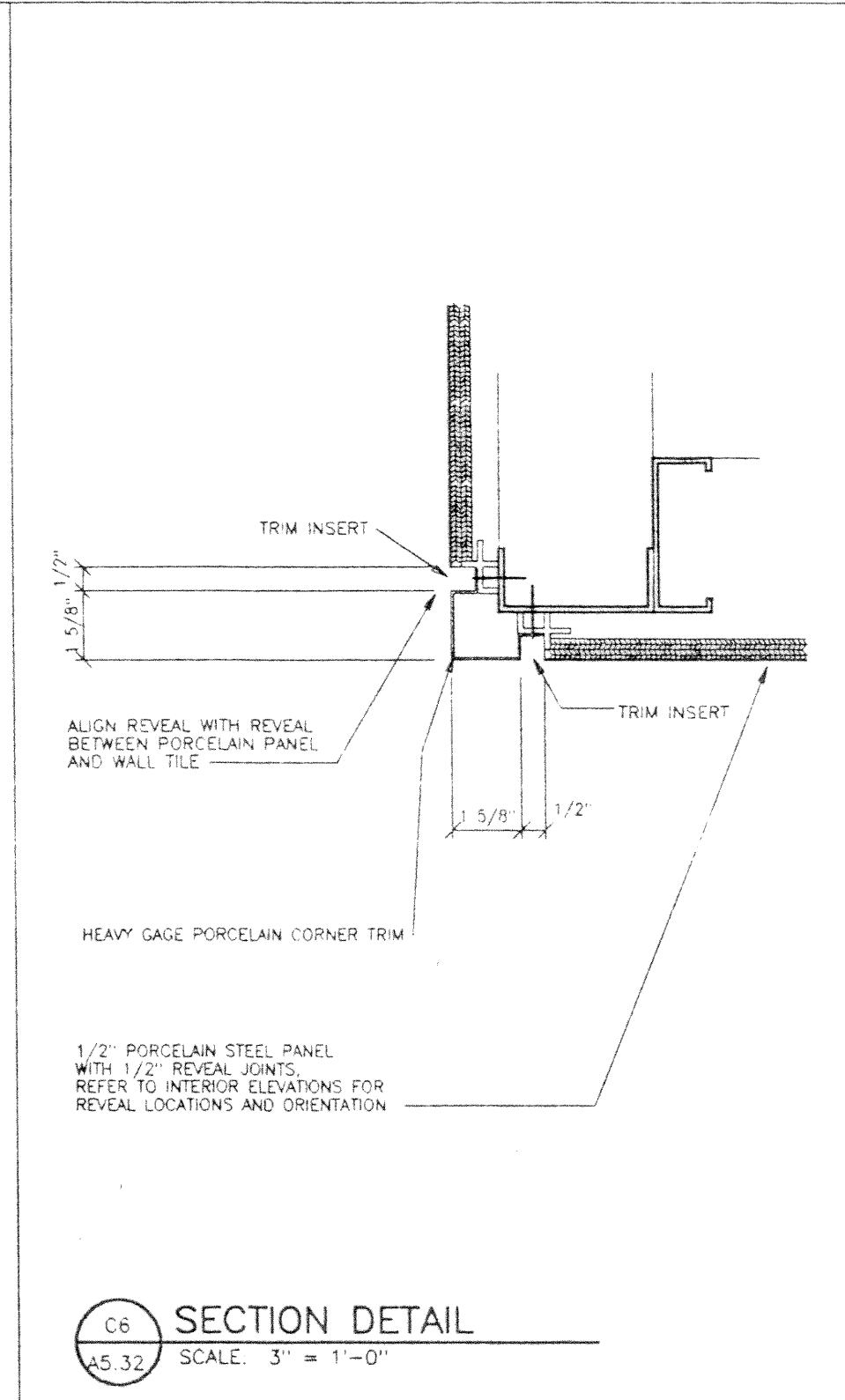
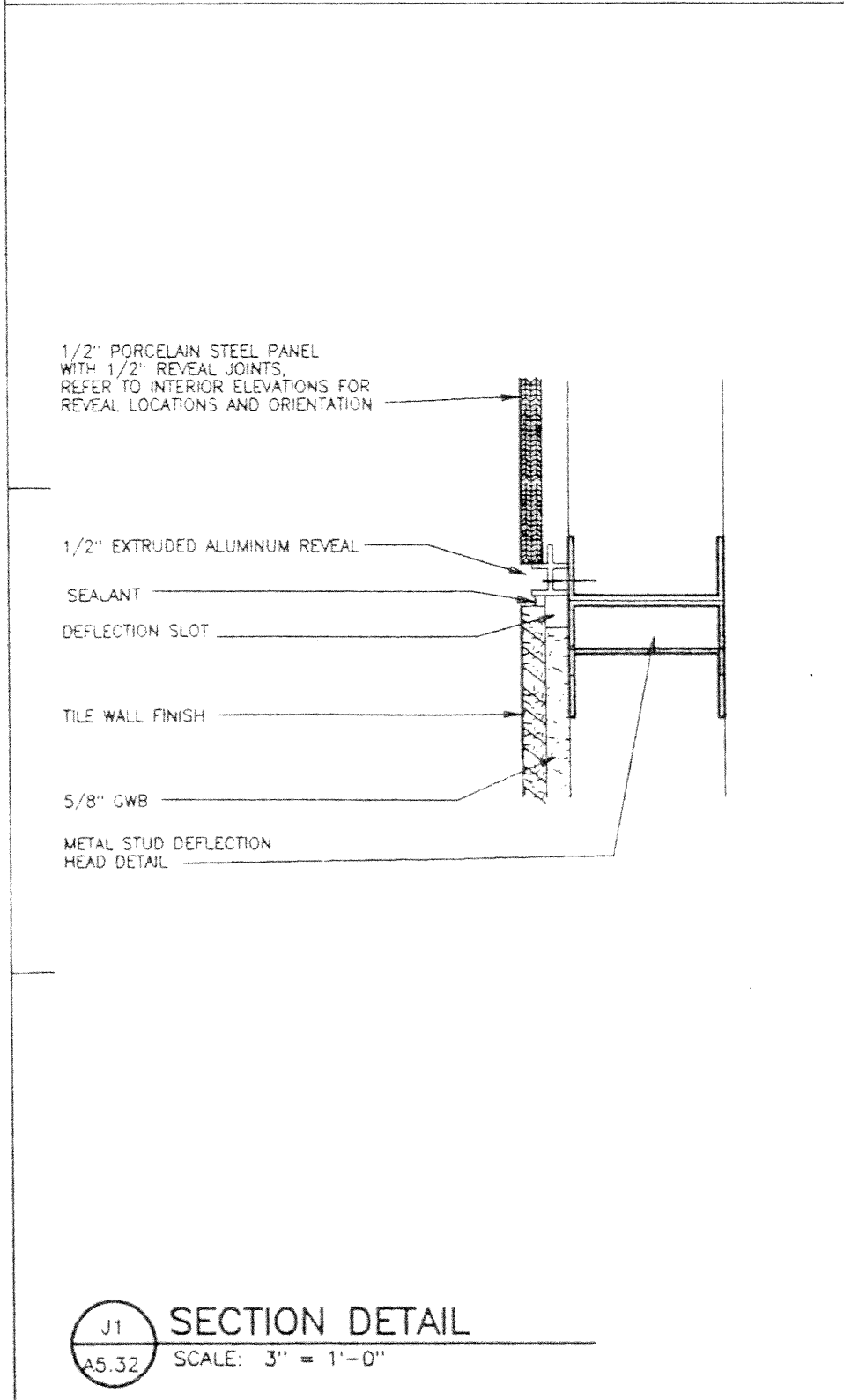
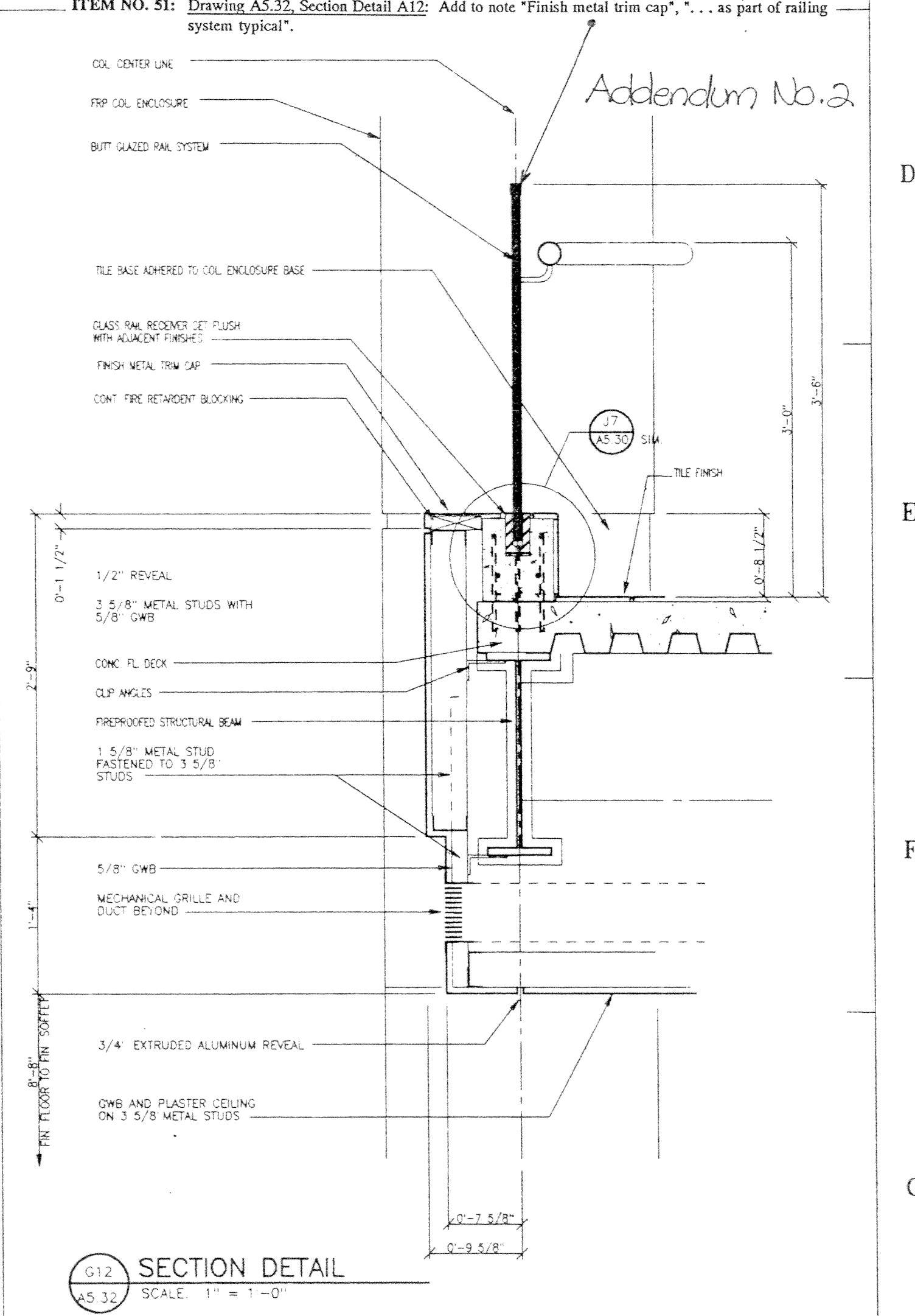
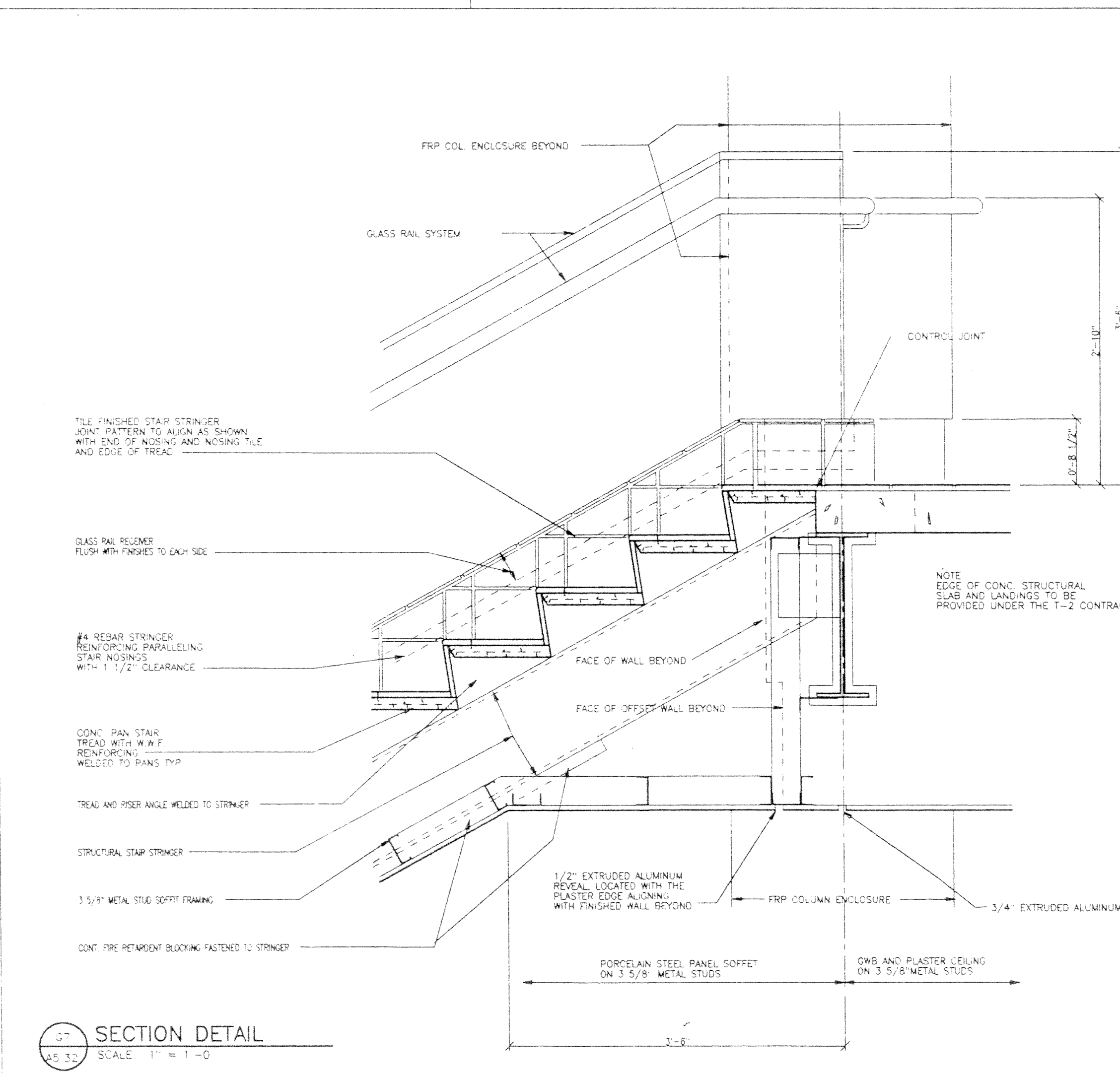
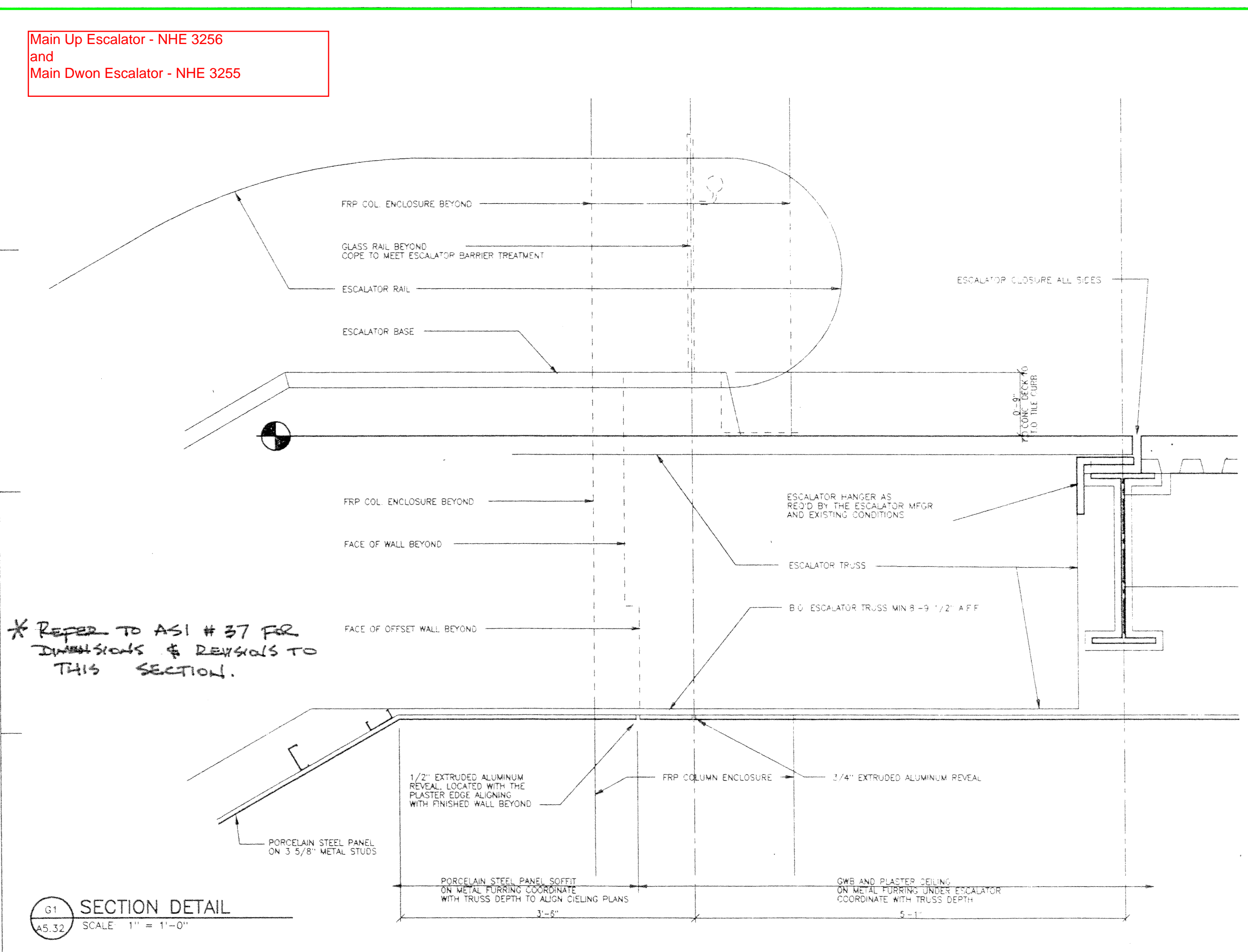
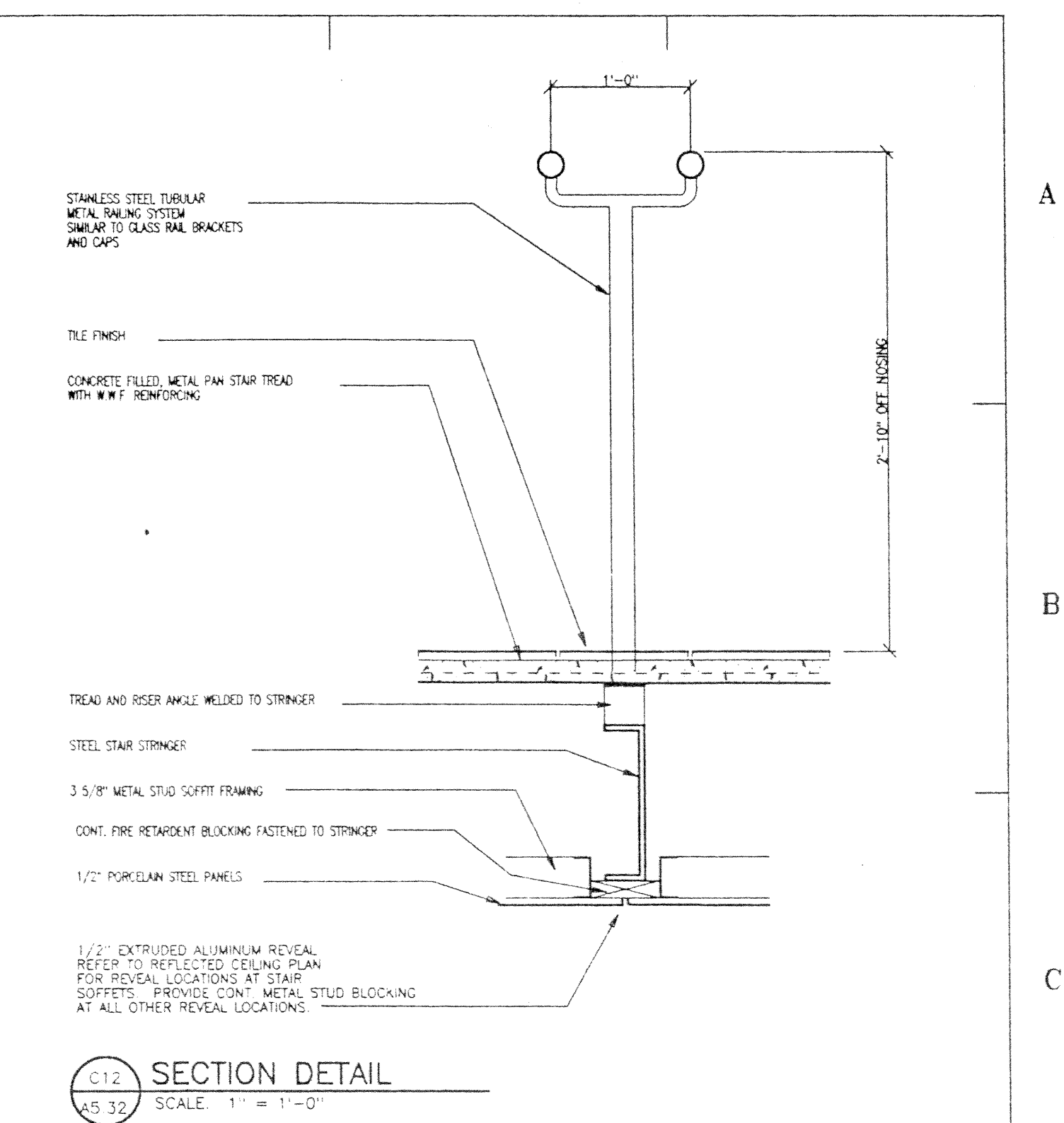
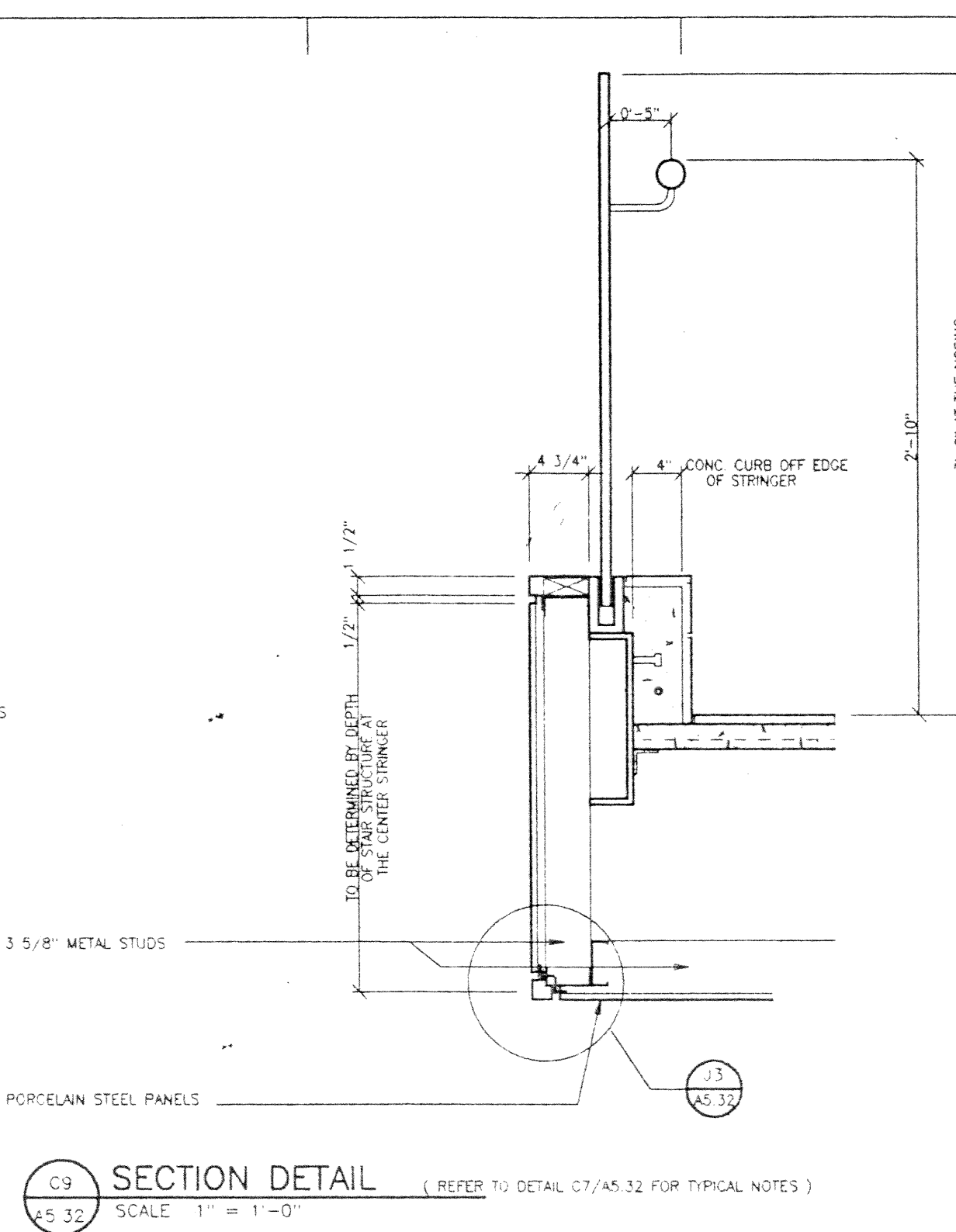
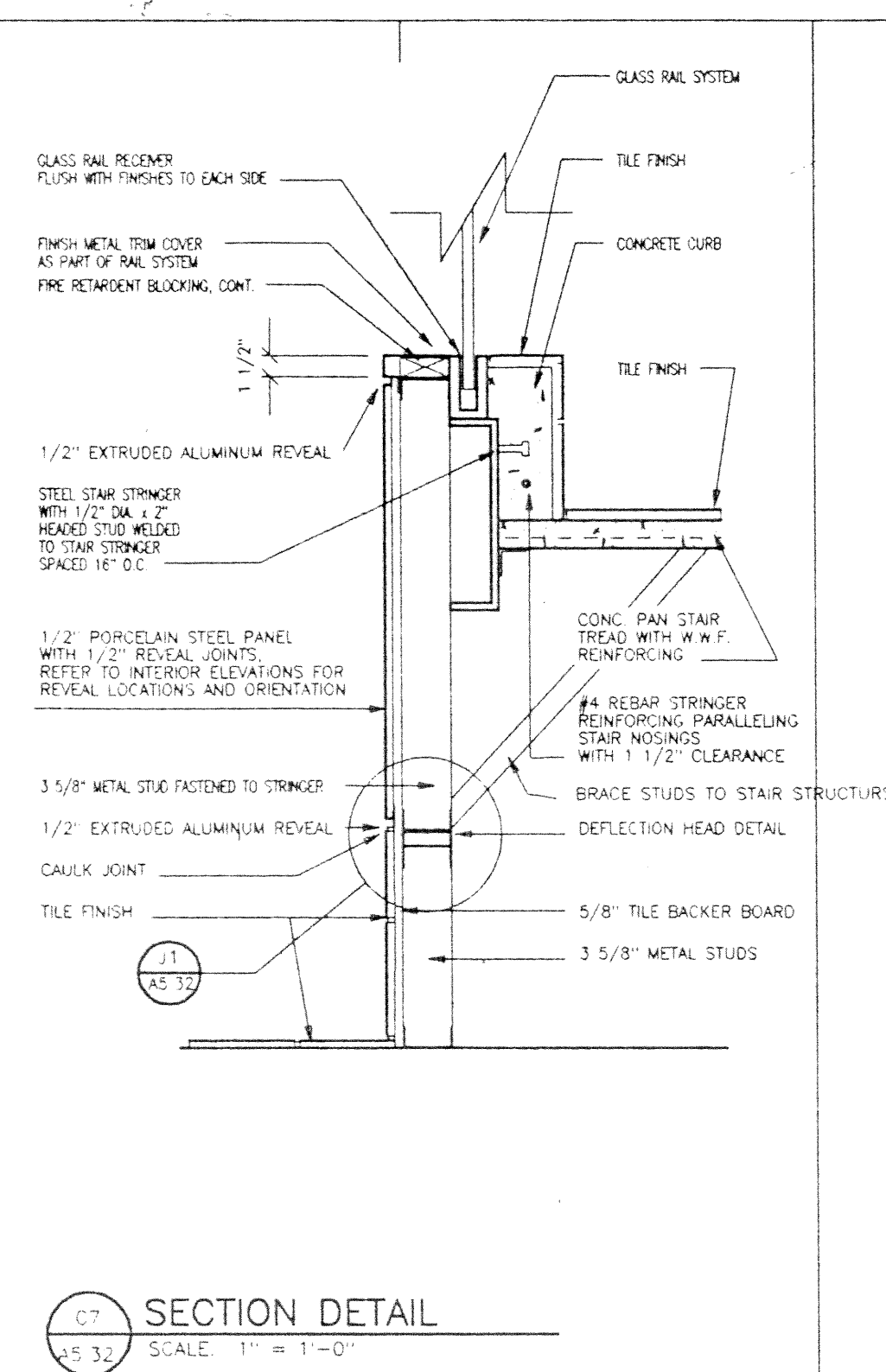
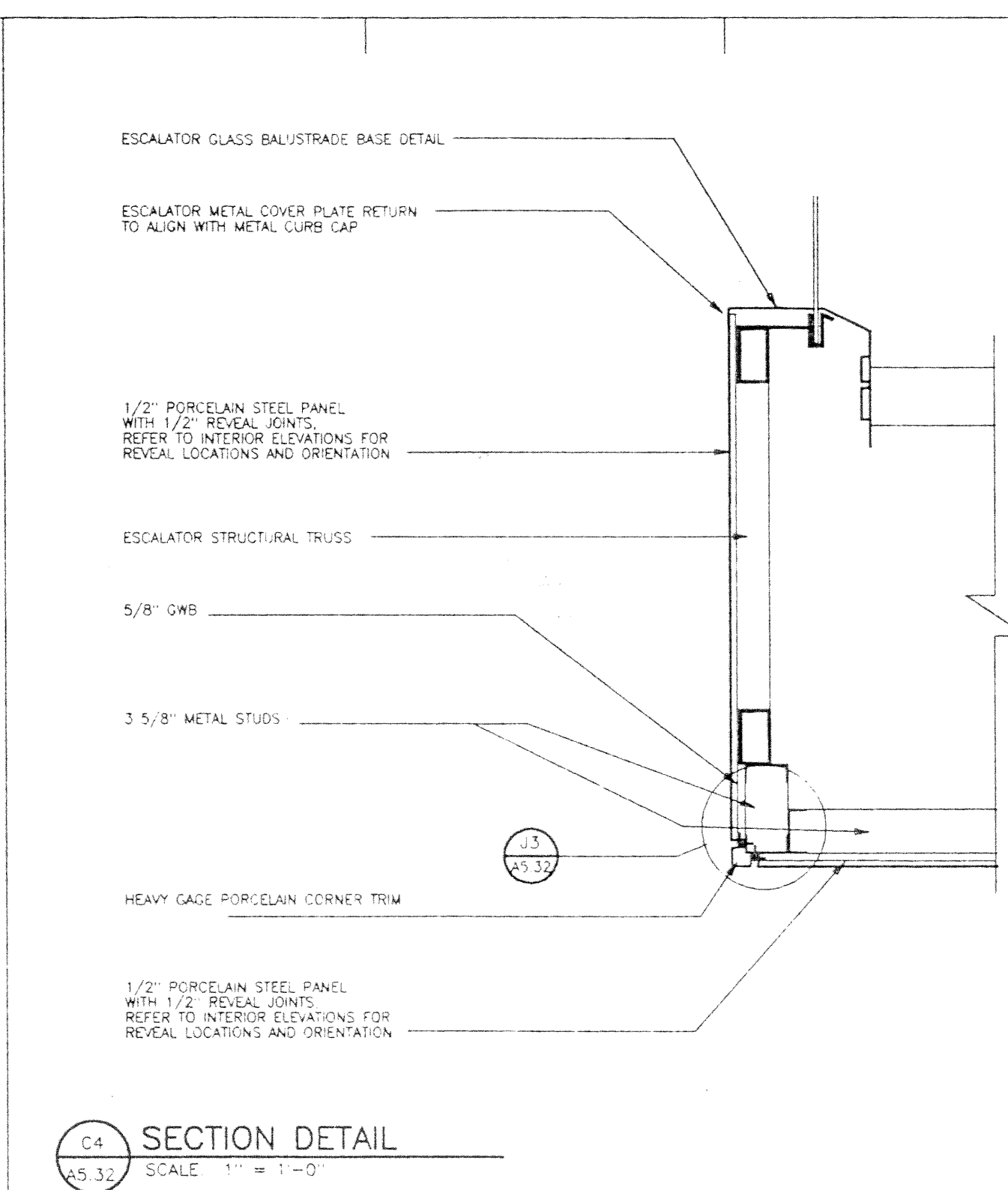
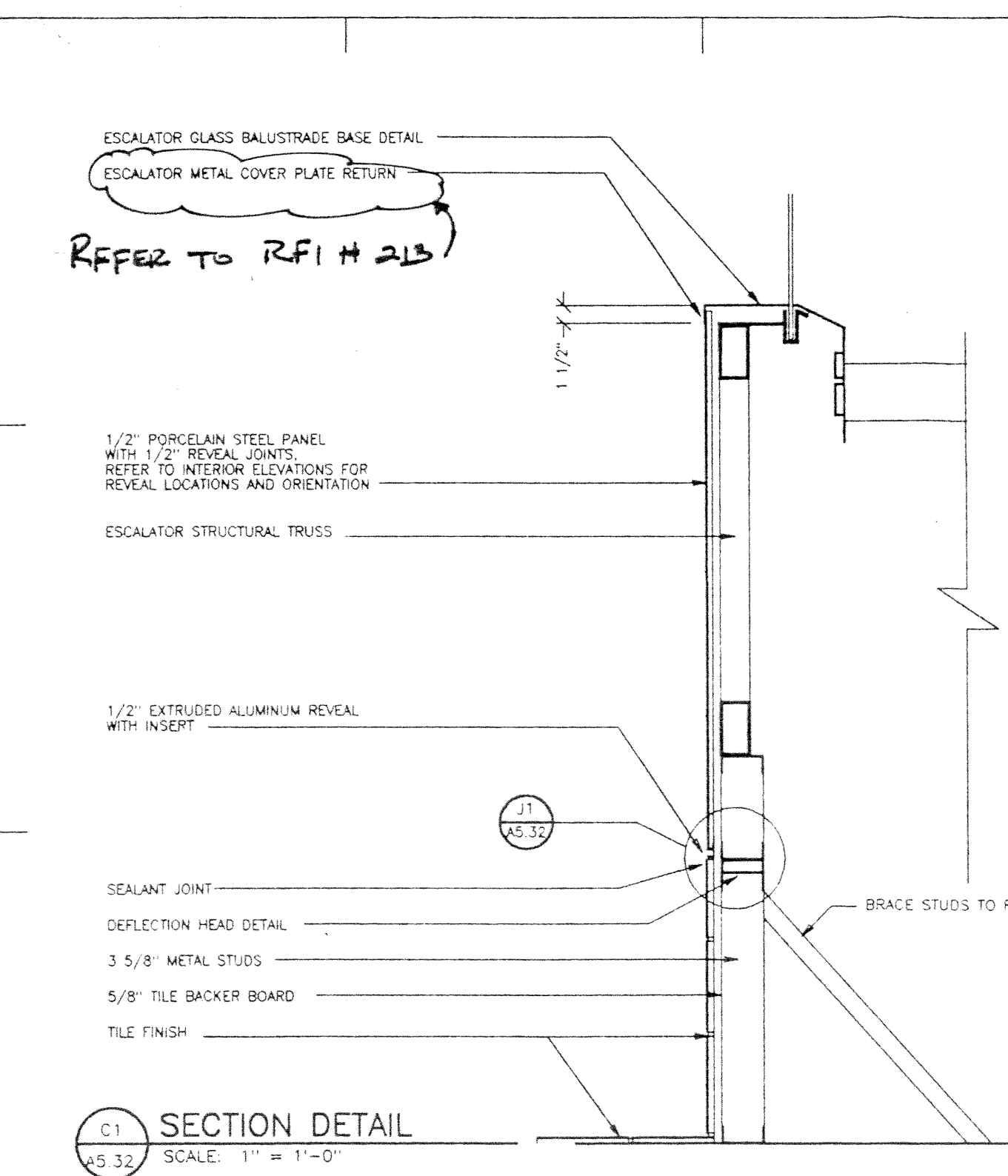
TERMINAL BUILDING PROJECT

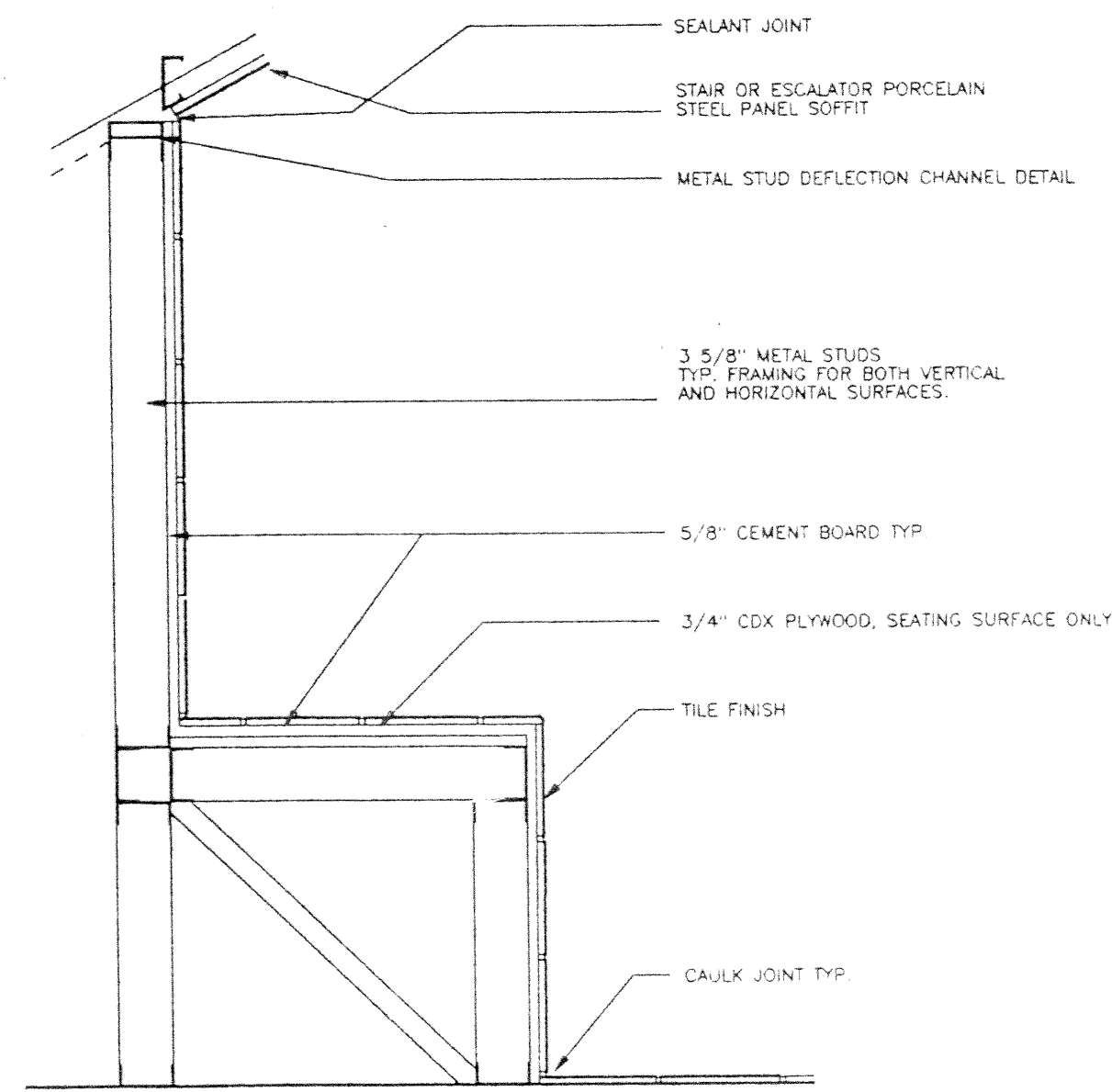
MANCHESTER, NEW HAMPSHIRE

PROJECT PACKAGE T-2

AS BUILT DRAWINGS

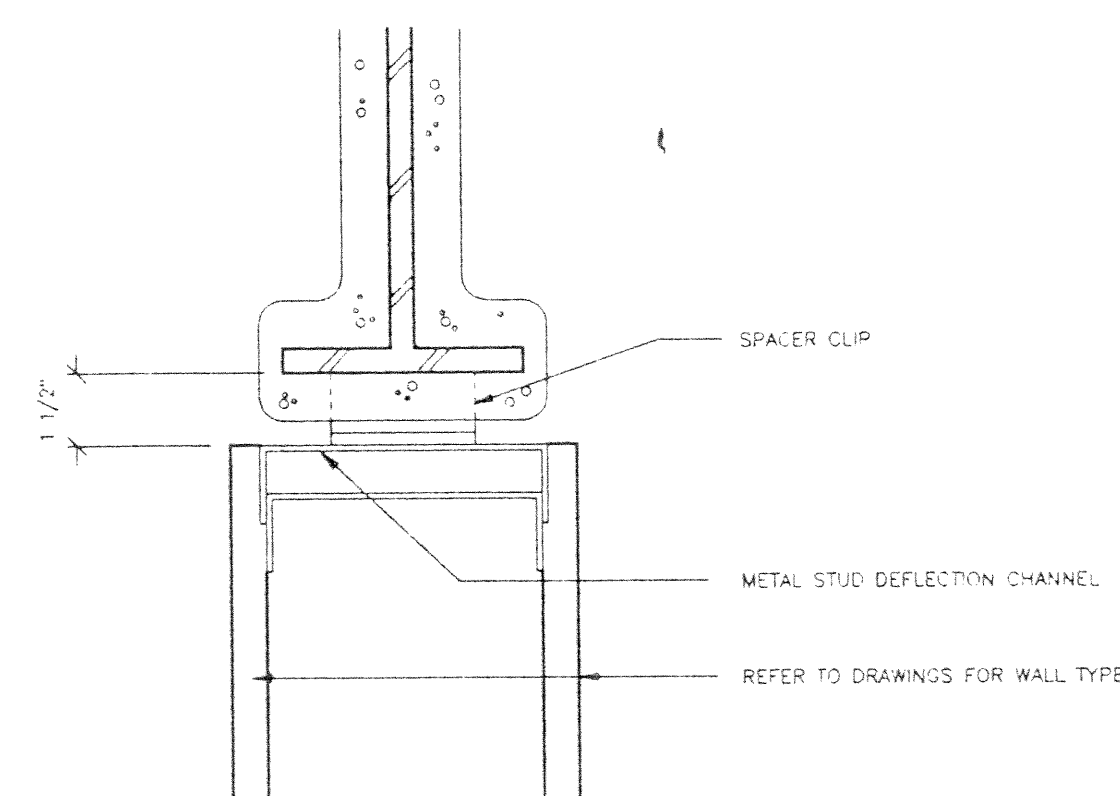
A4.5



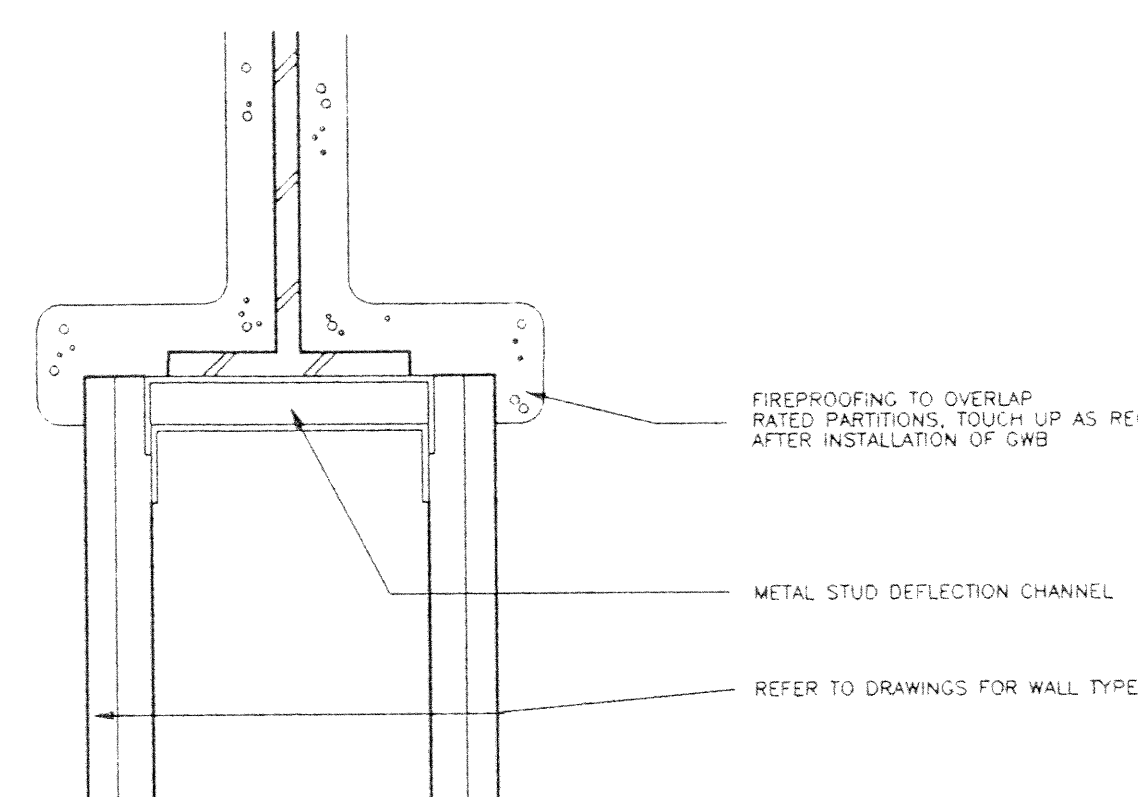


C1 SECTION DETAIL
AS 35 SCALE: 1" = 1'-0"

Main Lobby - Stairs & Escalators Area



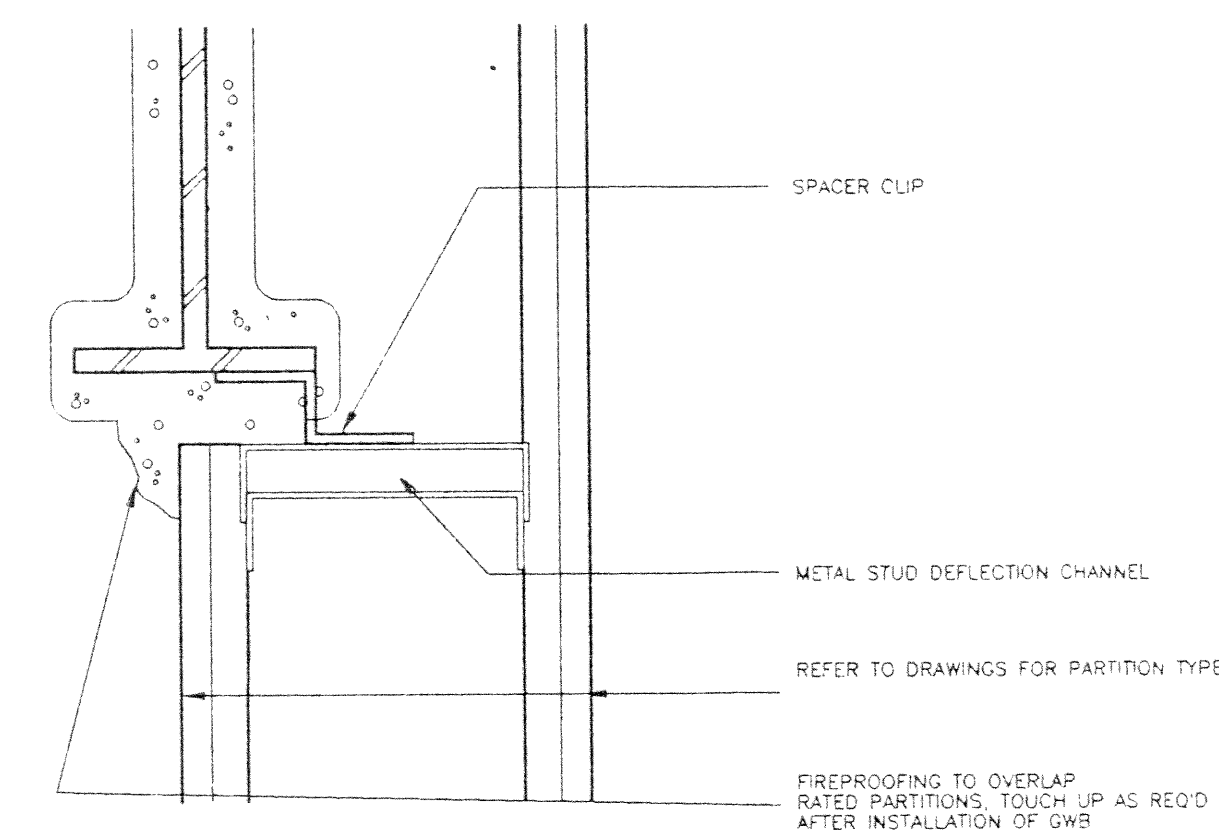
C4 TYP. NON RATED WALL FIREPROOF INTERFACE DETAIL
AS 35 NOT TO SCALE



ITEM NO. 54: Drawing AS 35, Detail C7: Add Note "At 1 hour rated partitions, provide spacer clips between steel beam and stud track to allow full depth application of fireproofing to steel beam. Fill all gaps tight between steel beam and stud track with fire proofing."

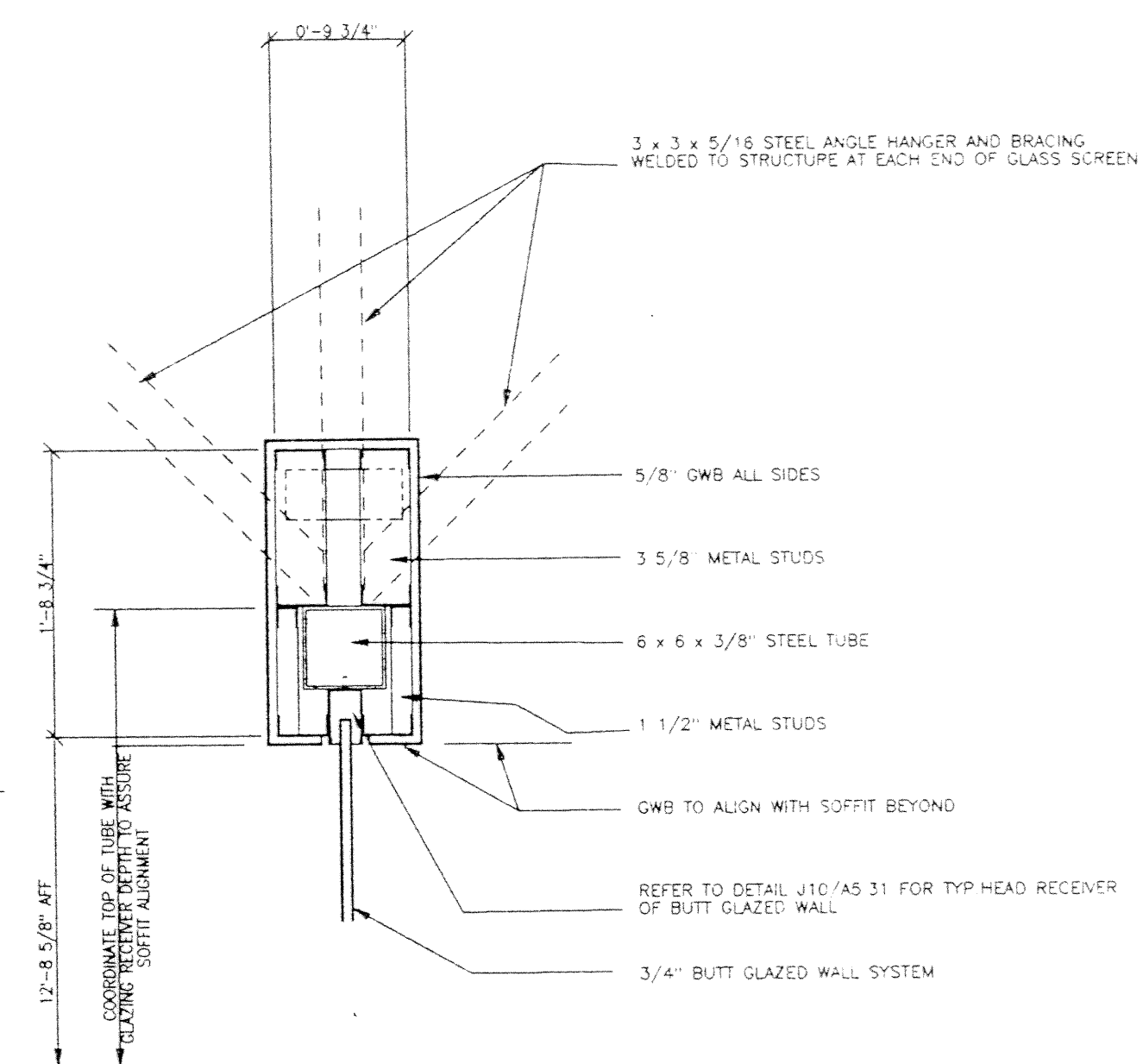
Addendum No. 2

C7 TYP. RATED WALL FIREPROOF INTERFACE DETAIL
AS 35 NOT TO SCALE

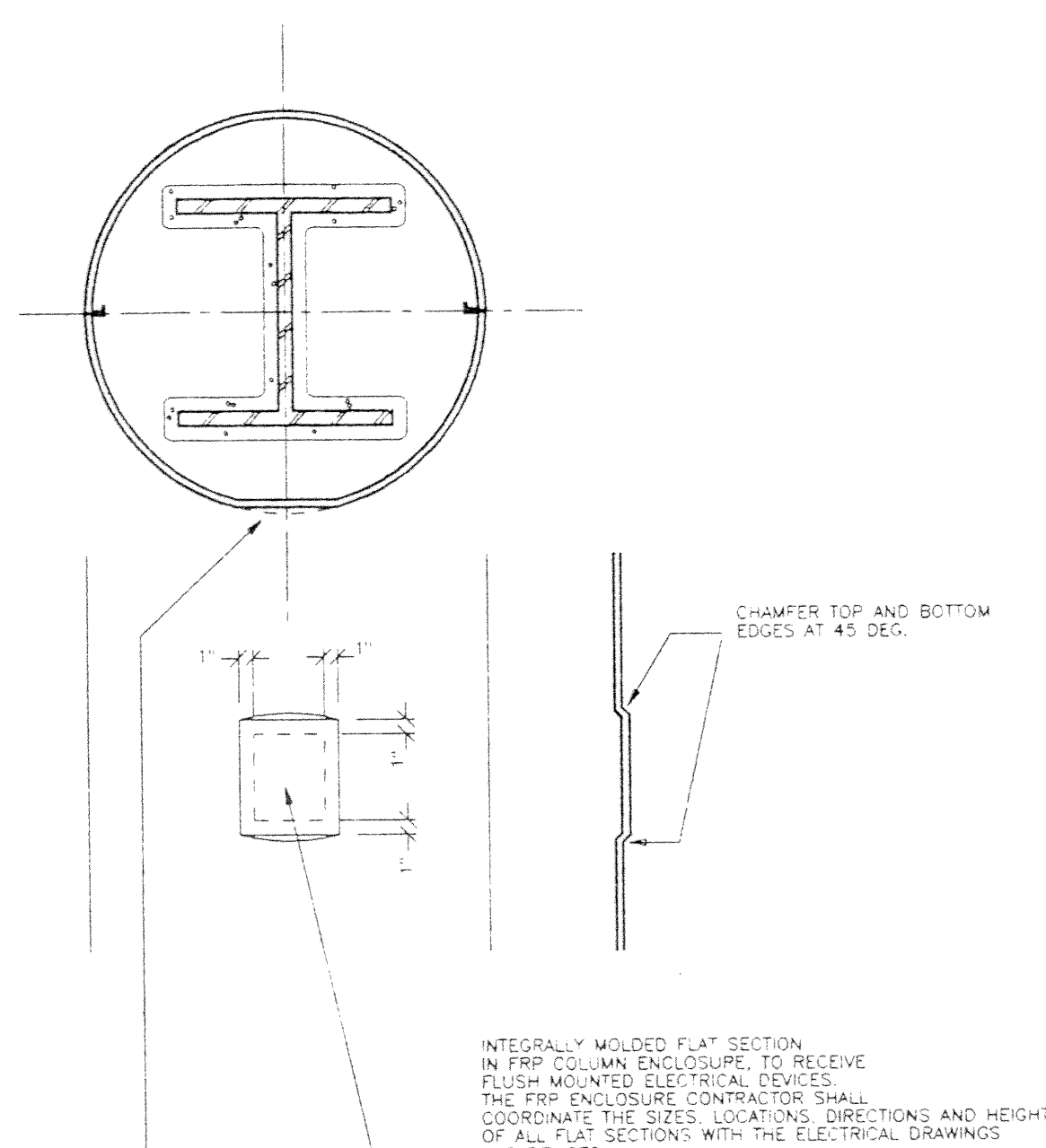


C10 TYP. RATED WALL FIREPROOF INTERFACE DETAIL
AS 35 NOT TO SCALE

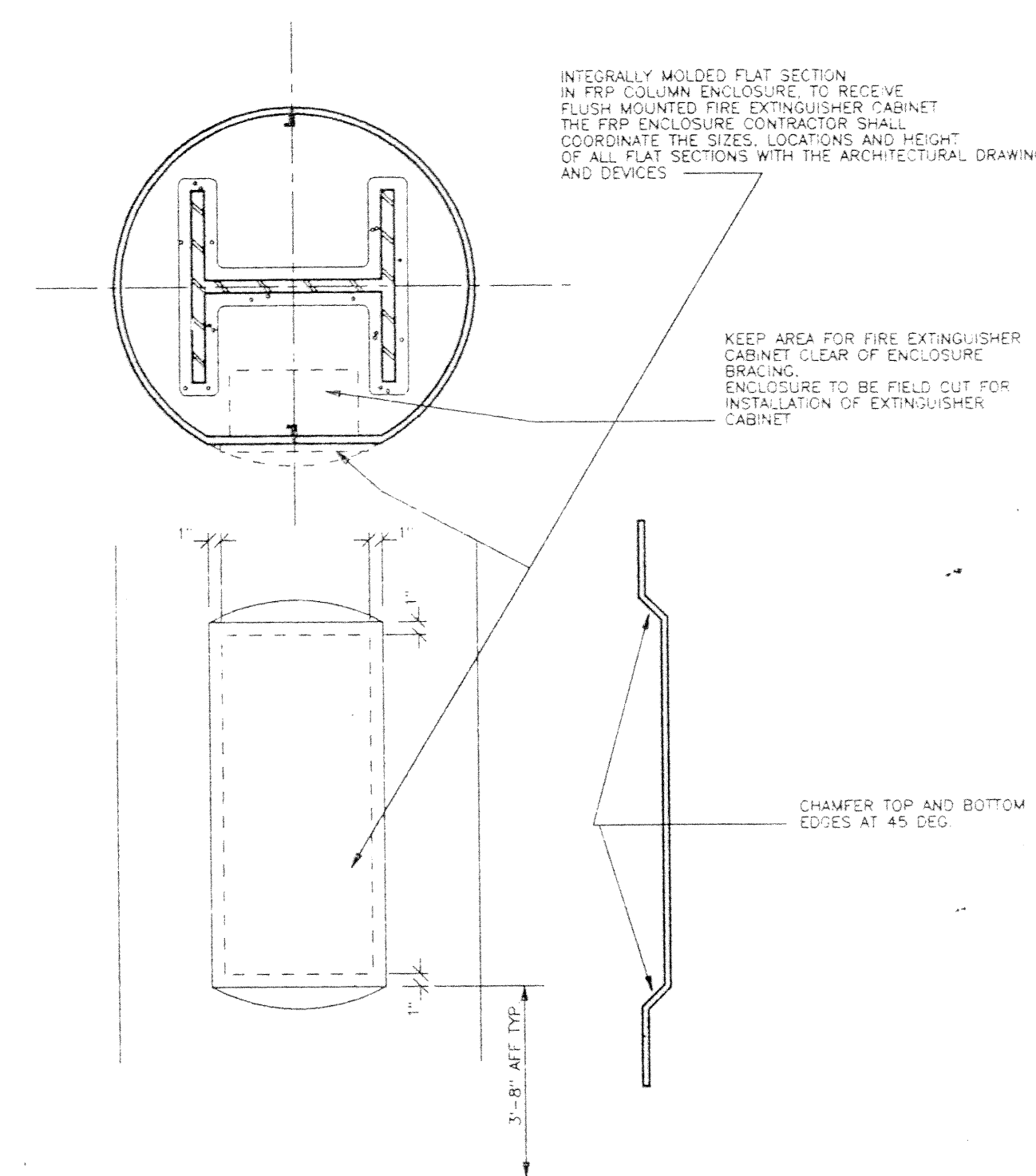
X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"



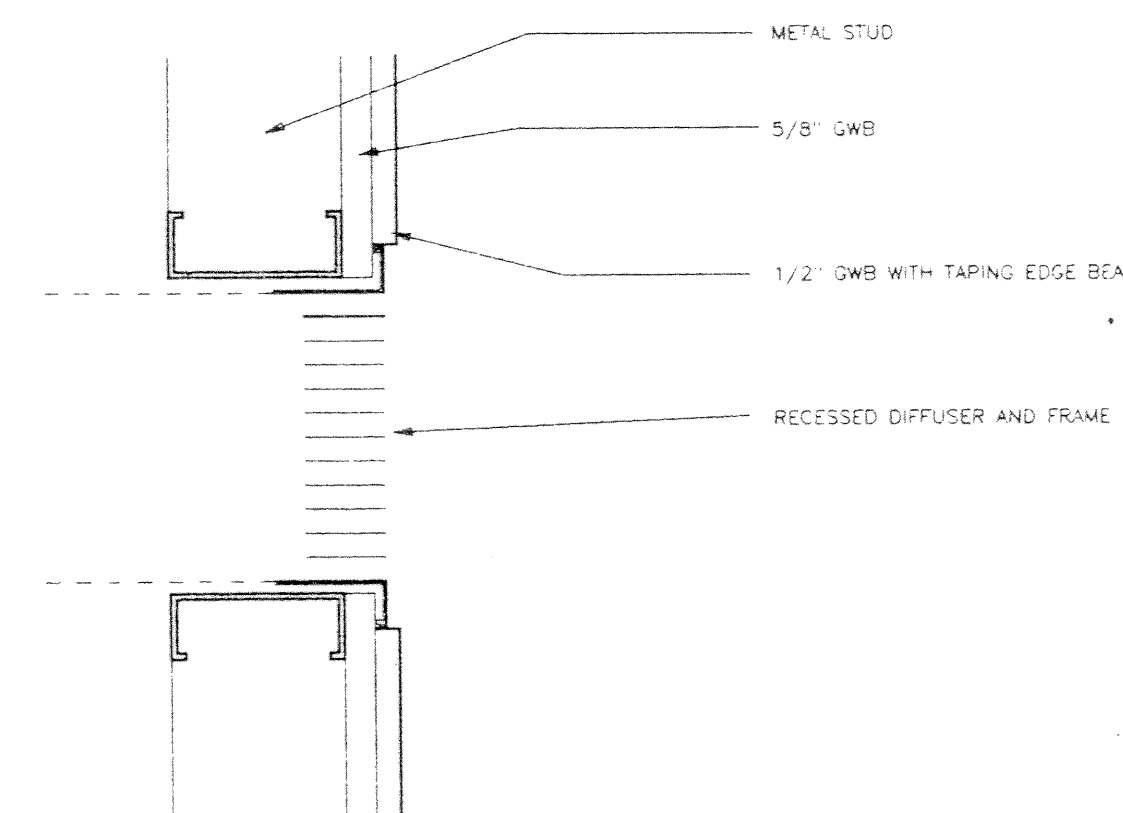
F1 SECTION DETAIL
AS 35 SCALE: 1" = 1'-0"



F4 TYP. FRP COL. ENCLOSURE AT ELECTRICAL DEVICE
AS 35 NOT TO SCALE



F7 TYP. FRP COL. ENCLOSURE AT F.E.C.
AS 35 NOT TO SCALE



F10 SECTION DETAIL (TYP. MECH. WALL DIFFUSER)
AS 35 SCALE: 3" = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

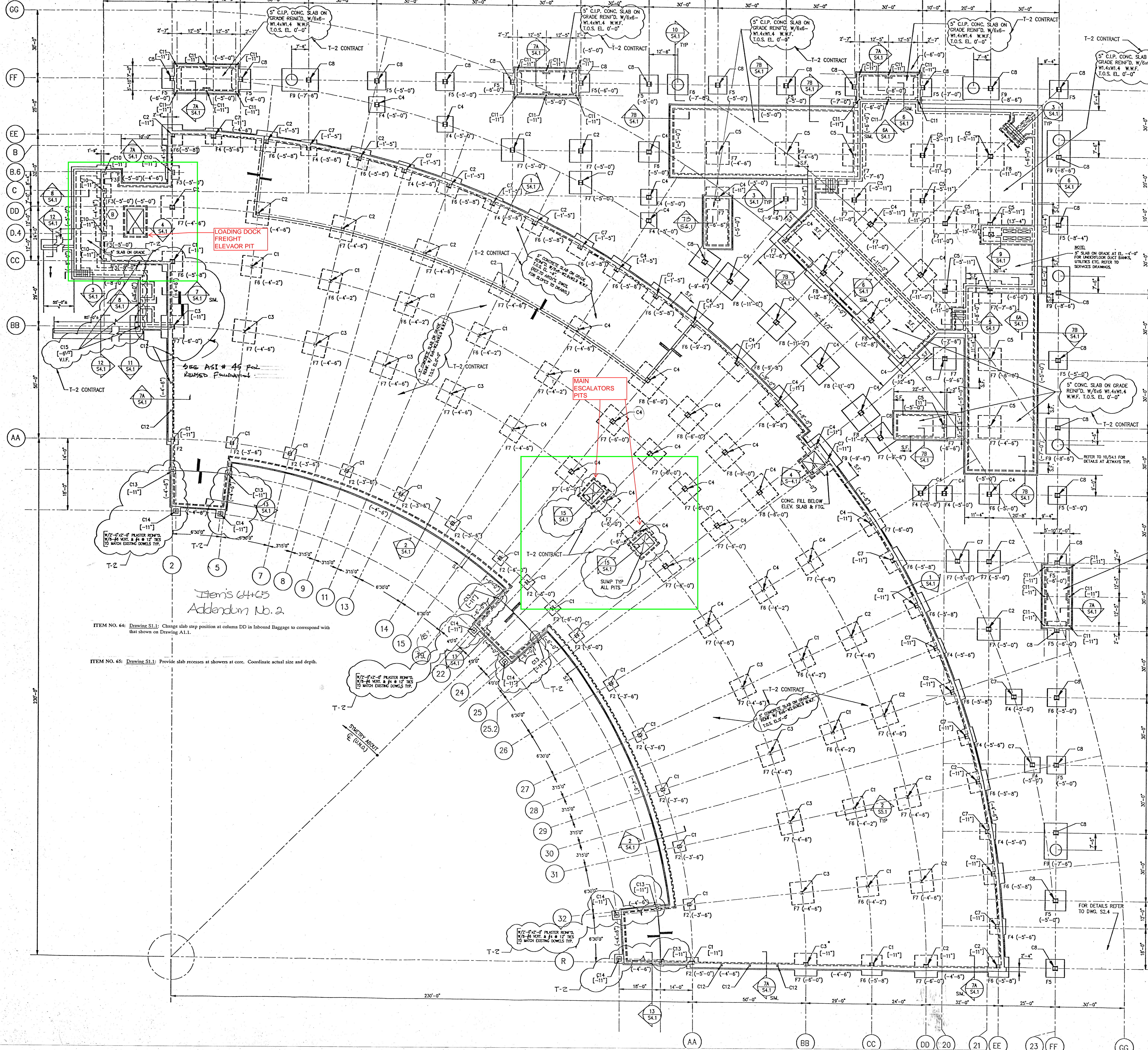
X SECTION DETAIL
AS 35 SCALE: X/X' = 1'-0"

MANCHESTER AIRPORT AUTHORITY - NEW TERMINAL PROGRAM
TERMINAL BUILDING PROJECT
MANCHESTER, NEW HAMPSHIRE
PROJECT PACKAGE T-2

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PROJECT PACKAGE T-2



| COLUMN SCHEDULE | | | | |
|-----------------|--------------|----------------|-----------------------------|--|
| MARK | SIZE | BASE PLATE | BOLTS & NOTES | |
| C1 | W14x176 | 24"x24"x1/2" | 4/1" | |
| C2 | W14x193 | 26"x26"x2" | 4/1" | |
| C3 | W14x211 | 26"x26"x2" | 4/1" | |
| C4 | W14x159 | 24"x24"x1-1/2" | 4/1" | |
| C5 | W14x120 | 24"x24"x1-1/2" | 4/1" | |
| C6 | W14x43 | 16"x16"x1" | 2/1" | |
| C7 | W14x53 | 16"x16"x1" | 2/1" | |
| C8 | W14x68 | 18"x18"x1-1/4" | 2/1" | |
| C9 | W12x65 | 14"x14"x3/4" | 2/1" | |
| C10 | W10x49 | 12"x12"x3/4" | 2/1" | |
| C11 | W6x25 | 10"x10"x3/4" | 2/1" | |
| C12 | TS 12x8x5 | 10"x10"x3/4" | 2-3/4" | |
| C13 | TS 10x10x5 | 16"x16"x1" | 4-3/4" | |
| C14 | TS 10x10x5 | 16"x16"x1" | 4-3/4" | |
| C15 | TS 6x6x0.375 | 0-8"x12"x3/4" | 2-3/4" EXP. BOLTS TO EXIST. | |

| FOOTING SCHEDULE | | | |
|------------------|---------------------|--------------------------|-------------------|
| MARK | SIZE | REINFORCEMENT | REMARKS |
| F1 | 4'-0"x4'-0"x1'-0" | 5-#5 E.W.B. | EACH WAY BOTTOM |
| F2 | 5'-0"x5'-0"x1'-0" | 5-#5 E.W.B. | |
| F3 | 6'-0"x6'-0"x1'-0" | 8-#5 E.W.B. | |
| F4 | 7'-0"x7'-0"x2'-0" | 7-#6 E.W.B. | |
| F5 | 8'-0"x8'-0"x2'-0" | 9-#6 E.W.B. | |
| F6 | 9'-0"x9'-0"x2'-0" | 11-#6 E.W.B. | |
| F7 | 10'-0"x10'-0"x2'-0" | 8-#8 E.W.B. | |
| F8 | 12'-0"x12'-0"x2'-0" | 9-#9 E.W.B. | |
| F9 | 16'-0"x10'-0"x2'-0" | 20-#8 E.W.B. | |
| F10 | 16'-0"x8'-0"x2'-0" | 20-#8 E.W.B. | |
| F11 | 5'-0"x5'-0"x6'-0" | 4-#6 VERT. & 4"x12" TIES | AT LIGHTING COLS. |

NOTE:
THIS DRAWING ISSUED FOR EXTENT OF CONCRETE SLABS ON GRADE, ESCALATOR PITS, PIERS, VESTIBULES & LOADING DOCK FRAMING. OTHER INFORMATION RELATES TO T-2 CONTRACT IS FOR REFERENCE PURPOSES ONLY.

- DRAWING NOTES: (NOTES 1, 3, 5, 6, 8 AND 9 RELATE TO T-2 CONTRACT)
- SEE DRAWING S0.1 FOR TYPICAL DETAILS AND GENERAL NOTES.
 - F1 ETC. INDICATES A FOOTING TYPE. FOR SIZE OF FOOTING AND REINFORCEMENT SEE SCHEDULE THIS DRAWING.
 - () INDICATES A BOTTOM OF FOOTING ELEVATION.
 - S.F. INDICATES A STEPPED FOOTING. SEE DETAIL 10 ON DRAWING S0.1.
 - INDICATES A DEPRESSED SLAB ON GRADE. FOR DETAIL REFER TO DETAIL 5 ON DRAWING S0.1. FOR EXACT LOCATION REFER TO ARCHITECT DRAWINGS.
 - C1 ETC. INDICATES A STEEL COLUMN TYPE. FOR SIZE OF COLUMN AND BASEPLATE SEE SCHEDULE THIS DRAWING.
 - ALL FOOTINGS ARE TO BE CENTERED UNDER COLUMNS UNLESS NOTED OTHERWISE.
 - BOTTOM OF COLUMN BASE PLATE ELEVATION -1'-11" UNLESS NOTED THUS []
 - FOR DIMENSIONS NOT SHOWN REFER TO ARCHITECTS DRAWINGS.
 - INDICATES A PILE. FOR SIZE AND REINFORCEMENT REFER TO DETAIL 3/S.S.1.
 - INDICATES BRACED BAY. FOR DETAILS SEE ELEVATIONS ON DRAWING S2.1.
 - N.I.C. DENOTES * NOT INCLUDED IN THIS CONTRACT *.
 - INDICATES FOUNDATION FOR JETWAY REFER TO 10/S4.1 FOR DETAILS.

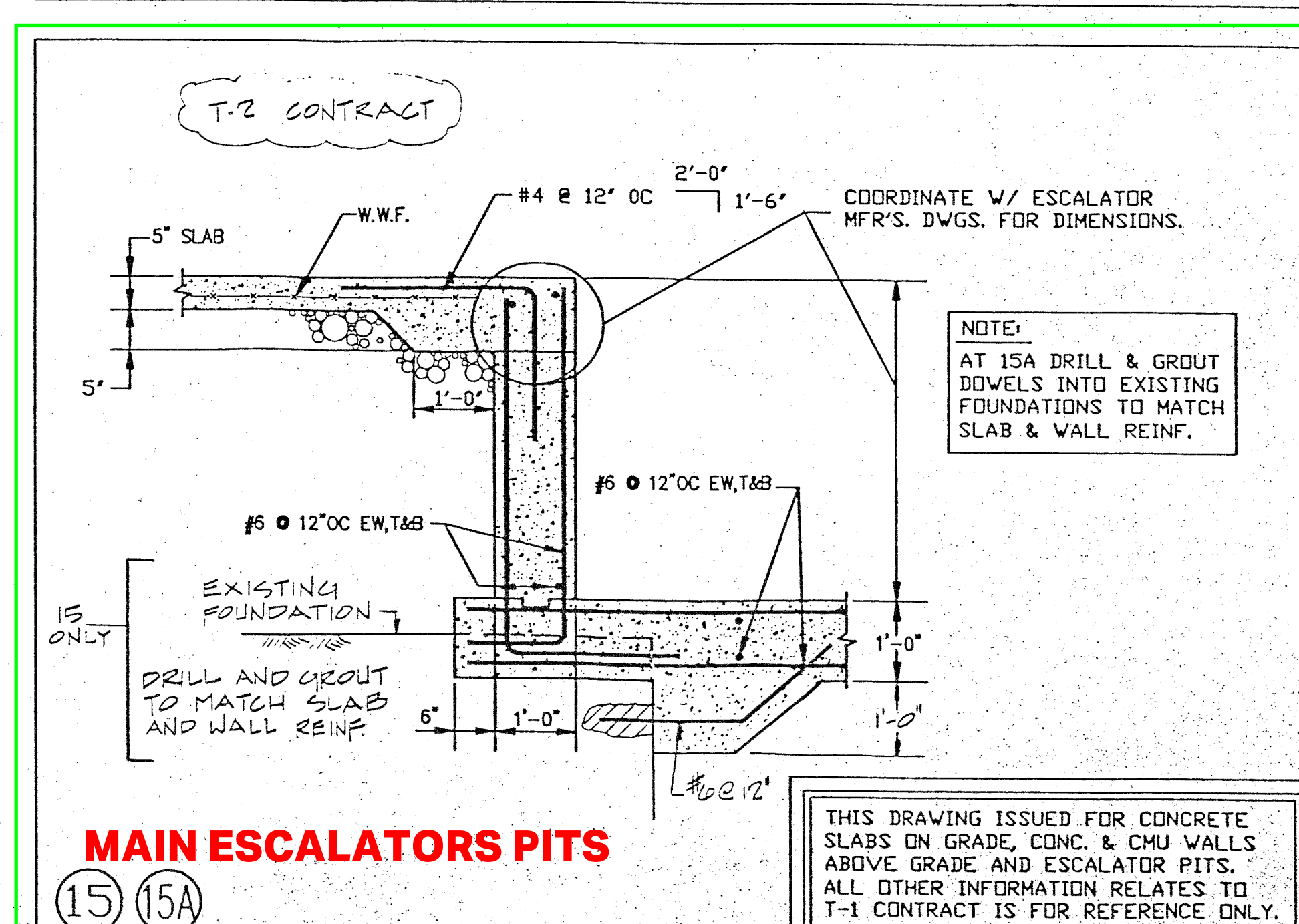
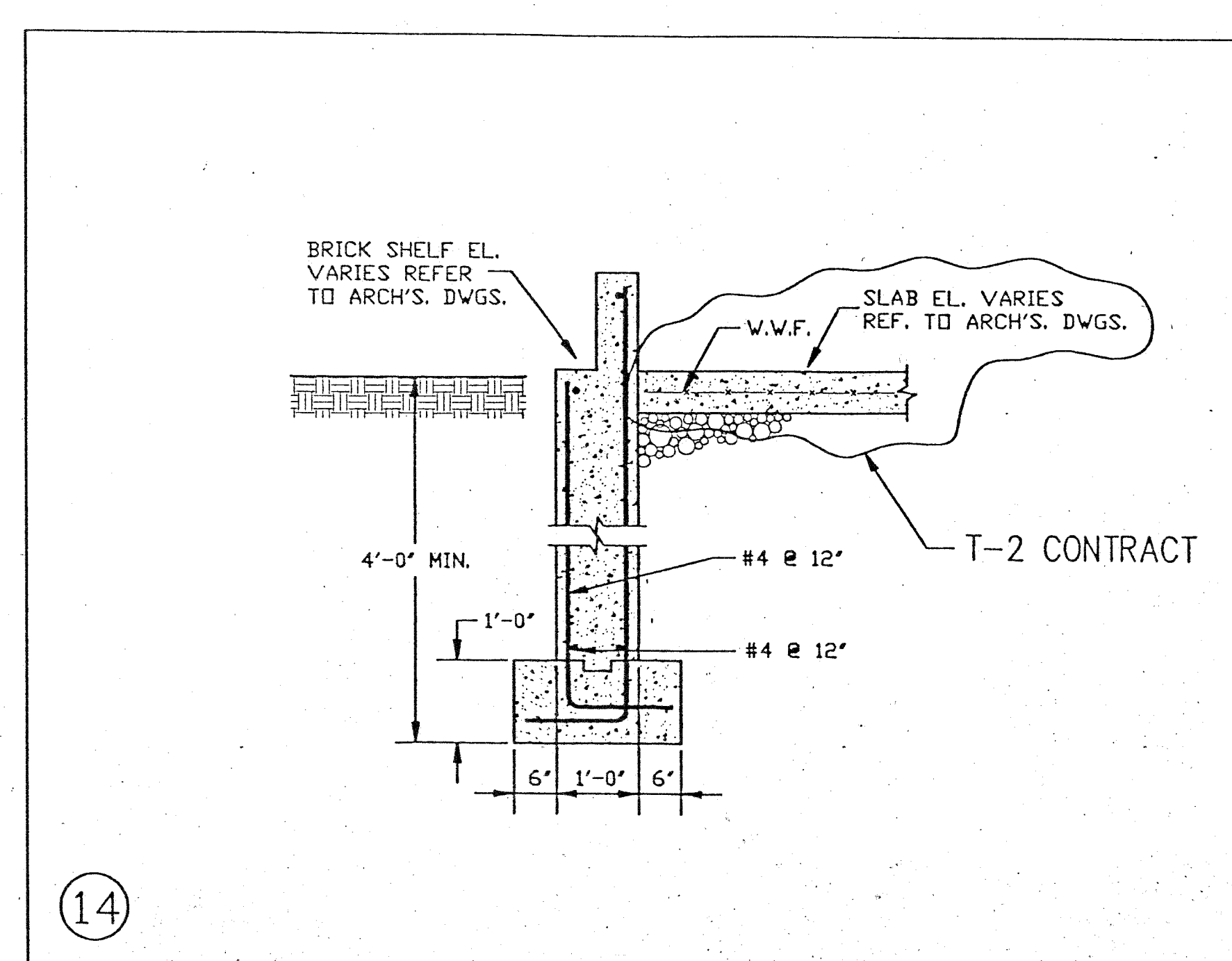
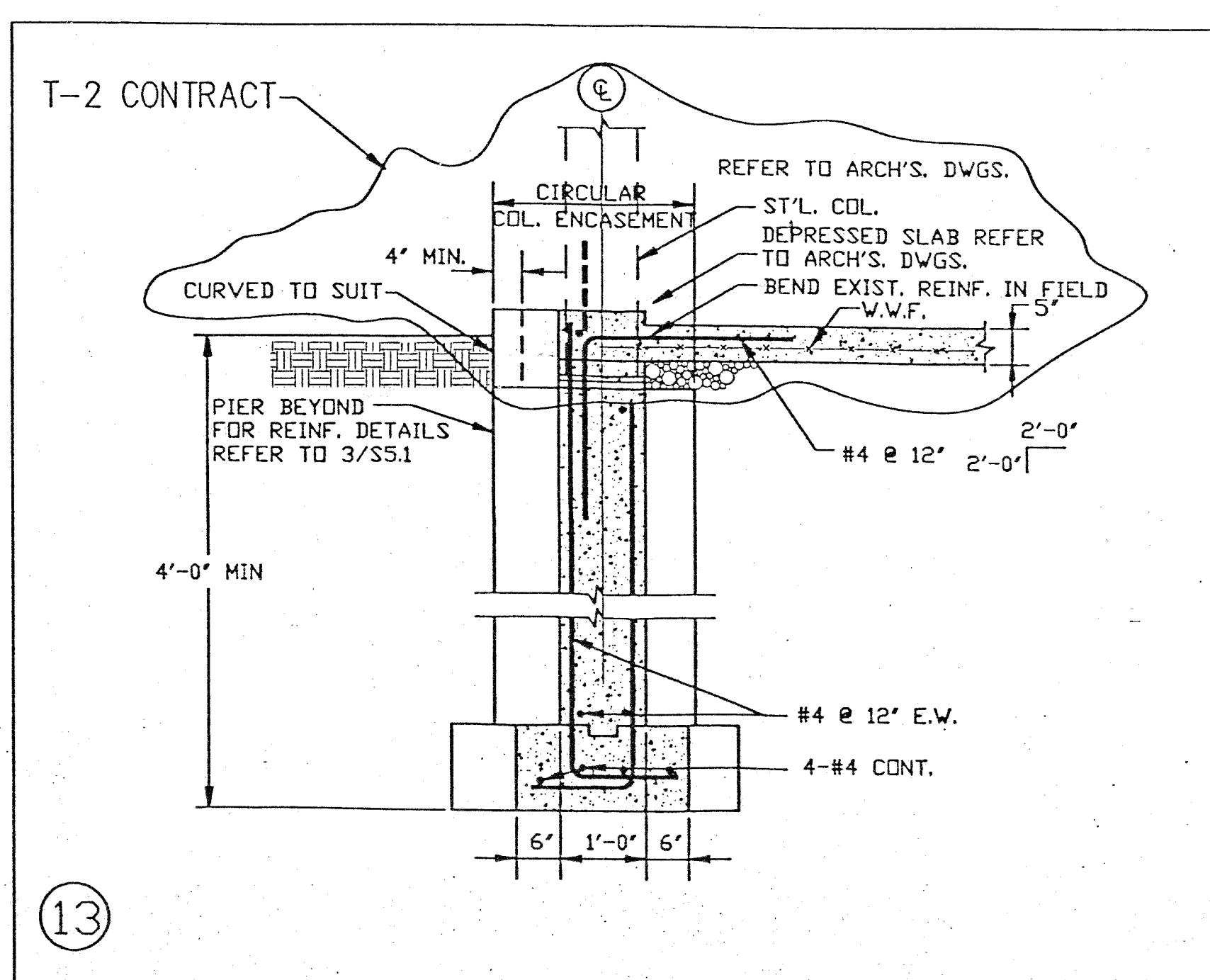
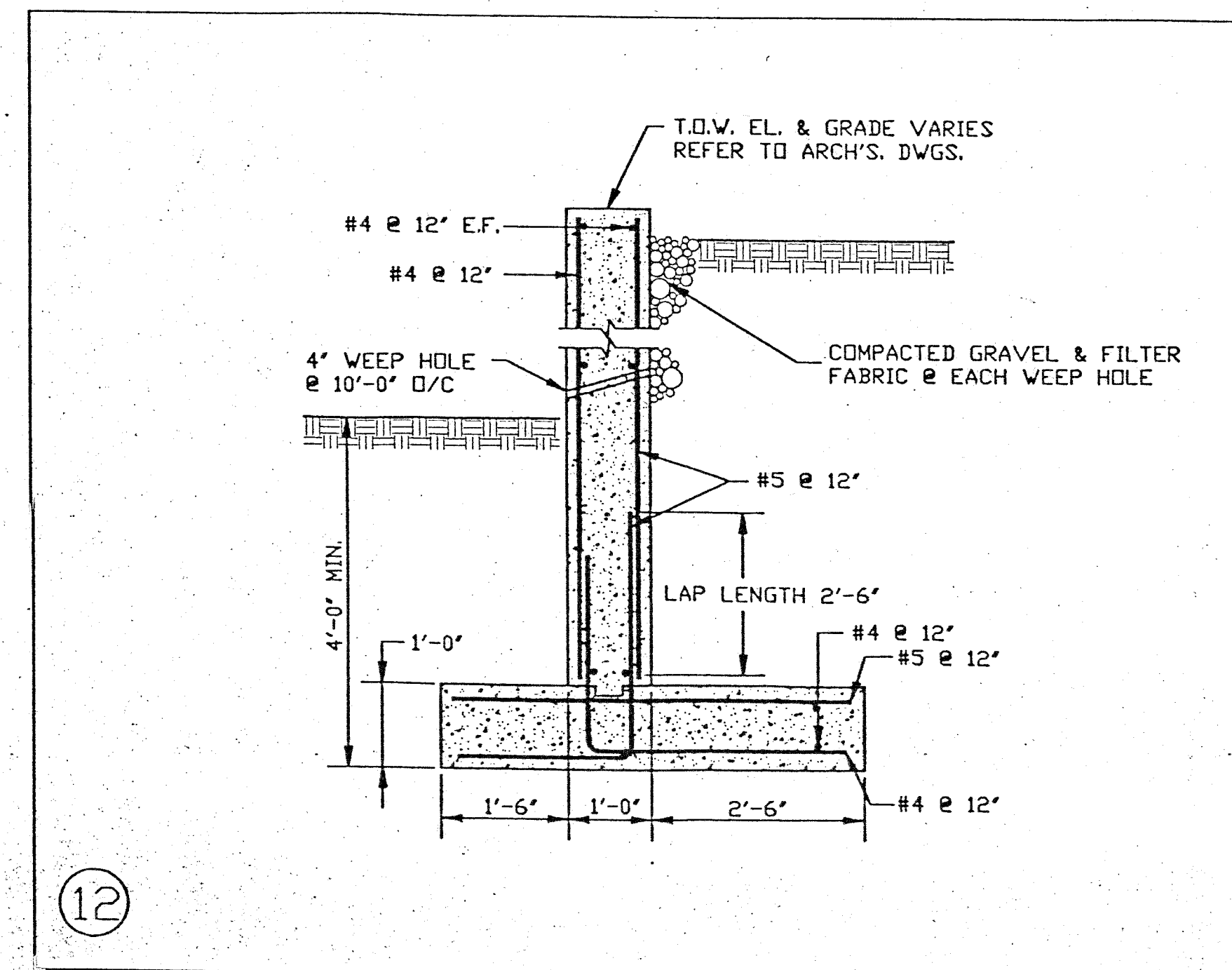
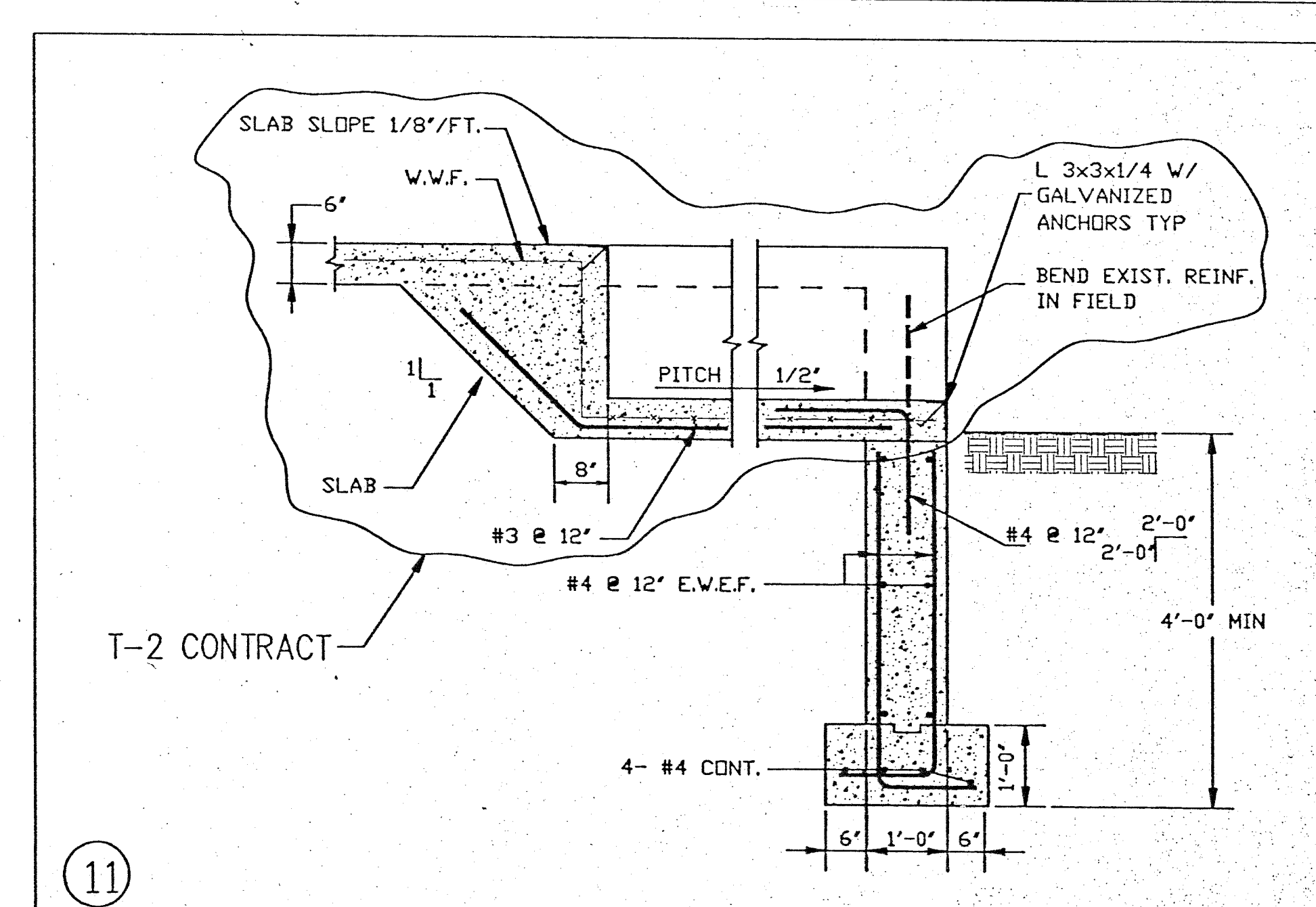
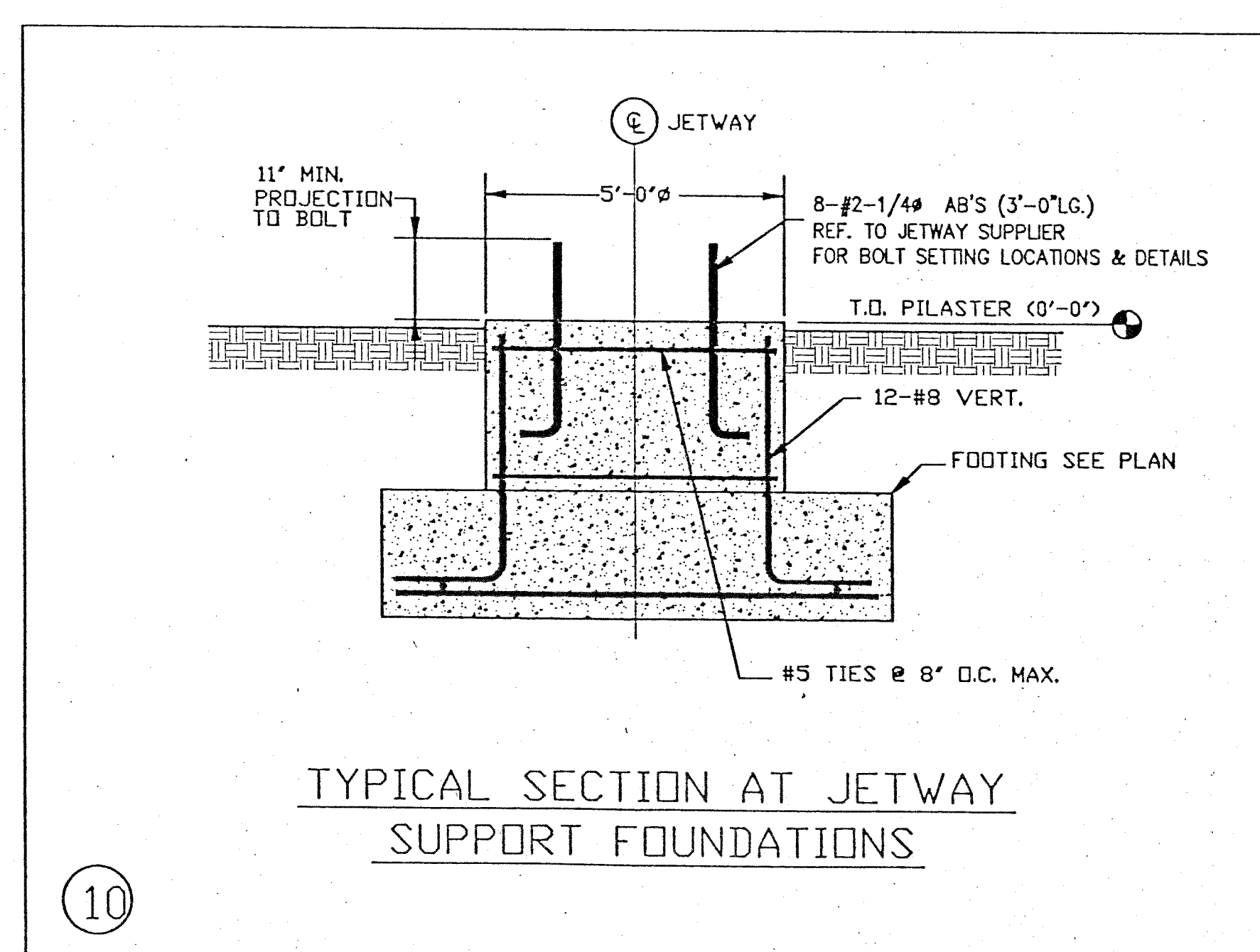
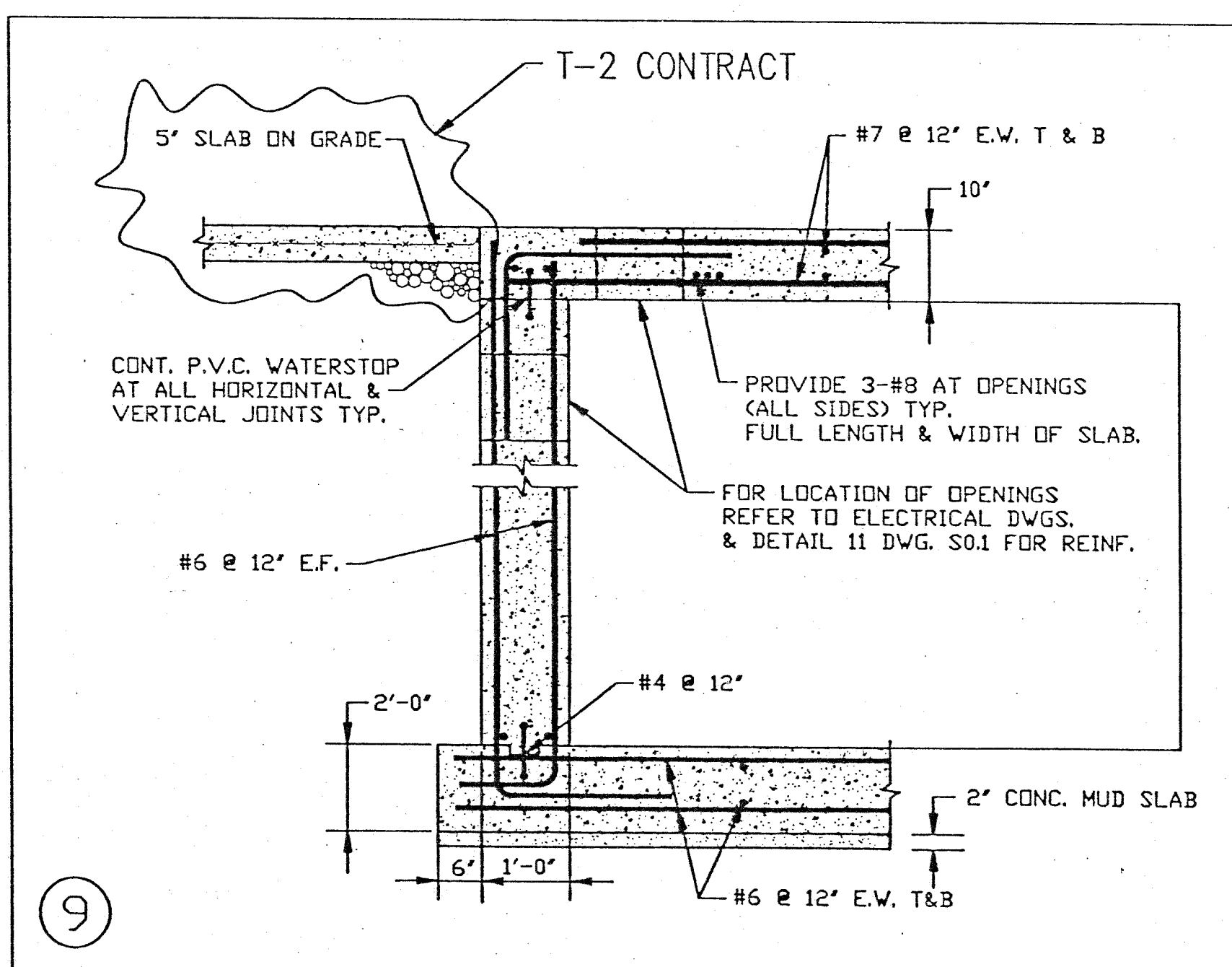
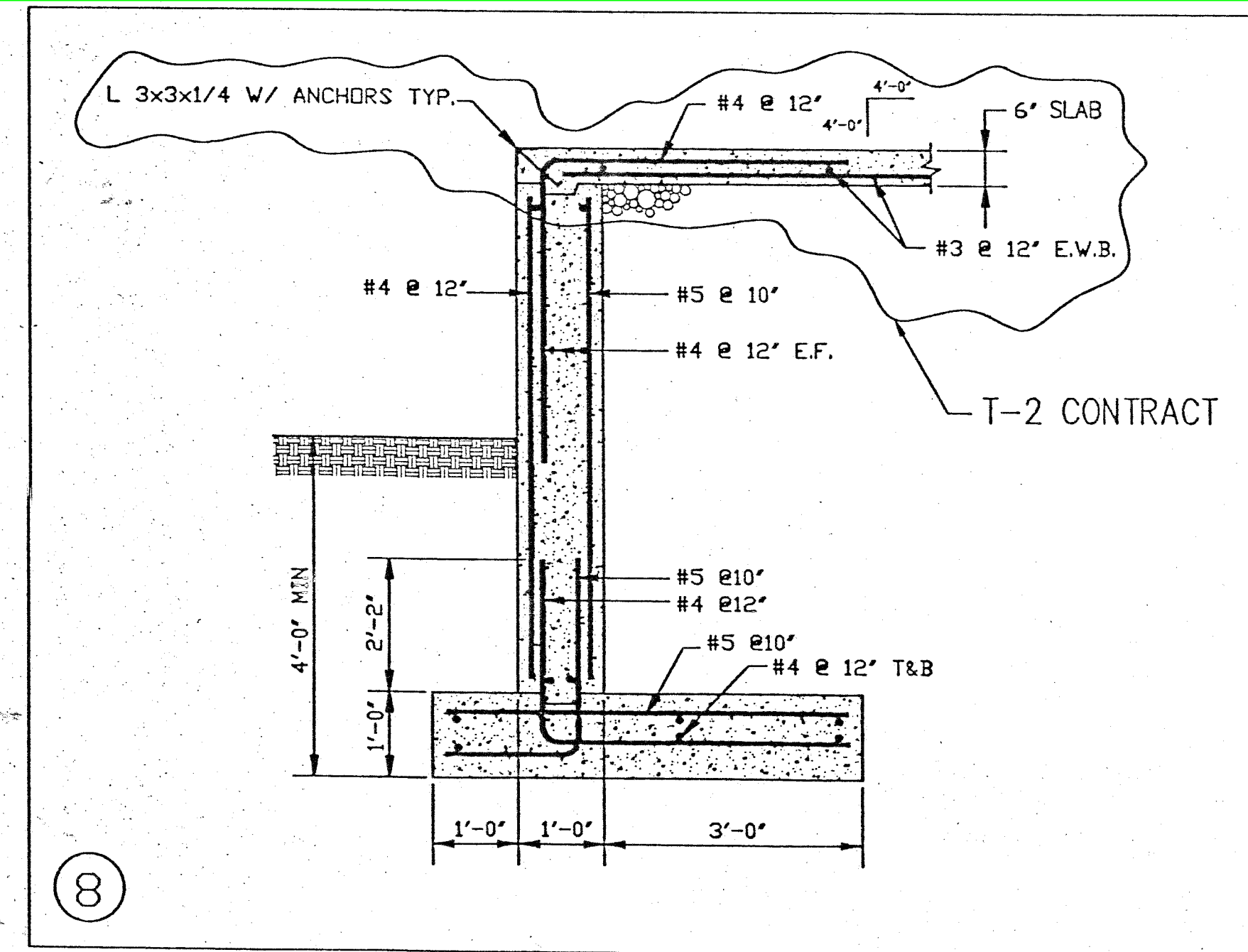
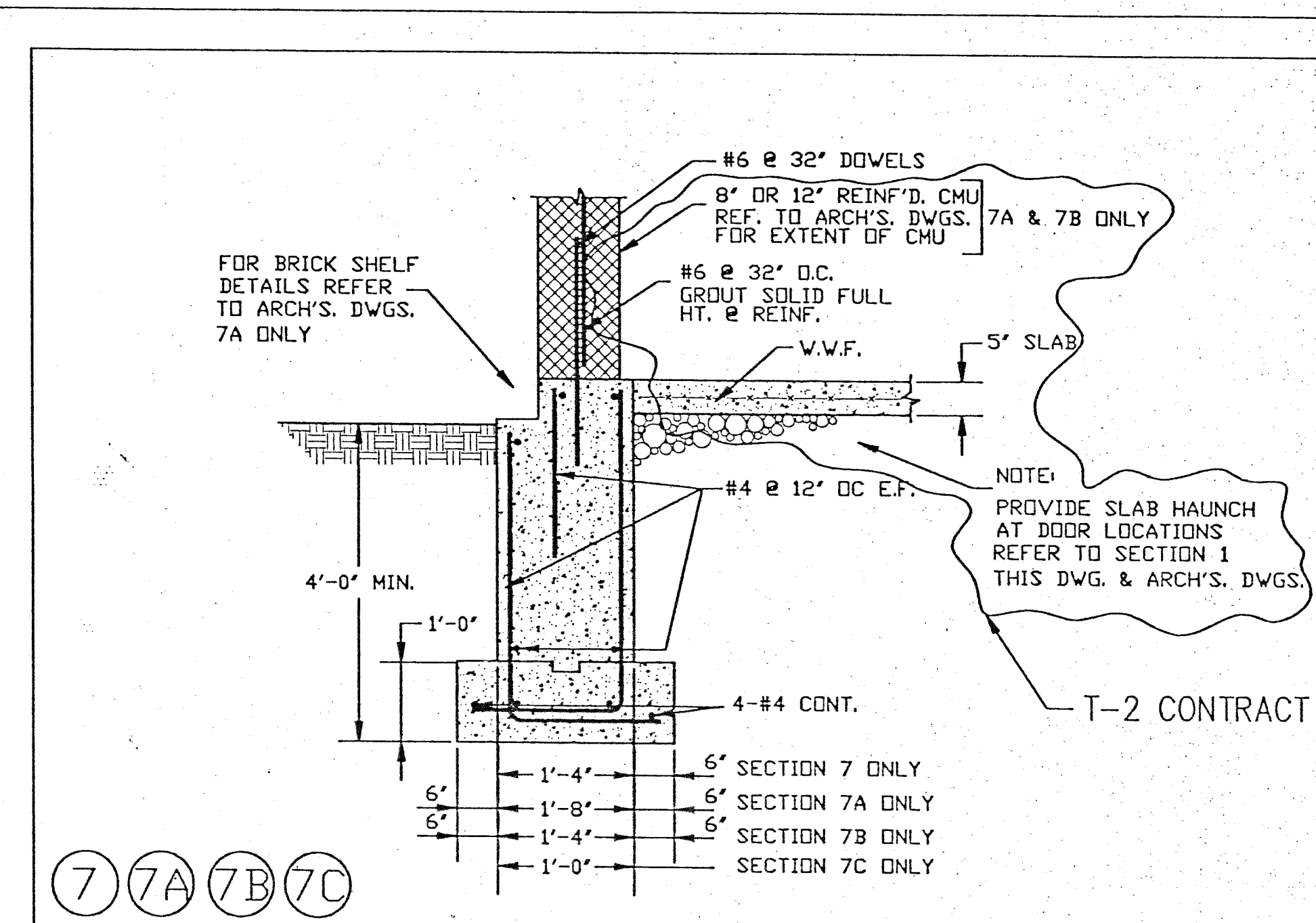
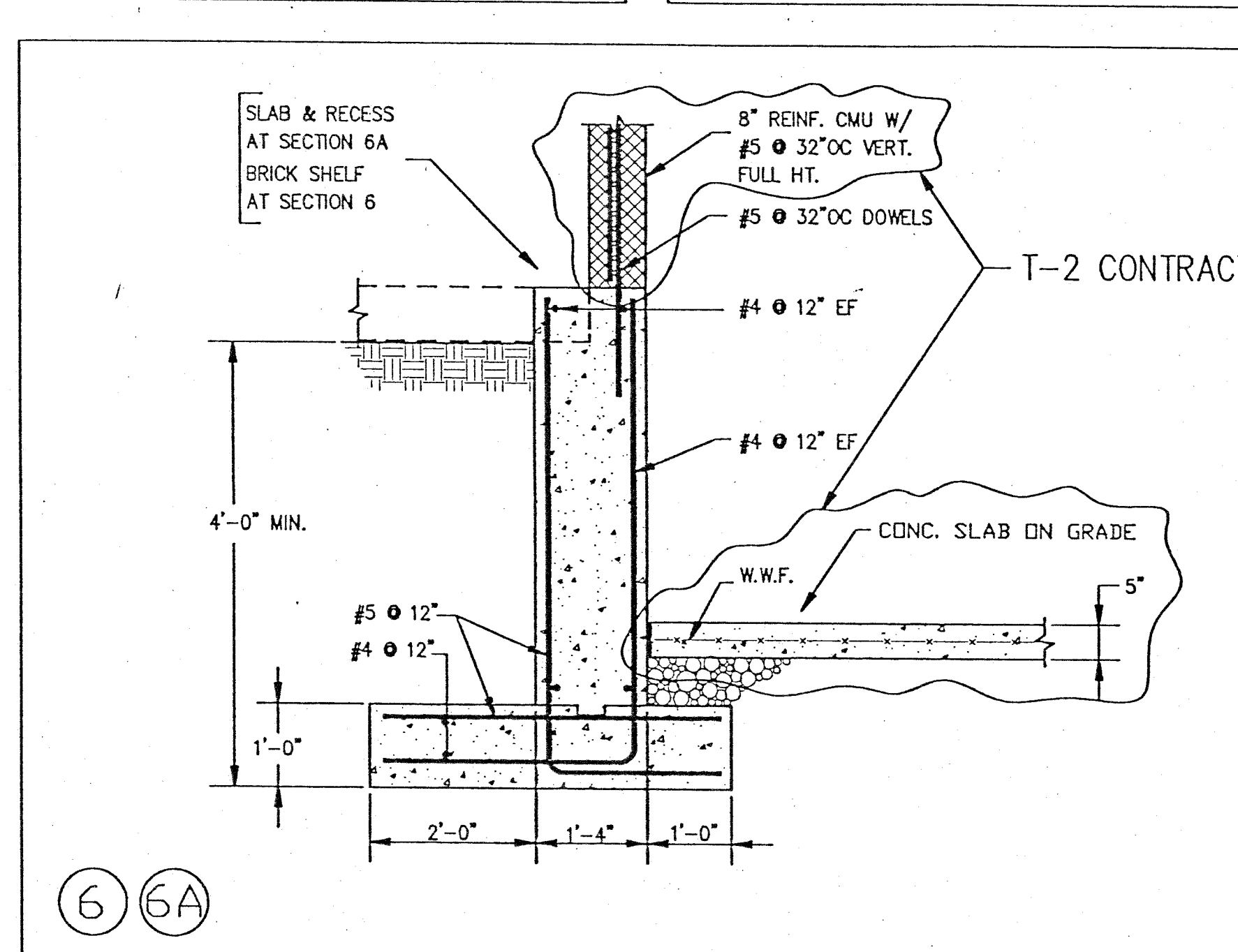
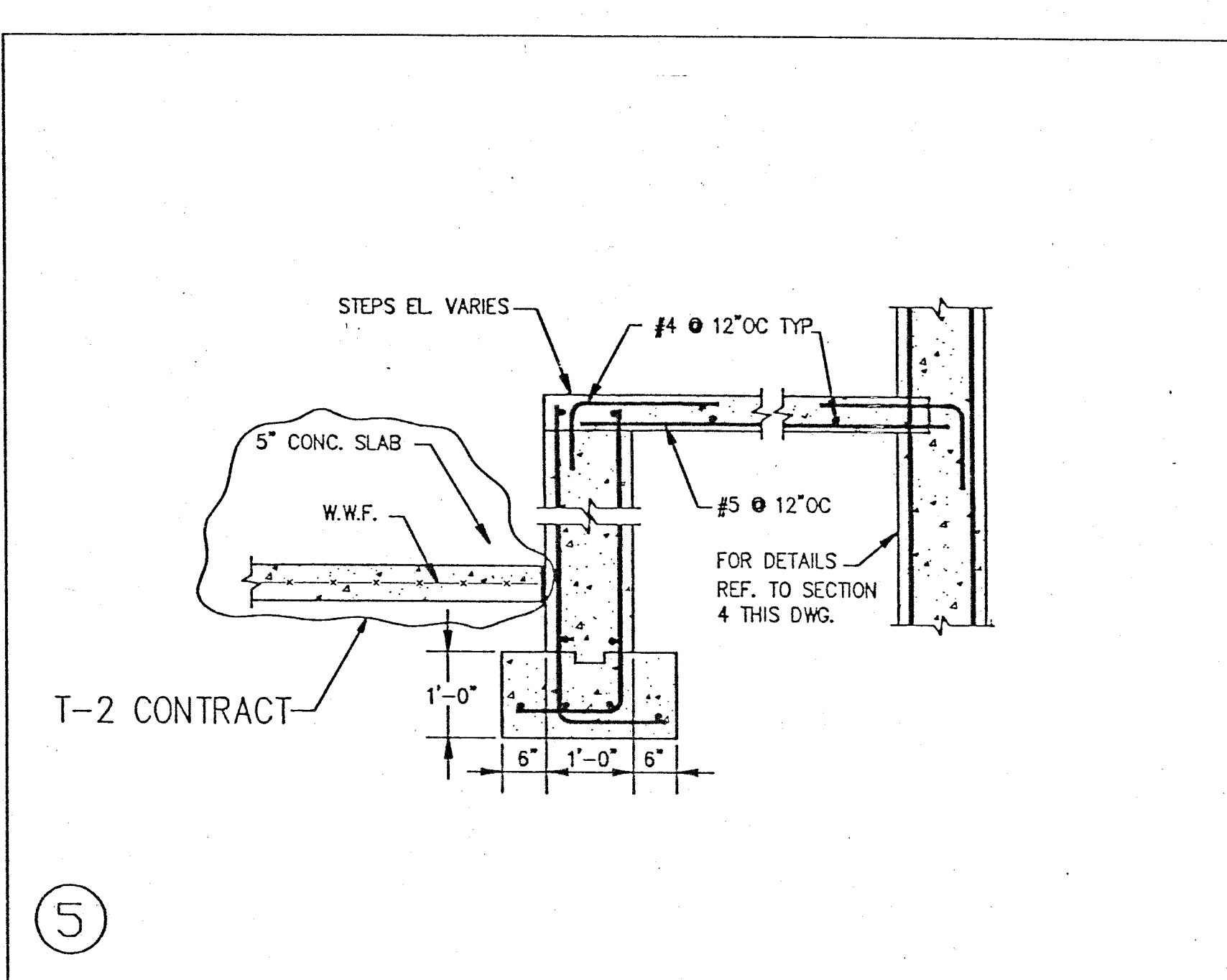
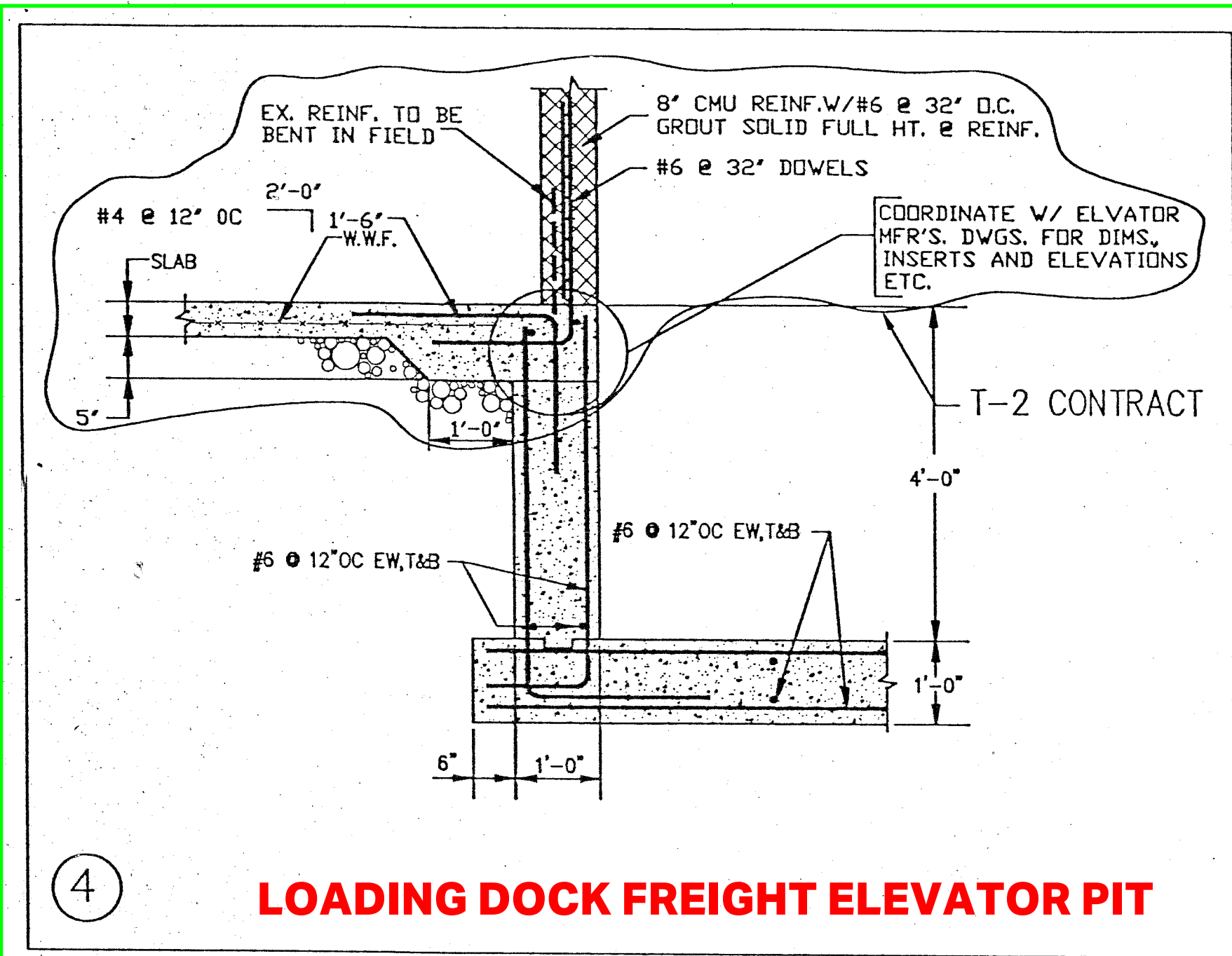
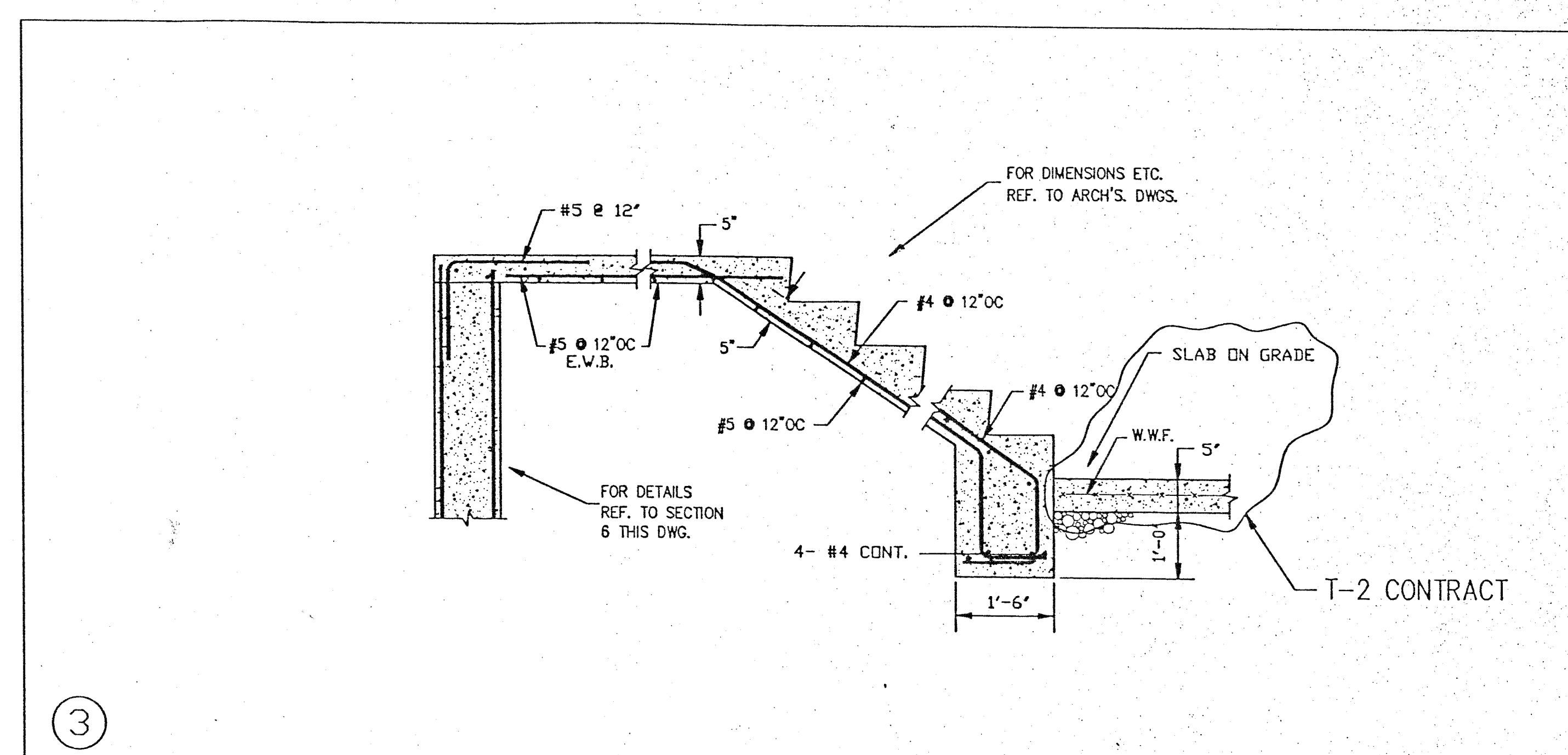
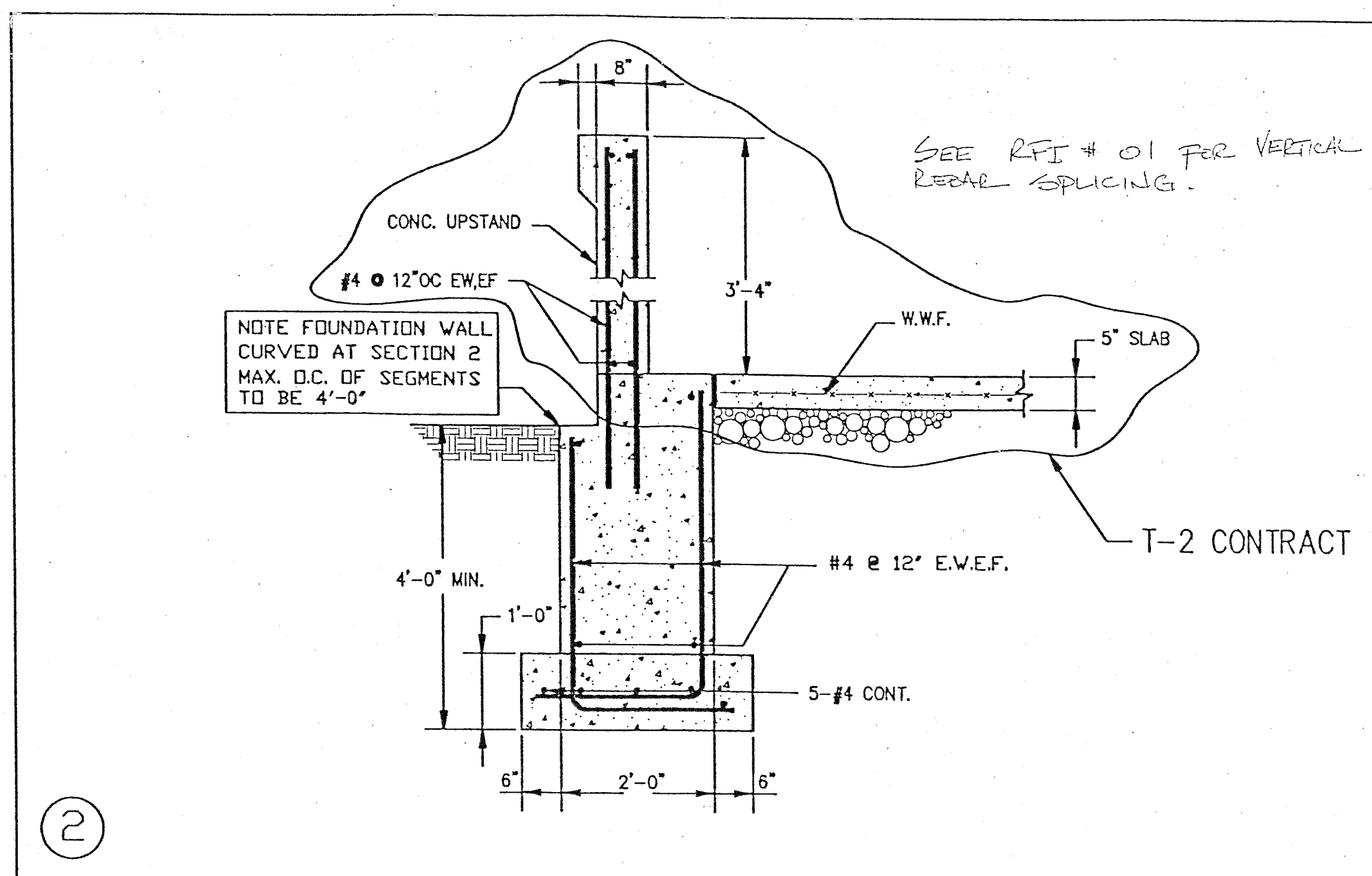
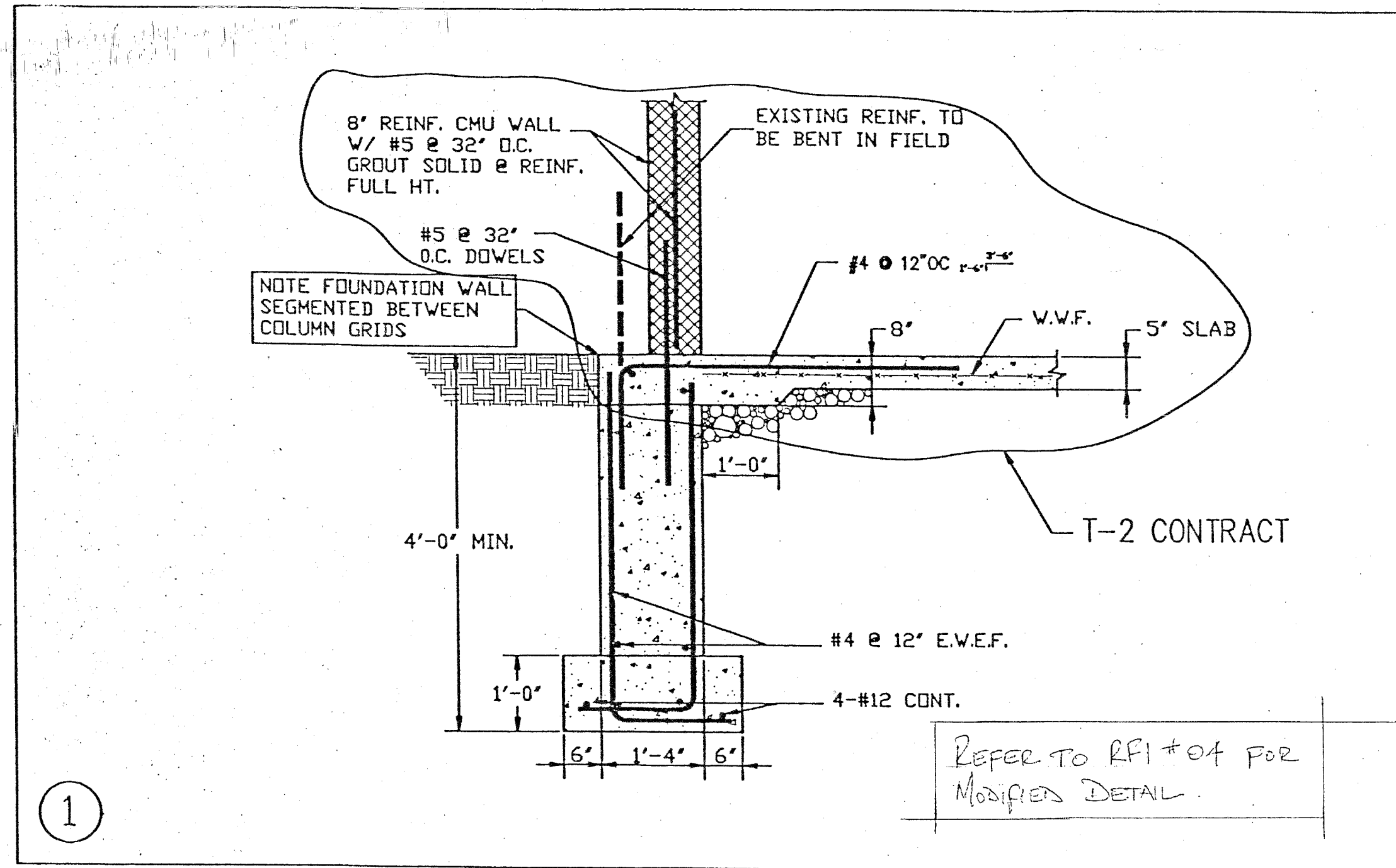
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MANCHESTER AIRPORT AUTHORITY - NEW TERMINAL PROGRAM
TERMINAL BUILDING PROJECT
MANCHESTER, NEW HAMPSHIRE
DRAWINGS
PROJECT PACKAGE T-2

DRAWN BY: C.G.
PROJECT NO: 9141
DATE: 9/18/92
REVISION:
CONTENT: FOUNDATION & FIRST FLOOR PLAN

S1.1



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MANCHESTER AIRPORT AUTHORITY - NEW TERMINAL PROGRAM

TERMINAL BUILDING PROJECT

AS BUILT

DRAWINGS

PROJECT NO. 9141

DATE: 9/18/92

REVISION:

CONTENT: FOUNDATION SECTIONS

DRAWN BY: C.G.

PROJECT NO. 9141

DATE: 9/18/92

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END OF DOCUMENT