

**Manchester - Boston Regional Airport  
City of Manchester Department of Aviation**

**A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM**

**Request for Bids #  
FY24-805-58**



**EQUIPMENT PROCUREMENT PROJECT MANUAL**

**APRIL 2024**

**ISSUED FOR BIDDING**

**PREPARED BY:**

**AECOM**

**AECOM TECHNICAL SERVICES, INC.  
1155 ELM STREET, SUITE 401  
MANCHESTER, NH 03101**

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Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System

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**MANCHESTER-BOSTON REGIONAL AIRPORT  
REQUEST FOR BIDS  
FOR**

**A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM  
FY24-805-58**

The City of Manchester, New Hampshire, acting by and through its Department of Aviation (hereinafter referred to as the “City”), being a duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (the “Airport”) located in the City of Manchester and Town of Londonderry, New Hampshire, hereby issues this Request for Bids (“RFB”) to solicit Bids (“Bids”) for the purchase of new A.I.T Portable Personal Scanner System equipment.

The City will accept and review Bids from qualifying parties (each a “Bidder”) and select a bid or bids which the City determines, in the City’s sole discretion, best meet the requirements of this RFB. Bidders may submit their Bids that must be delivered, by **2:00 pm ET** on Monday, **May 13, 2024** to the offices of the Manchester-Boston Regional Airport and addressed to:

Manchester-Boston Regional Airport  
Properties and Contracts  
1 Airport Road, Suite 300  
Manchester, NH 03103  
Telephone: (603) 624-6539  
Email: [procurement@flymanchester.com](mailto:procurement@flymanchester.com)

BIDS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DATE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE CITY, NO FURTHER CONSIDERATION WILL BE GIVEN.

**The City intends to select One (1) Bidder with whom the City will enter into a firm, fixed fee Purchase Order and Agreement for the specified purchase and delivery of the A.I.T Portable Personnel Scanner System equipment as specified.**

Interested parties are encouraged to submit Bids that conform to the requirements of this RFB.

**Bid Documents will be available on April 22, 2024** at the Administrative Offices of the Airport at One Airport Drive, Suite 300, Manchester, New Hampshire 03103 or **electronically in PDF format on-line** at:

<https://www.flymanchester.com/doing-business-with-mht/procurement-opportunities/>

**Title VI Solicitation Notice:**

Manchester-Boston Regional Airport, 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 in relation to 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.

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**INFORMATION FOR BIDDERS**

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## INFORMATION FOR 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 Administration Office in the Airport Terminal on the 3<sup>rd</sup> floor, at One Airport Road Manchester, NH until **2:00 pm on May 13, 2024**, and then at said office publicly opened and read aloud.

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

### **A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM**

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 prior to **November 13, 2024**.

### 1.2 DESCRIPTION OF WORK

The work under this project generally consists of the acquisition of A.I.T. Portable Personnel Scanner System equipment as specified.

Attention shall be directed to the Contract Documents for specific information of the equipment to be acquired. The Contract Documents consist of the project specifications.

### 1.3 PREPARATION OF BID & METHOD OF AWARD

Each Bid must be prepared in strict accordance with the requirements of Section 20 of the General Provisions of these specifications.

Prospective **Bidders** **MUST** attend the **MANDATORY Pre-Bid Conference to be held at 2:00 pm (EST) on Thursday, May 2, 2024**, at the Airport Administration Offices address as listed in section 1.01. The meeting will be a HYBRID IN-PERSON / TEAMS CALL format. Prospective Bidders who desire to attend virtually via teams **MUST** email a request to the Airport's Project Representative [john.goudreault@aecom.com](mailto:john.goudreault@aecom.com) at least 48 hours prior to the meeting for a reply with a link to the Teams call.

The Owner reserves the right to reject any or all proposals for any reason the Owner deems advisable. Further, the owner reserves 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. Award of contract will be made by the Owner upon the recommendation of the Engineer to the lowest, eligible, responsive Bidder meeting the requirements of the Owner.

**The Contract will be awarded to the Bidder (Contractor or Manufacturer) with the lowest qualified Bid for ONE or up to THREE complete independent units of A.I.T. Portable Personnel Scanner**

Manchester-Boston Regional Airport  
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A.I.T. Portable Personnel Scanner System

**System equipment in this solicitation at the sole discretion of the Owner.**

**Should all Bids exceed the available funding for the project, the Owner may reject all Bids or may delete work items altogether, if necessary to bring the Contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of the proposal or for adjustment of the unit or lump sum prices Bid – subject to the limitations described in Section 40 of the General Provisions. Award will be based on available funding. Bid submittals shall include the equipment Manufacturer’s product information literature (data sheets) and operator manual(s) for the proposed A.I.T. Portable Personnel Scanner System as available at the time of the Bid.**

Notice of the acceptance of this proposal will be given to the successful Bidder by the Owner posting a letter to the Bidder's address stated in said proposal. If within 14 calendar days after this day when such notice was given, the successful Bidder shall fail to deliver his/her bonds properly executed and his/her Contract duly signed, in consideration of such failure, this proposal and acceptance, at the option of the Owner, may become null and void, and the Bid guaranty accompanying his/her proposal shall become the property of the Owner which may proceed to accept another of the proposals.

#### **1.4 SUBCONTRACTS**

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.

The successful Bidder will be required to submit a list of his/her subcontractors within 5 business days of the opening of Bids and before the award of a Contract.

#### **1.5 BIDDER’S QUALIFICATIONS**

All Bidders for projects with an estimated cost in excess of \$250,000 must be pre-qualified by the Manchester-Boston Regional Airport. Refer to Section 20-02 for additional information. Complete the qualification requirements provided in the Bid Proposal.

#### **1.6 BID MODIFICATION**

Any Bidder may modify his/her Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided 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.

#### **1.7 PROPOSAL GUARANTY BID SECURITY**

Each Bid must be accompanied by cash, certified check of the Bidder, or a Bid bond prepared on the form of Bid bond included in the Contract Documents in the amount of 5% of the Bid, duly executed by the Bidder as principal and having as surety thereon a surety company approved by 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 two lowest Bidders within three days after the opening of Bids, and the remaining cash, checks, or Bid bonds will be returned promptly after the Owner and the

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accepted Bidder have executed the Contract, or, if no award has been made prior to **November 1, 2024**, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

### **1.8 TIME OF COMPLETION / CONSTRUCTION DURATION AND LIQUIDATED DAMAGES**

The construction duration is as stated in the Bid Proposal. The Notice to Proceed will be for the construction period. The Bidder must agree to commence work on a date to be specified in the following written Notice to Proceed of the Owner and to fully complete the project within the calendar days as specified. Bidder must agree to pay to the Owner as liquidated damages the sum of **five hundred dollars (\$500.00)** for each and every calendar day the work remains incomplete beyond the specified time.

### **1.9 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.

Prior to the final payment for the project, the Contractor shall deliver to the Owner a Warranty Bond in the amount of 5% of the final cost of the construction.

### **1.10 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 Goudreau, PE, Associate Vice President with AECOM Technical Services, Inc. 1155 Elm Street, Suite 401, Manchester, NH 03101, delivered by email at [john.goudreau@aecom.com](mailto:john.goudreau@aecom.com) as acting Airport Point of Contact, and to be given consideration, must be received at least three (3) working days prior to the date fixed for the public opening of Bids. 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 for such purposes), not later than one (1) working day 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. All requests for interpretation must be received at least 72 hours prior to the Bid opening.

a. **Contact With Airport Staff:**

From the time of receipt or publication of the RFQ, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with the AIRPORT to the point of contact listed above. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of this person, the AIRPORT point of contact will direct the question or comment to the appropriate person or authority.

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Other than as permitted herein, respondents to this solicitation may not contact AIRPORT executives beyond the person identified above, any members of the evaluation committee, or those representing any AIRPORT interests in this solicitation for the purpose of discussing the same.

**VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE STATEMENT OR BID, AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.**

**1.11 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.

**1.12 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.

**1.13 EXECUTION OF CONTRACT**

The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the Owner and return them to the Office of the Owner (with the required contract bonds) within 15 calendar days after the Contract is mailed.

**1.14 APPROVAL OF CONTRACT**

Approval of the Contract shall be in accordance with paragraph 30-07 of the General Provisions. No Contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

**1.15 FAILURE TO EXECUTE CONTRACT**

Failure of a Bidder to comply with any of the requirements of the proposal, failure to execute the Contract within 15 days after mailing, as specified, or failure to furnish contract bonds as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of Bid security shall become the property of the Owner, not as a penalty but as fixed and agreed liquidated damages. Award may then be made to the next best qualified Bidder, or the work re-Bid, or otherwise handled as the Owner may elect.

**1.16 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 various portions of the specified times.
- e. Airport safety and security.

### **1.17 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.

### **1.18 EQUAL EMPLOYMENT OPPORTUNITY**

- b. Each Bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the 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.
- c. The proposed Contract is under and subject to Executive Order 11246 of September 26, 1965, as amended, and to the equal opportunity clause.
- 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 Owner requests.
- e. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the Bidding documents of specifications.
- f. Manchester-Boston Regional Airport, 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 for any contract entered into pursuant to this advertisement, [select businesses, or 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), or age in consideration for an award.
- g. Contractors and subcontractors may satisfy EEO requirements of paragraph 2 of the EEO contract clause 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 subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments (state and local governments are exempt).

### **1.19 ELECTRONICALLY PROVIDED BID DOCUMENTS**

Bid Documents provided electronically are provided as a convenience to the Bidder and are not the controlling data for the contract. The original hard copy (paper) contract plans and specifications and modifications thereto reviewed and issued by the Owner / Engineer are the legal construction documents and shall be used for interpretations and determinations for the project, overriding any alterable electronic files. Bidder agrees to accept full responsibility for their use of the electronic files and the completeness,

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correctness, and/or readability of the electronic media file, and shall indemnify, defend, and hold harmless, AECOM Technical Services, Inc. and the Owner from any and all claims (including third party) arising from discrepancies between the electronic media file and the sealed drawings or report.

**BID PROPOSAL**

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**PROPOSAL**

**for**

**A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM  
FY24-805-58**

**at**

**Manchester • Boston Regional Airport**

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”).

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 if required, 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 plant, labor, materials, supplies, equipment, services, and to construct the work in accordance with the Contract Documents, within the time set forth therein, and at the amount in U.S. dollars provided herein. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Time of Completion and Liquidated Damages

Bidder hereby agrees to commence work under this Contract on the date to be specified in written “Notice to Proceed” of the Owner, and to fully complete / deliver the project within **84 calendar days (12 weeks)**.

Bidder further agrees to pay to the Owner, as liquidated damages, the sum of **five hundred dollars (\$500.00)** for each and every **calendar day** that the work remains incomplete beyond the time specified for milestone dates and completion as hereinafter provided in the Contract Documents.

Bidder acknowledges receipt of the addenda shown on the attached form entitled, **ACKNOWLEDGMENT OF ADDENDA**.

**\*\* Strike out inapplicable terms.**

Bidder agrees to perform all the work described in the specifications, shown on the plans or directed, for the unit prices provided in the Bid Forms provided herein.

**ACKNOWLEDGMENT OF 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:

**Manchester • Boston Regional Airport  
A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM  
BID FORM**

**BASE BID**

ITEM NO.	ESTIMATED QUANTITY / UNIT	DESCRIPTION AND UNIT PRICE (IN WORDS)	FIGURES	
			UNIT PRICE	
			Dollars	Cents
1	1 / LS	A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM  _____ Dollars and _____ Cents		
2	1 / LS	A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM (Additional 2 <sup>nd</sup> Unit)  _____ Dollars and _____ Cents		
3	1 / LS	A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM (Additional 3 <sup>rd</sup> Unit)  _____ Dollars and _____ Cents		
<b>ADD ALTERNATES</b>				
ADD-ALTERNATE No. 1	1 / LS	A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM; Five (5) year Maintenance & Service Provision (for Three Units)  _____ Dollars and _____ Cents		

Refer to Section 1.03 of the Information for Bidders for Method of Award details.

## BID SUMMARY

### TOTAL BASE BID:

\_\_\_\_\_ dollars  
(amount in words)  
(\$ \_\_\_\_\_).  
(amount in figures)

### ADD-ALTERNATE No. 1:

\_\_\_\_\_ dollars (total 5 years)  
(amount in words)  
(\$ \_\_\_\_\_).  
(amount in figures)

**ADD-ALTERNATE No. 1, at the Owner's option, shall be payable in five (5) equal annual installments, to be billed and due beginning on the commencement date of the Maintenance and Service Provision and that date on each of the four years thereafter.**

The stated prices shall include all plant, labor, materials, supplies, equipment, services, incidentals, expenses, overhead, profit, insurance, etc., necessary to perform all work required by the Contract Documents.

The Bidder agrees that the Owner may base the low Bid on either Item 1 alone, or Items 1 and 2, or Items 1 and 2 and 3, with or without the optional Add-Alternate(s) as applicable and as funding permits. If the Owner chooses to procure less than the three (3) total Base Bid Items (Units) then the Add-Alternate cost shall be pro-rated accordingly.

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 agrees and certifies by submittal of a Bid, that the work, products, and services to be provided conform to the specifications and performance requirements and the **Bidder shall submit the equipment Manufacturer’s applicable product information literature (data sheets, brochures, etc.) and operator manual(s) as available at the time of the Bid enclosed in the Bid Package.**

The Bidder agrees that this Bid shall be good and may not be withdrawn prior to **November 13, 2024.**

The Bidder agrees that the Owner may select only one work item, may reduce the quantities, or may delete work items altogether if necessary to bring the Contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of this proposal.

Upon receipt of written notice of acceptance of this Bid, Bidder will execute the formal Contract provided within 14 calendar days and deliver the Surety Bonds as required by the General Provisions. The Bid security 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.

\_\_\_\_\_  
(Signature)

(Corporate Seal)

**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 Amount of \_\_\_\_\_ for

***A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM***  
**at**  
**Manchester - Boston Regional Airport**

NOW, THEREFORE, if the Principal shall not withdraw said Bid before **November 13, 2024**, and shall within fourteen (14) 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 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**

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

Attest:

\_\_\_\_\_

\_\_\_\_\_  
*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**

\_\_\_\_\_

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**QUALIFICATION STATEMENT**  
for  
**A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM**  
**FY24-805-58**  
at  
**MANCHESTER - BOSTON REGIONAL AIRPORT**

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.

**INSTRUCTIONS FOR COMPLETING QUALIFICATION STATEMENT**

- Item 1*            *Completed for the project.*
- Item 2*            *Enter full company name*
- Item 2a*           *Check the appropriate box.*
- Item 2b*           *Insert the company Federal ID No.*
- Item 2c*           *Insert the company UEI No. (will be used to check eligibility to contract for federally funded projects.*
- 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.*

**STATEMENT OF TRUTH FORM**

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

1. Project: **A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM: FY24-805-58**

2. Full Name of Company:

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a. Company is:  
Corporation  Partnership   
Individual

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

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c. UEI No.

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3. Permanent main office address:

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Address	City	State	Zip
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Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

4. Date Established: \_\_\_\_\_

5. If a corporation, when and where incorporated?

---

6. 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.

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

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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: \_\_\_\_\_

8. 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.

9. 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.

10. 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).**

11. 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.

12.
  - 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.
13. 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.
14. 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.
15. 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.
16. Provide names, complete addresses, and phone numbers of all adverse parties in any suit involving the applicant in the last five (5) years.
17. 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.

**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: \_\_\_\_\_

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**CONTRACT DOCUMENTS**

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**Manchester-Boston Regional Airport**  
**FY24-805-58**  
**A.I.T. Portable Personnel Scanner System**

**CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
(execution date by Owner) by and between **City of Manchester - Department of Aviation**, hereinafter  
called "OWNER" and

\_\_\_\_\_

doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the equipment procurement PROJECT entitled

**A.I.T. PORTABLE PERSONNEL SCANNER SYSTEM**  
**CITY BID # FY24-805-58**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED and will complete the work within the **84 calendar days (12 weeks)** from the effective date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

The CONTRACTOR shall pay as liquidated damages the sum of **five hundred dollars (\$500.00)** for each and every calendar day that the work remains incomplete beyond the above specified time, as provided in the General Provisions

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\_\_\_\_\_, or  
as shown in the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) This Agreement
- (B) Addenda as listed herein
- (C) Advertisement for Bids
- (D) Information for Bidders
- (E) Signed Copy of the Bid Proposal
- (F) General Provisions
- (H) Supplemental Provisions
- (J) Technical Specifications

In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Paragraph 5 shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**Addenda Issued:**

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The Contractor shall indemnify, hold harmless and defend the Owner, the United States of America, the Engineer, the Engineer's consultants, and their officers, board members, agents and employees (the "Indemnities") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, relating to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnities without contributory fault on the part of any person, firm, or corporation.

In any and all claims against the Indemnitee or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited to in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitee or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitee or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitee or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the **City of Manchester - Department of Aviation** which is hereby reserved to the **City of Manchester - Department of Aviation**.

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

The provision of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incurs costs or liabilities described above.

9. This Contract is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This contract shall be construed according to the laws of the **City of Manchester - Department of Aviation**. No portion of this contract shall be understood to waive the sovereign immunity of the **City of Manchester - Department of Aviation**. This contract shall not be amended, except as specified in the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

**CITY OF MANCHESTER - DEPARTMENT  
OF AVIATION**

Witnessed:

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

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

(SEAL)

Title: \_\_\_\_\_

**CONTRACTOR**

Witnessed:

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

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_

(SEAL)

**Manchester-Boston Regional Airport  
 FY24-805-58  
 A.I.T. Portable Personnel Scanner System**

**CERTIFICATES OF INSURANCE**

The Contractor shall furnish Certificates of Insurance as described in SUPPLEMENTAL PROVISIONS, and shall list the policies as follows:

Type of Insurance	Limits of Policy Coverage	Number	Insurance Co.	Expiration Date
Workman's Compensation	_____			
General Liability	_____			
Automobile Liability	_____			
Builder's Risk	_____ (not applicable / not required for equipment procurement) _____			

These Insurance Certificates as well as Performance and Payment Bonds must be furnished at or before the time of the execution of this document. Such 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, the Program Manager, when designated, and AECOM Technical Services Inc.**, as designated by the Owner as an additional insured (except for worker's compensation).

**IN WITNESS WHEREOF**, the parties to these presents have executed this Contract as of the year and day first above mentioned.

(Seal)  
 ATTEST:

_____		By:	_____	
Witness			Contractor	Date

_____		By:	_____	
Witness			Department of Aviation	Date

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**CONTRACT BONDS**

**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: **A.I.T. Portable Personnel**

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

\*Strike out inapplicable terms.

**Manchester-Boston Regional Airport**  
**FY24-805-58**  
**A.I.T. Portable Personnel Scanner System**

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 hereunto set out hands and seals to this bond this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WITNESS:

(SEAL)  
Name of Principal

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

WITNESS:

(SEAL)  
Name of Surety

Power of Attorney for person signing for the Surety Company must be attached.



**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**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.

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**FORM OF PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS

That we, \_\_\_\_\_  
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:

**A.I.T. Portable Personnel Scanner System at Manchester-Boston Regional Airport.**

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

\* Strike out inapplicable terms.

**Manchester-Boston Regional Airport**  
**FY24-805-58**  
**A.I.T. Portable Personnel Scanner System**

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.

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

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

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

Attest:

\_\_\_\_\_  
*Corporate Surety* SEAL

\_\_\_\_\_  
*Business Address*

Countersigned:

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

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

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**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.

**Manchester-Boston Regional Airport**  
**FY24-805-58**  
**A.I.T. Portable Personnel Scanner System**

**SAFETY RESPONSIBILITY COVENANT**

It is hereby understood and agreed that the CONTRACTOR is responsible for health and safety on this project including, but not limited to, compliance with all applicable federal, state, and local regulations, codes, rules, orders, laws and ordinances regarding health and safety and shall, at all times, exercise and enforce reasonable precautions for the safety and welfare of all persons and property associated with or affected by this project. The CONTRACTOR's responsibility shall include providing adequate equipment and facilities necessary (including, if required, removal to a hospital) to furnish first aid to any person or persons who may be injured on the project site.

The CONTRACTOR further agrees to defend, indemnify and hold harmless the OWNER and the ENGINEER from any expense, cost or loss including but not limited to fines, demands, suits, legal fees, or penalties, including costs of corrective measures, that the CONTRACTOR, OWNER or ENGINEER may sustain by reason of the CONTRACTOR's failure to provide a safe workplace or to comply with all health and safety laws, rules and regulations in connection with the performance of this Contract.

To achieve the safety goals for this project, the CONTRACTOR shall designate a SAFETY OFFICER whose duty shall be to monitor the project on a daily basis in order to insure that all required safety measures are strictly adhered to and site safety is insured. The SAFETY OFFICER shall act for the CONTRACTOR on safety issues and shall have the right to shut down work on the site until safety deficiencies have been corrected. The project SAFETY OFFICER is designated as:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS

That we \_\_\_\_\_, an individual\*, a partnership\*, a company organized under the laws of the State of \_\_\_\_\_, having a usual place of business in the State of \_\_\_\_\_, as Principal, and \_\_\_\_\_ a company 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 \_\_\_\_\_, 2024, entered into a Contract with the Owner for a copy of which contract is attached hereto and by reference made a part hereof.

\* Strike out inapplicable terms.

**Manchester-Boston Regional Airport**  
**FY24-805-58**  
**A.I.T. Portable Personnel Scanner System**

NOW, THEREFORE, THE CONDITION of this obligation is such that is the said Principal and his/her subcontractors shall remedy any defects due the contractor's failure to conform to the contract requirements or to faulty materials or workmanship, defect of equipment, or design furnished by the contractor, and pay for any damage to other work resulting therefrom, which shall appear **within a period of two years from the date of final acceptance** of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Owner shall give Contractor and Surety notice of Observed defects with reasonable promptness.

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 thereunder or the specifications 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 specifications.



**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

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

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

Attest:

\_\_\_\_\_  
*Corporate Surety* SEAL

\_\_\_\_\_  
*Business Address*

Countersigned:

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

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

**Manchester-Boston Regional Airport  
FY24-805-58  
A.I.T. Portable Personnel Scanner System**

**CERTIFICATE AS TO CORPORATE PRINCIPAL  
WARRANTY 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

## **GENERAL PROVISIONS**

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**Section 10 Definition of Terms**

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

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting Bids for work to be performed and materials to be furnished.
10-04	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Owner's notice to the successful Bidder of the acceptance of the submitted Bid.
10-10	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	<b>Calendar Day</b>	Every day shown on the calendar.
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of

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Paragraph Number	Term	Definition
		payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	<b>Contract</b>	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	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.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes result in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for Bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project

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		Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is City of Manchester – Department of Aviation.

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<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-38	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	<b>Proposal</b>	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the Bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor and acting directly or through an authorized representative.
10-51	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.



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<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-53	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
10-54	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	<b>Subgrade</b>	The soil that forms the pavement foundation.
10-58	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	<b>Taxilane</b>	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not

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		be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
<b>10-66</b>	<b>Owner Defined terms</b>	Refer to Technical Specifications

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** Refer to Advertisement for Bids.

**20-02 Qualification of Bidders.** Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of Bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish the Owner satisfactory evidence of their financial responsibility. 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 Bidder'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 their 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 the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Each Bidder shall submit their qualifications. Refer to the Bid Proposal for the qualification forms.

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

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

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

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities

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involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit Bid prices.

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

The Prospective Bidders shall attend the Pre-Bid Meeting as described in the *Information for Bidders* Section 1.3.

**20-07 Preparation of proposal.** The Bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

**20-08 Responsive and responsible Bidder.** A responsive Bid conforms to all significant terms and conditions contained in the Owner's invitation for Bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

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- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a Bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, 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 or as modified by Addendum before the time specified for opening all Bids. Proposals received after the Bid opening time shall be returned to the Bidder unopened.

**20-12 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 **or** by email 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.

**20-13 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 shall be returned to the Bidder unopened.

**20-14 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 any such participating Bidder has been reinstated by the Owner as a qualified Bidder.
- c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project Bid documents shall immediately notify the Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than three (3) business days prior to Bid opening.

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Any interpretation of the project Bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the Bidding documents in any manner other than written addendum.

**END OF SECTION 20**

### Section 30 Award and Execution of Contract

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit Bid prices. If a Bidder's proposal contains a discrepancy between unit Bid prices written in words and unit Bid prices written in numbers, the unit Bid price written in words shall govern.

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

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made by November 1, 2024, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Bid documents, is the lowest in price.

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

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of Bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

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

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**30-06 Execution of contract.** The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **14** calendar days from the date mailed or otherwise delivered to the successful Bidder.

**30-07 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.

**30-08 Failure to execute contract.** Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**



## Section 40 Scope of Work

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

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

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

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

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

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

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

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

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

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

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

**40-05 Maintenance of traffic.** Not used.

**40-06 Removal of existing structures.** Not used.

**40-07 Rights in and use of materials found in the work.** Not used.

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

**END OF SECTION 40**

## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

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

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard

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copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.** Refer to Supplemental Provisions.

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

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

**50-06 Cooperation between Contractors.** Not used.

**50-07 Construction layout and stakes.** Not used.

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

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**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

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

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

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

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base,

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or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** Not Used

**50-13 Failure to maintain the work.** Not Used

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**50-17 Value Engineering Cost Proposal.** Not used.

**END OF SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

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

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

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** Not Used

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

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

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

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

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

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**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

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

**a.** The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

**b.** The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

**c.** If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

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

**60-05 Engineer/ Resident Project Representative (RPR) field office.** Not used.

**60-06 Storage of materials.** Not Used

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

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

**60-08 Owner furnished materials.** Not Used

**END OF SECTION 60**



## **Section 70 Legal Regulations and Responsibility to Public**

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

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** Not used.

**70-05 Federal Participation.** Not Used.

**70-06 Sanitary, health, and safety provisions.** Not Used.

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

**70-08 Construction Safety and Phasing Plan (CSPP).** Not used.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** Not Used

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or

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amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** Not used.

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

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

**70-15 Contractor’s responsibility for utility service and facilities of others.** Not Used

**70-15.1 FAA facilities and cable runs.** Not used.

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

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

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after

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completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

**70-20 Archaeological and historical findings.** Not Used

**70-21 Insurance Requirements.**

**Refer to Supplemental Provisions for insurance requirements.**

**END OF SECTION 70**

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## Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

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

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

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

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 1 week in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance within 10 days of the NTP date. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised

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schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

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

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

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.

**80-04 Limitation of operations.** Not used.

**80-04.1 Operational safety on airport during construction.** Not used.

**80-05 Character of workers, methods, and equipment.** Not used.

**80-06 Temporary suspension of the work.** Not used

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

**Liquidated Damages can also be found in the Information for Bidders, 1.8 Time of Completion/Construction Duration and Liquidated Damages.**

**The maximum construction time allowed for Schedules will be the sum of the time allowed for individual schedules but not more than the time specified in the Bid proposal. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.**

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

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

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

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

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

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

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

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

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

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

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the Owner prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**



### Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

#### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such

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Term	Description
	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.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>

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Term	Description
<b>Rental Equipment</b>	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
<b>Pay Quantities</b>	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

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

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

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

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

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

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

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

**90-06 Partial payments.** Not used

**90-07 Payment for materials on hand.** Not used

**90-08 Payment of withheld funds.** Not used

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

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

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

**90-10 Construction warranty.**

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

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

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

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

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

**f.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

**h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

**a.** Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

**b.** Project Operation and Maintenance (O&M) Manual(s). – 2 copies.

**c.** Security for Construction Warranty.

**d.** Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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**SUPPLEMENTAL PROVISIONS**

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## **I. CONTRACT DOCUMENT DRAWINGS**

Not Used.

## **II. SPECIAL INSPECTION REQUIREMENTS**

Not Used.

## **III. "OR EQUAL" CLAUSE**

Not Used.

## **IV. PROTECTION OF LIVES AND HEALTH**

To protect the lives and health of his/her employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. He/she alone shall be responsible for the safety, efficiency, and adequacy of his/her plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance, or operation.

## **V. INSURANCE**

### A. General

1. The Contractor, under any circumstances, shall not commence work under this Contract until he/she has obtained all the insurance required by these Specifications. The Owner and the Engineer shall be named as certificate holder on all policies. The types and minimum amounts of the insurance to be provided by the contractor shall be as specified below.

### B. Types and Minimum Limits

#### **1. Workmen's Compensation Insurance**

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

In case any class of employees engaged in hazardous work on this project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his/her employees as are not otherwise protected.

**2. Contractor's Public Liability and Property, Damage and Vehicle Liability and Property Damage Insurance**

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance. The Public Liability and Property Damage policies shall be extended to cover completed operations for a period of one year following acceptance of the contract work. The limits of insurance coverage shall be as follows:

For bodily injury:

\$ 500,000.00 Each person

\$ 1,000,000.00 Each occurrence

For property damage:

\$ 1,000,000.00 Each occurrence

\$ 3,000,000.00 Aggregate

The insurance required under this subparagraph shall provide adequate protection for the contractor against damage claims which may arise from operation under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any damage or injury to aircraft or persons in aircraft operating on or near the project site. The insurance shall also cover damage or injury resulting from the use, storage, handling or transportation of explosives in connection with the contract work.

**3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance**

The Contractor shall either (a) require each of his/her subcontractors to procure, and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability and Property Damage Insurance of the types and amount specified in (2) above or (b) insure the activities of all subcontractors under the Contractor's own policies specified in (2) above.

**4. Builder's Risk Insurance and/or All Risk Property Damage Insurance (Fire and Extended Coverage)**

Not Used.

*Builder's Risk Insurance is only required for construction of structures or buildings including work on existing structures and/or buildings.*

**5. Owner's, Contractor's Protective Insurance**

The Contractor shall procure and maintain during the life of this Contract at his/her own expense and shall furnish to the Owner a separate Owner's Contractor's Protective Policy providing public liability and property damage with the following minimum limits:

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For bodily injury:  
\$ 500,000.00 Each person  
\$ 1,000,000.00 Each accident

For property damage:  
\$ 1,000,000.00 Each accident  
\$ 3,000,000.00 Aggregate

C. Insurance Certificates

1. The Contractor shall furnish the Owner at the time of executing the Contract, Certificates of Insurance showing clearly the types and amounts of insurance coverage, the operations covered, effective dates, and expiration dates for all of the required insurance coverage. Certificates of Insurance shall be endorsed essentially as follows: "None of the coverage indicated on the Certificate will be modified or cancelled without ten days prior written notice to the Owner." The Certificates of Insurance shall clearly state all of the requirements specified in all these subparagraphs and shall state the month and year of the Contract. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor under the Contract.

**VI. SPECIAL HAZARDS**

The Contractor's and Subcontractor's Public Liability, Property Damage, Vehicle Liability, and Vehicle Property Damage insurance coverage shall provide adequate protection against the following special hazards:

Not Used.

**VII. PRICING OF CONSTRUCTION CONTRACT CHANGE ORDER OR SUPPLEMENTAL AGREEMENT DOCUMENTATION**

A. GENERAL

1. The contract language contained in this Section will supplement and take precedence over all other Change Order (CO) or Supplemental Agreement (SA) pricing contract provisions in the Contract Documents provided by the Owner, Design-Builder (Contractor), Construction Manager (Contractor), General Contractor (Contractor) and/or Architect/Owner. It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the Construction Manager and/or the General Contractor and/or the Trade Contractors and/or the Subcontractors and/or all other lower tier sub-subcontractors (all referred to as "Contractor" in this Section). In the event of a conflict between the other Contract Documents used for the Project, the change order pricing contract provisions in this Section shall govern.

2. Contractor agrees that it will incorporate the provisions of this Section into all agreements with lower tier Contractors. It is understood that these change order pricing provisions apply to all types of contracts and/or subcontracts specifically including lump sum (or fixed price contracts), and/or, unit price contracts. It is further understood that these change order

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provisions will apply to all methods of change order pricing specifically including lump sum change order proposals and unit price change order proposals.

3. Whenever change order or Supplemental Agreement proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the Contractor in accordance with the pricing provisions found in this Section. The options will be (1) lump sum change order proposal, or (2) unit price change order proposal as defined in the following provisions.

4. The word "Change Order" in this section applies to both Change Orders and Supplemental Agreements as defined by Section 10-15 and 10-59 of the General Provisions of these specifications.

#### B. CHANGE ORDER TYPES

1. Lump Sum Change Orders. Provides a single lump sum amount for extra work that comprises of multiple task and a well-defined amount of effort.

2 Unit Price Change Orders. Provides a per unit amount for a single task that will be measured for payment upon completion of the task.

3. If a CO proposal is not acceptable to the Owner and prompt agreement between the two parties cannot be reached, the Owner at its sole option, may order the Contractor to proceed with the work on a "Time and Material" basis. The resulting CO will be treated as a Lump Sum CO for determining cost. The Time and Material worksheet contained in Technical Specification Section G- 001 will be used to track time and materials on a daily basis and must be signed by the Contractor and the Engineer each day.

#### C. CHANGE ORDER PROPOSALS

1. The following will apply to all types of Change Orders:

a. For all labor the Contractor shall receive the rate of the personnel reasonably anticipated to perform the work, or in the case of Time and Materials, the wage actually paid as shown by his certified payroll, which shall be at least the minimum rate established by the Contract Documents.

1. The labor rate shall include allowable overhead labor burden defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance.

2. For all foremen in direct charge of the work the Contractor shall receive the actual wage paid the foremen, as shown on (his certified payroll). No part of the salary or expense of anyone above the grade of foreman and having general supervision of the work will be included in the labor item.

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3. Contractor shall receive the actual cost of such labor and labor burden, to which shall be added a maximum of fifteen percent (15%) of the sum thereof.

b. For all materials used by the Contractor, he shall receive the actual cost of such materials, less any allowable cash discounts, delivered on the work, including delivery charges as shown by original receipted bills, to which shall be added a maximum of five percent (5%) of the sum thereof.

c. For any major power operated machinery, trucks or equipment, which it may be necessary to use, the Owner shall allow the Contractor the rental price as set forth in the standard schedule of equipment rental prices established by the Rental Rate Blue Book for Construction Equipment, current edition as published by Dataquest, or equivalent publication.

1. Should the proper completion of the work require equipment of a type not covered by the above-mentioned schedule, the Owner shall allow the Contractor a reasonable rental price to be agreed upon in writing before the work is begun.

2. No percentage shall be added to the amounts of any of the above stated equipment rental prices, but the price as set forth in the schedule or agreed upon shall be total compensation allowed for the use of such equipment.

3. Major equipment is defined as tools and equipment with an individual purchase cost of more than \$750.

d. For all cost of all insurance, bonds, and taxes imposed by law on labor employed on the work, the Contractor shall receive the actual amount paid without being marked up.

1. In the event the Contractor has been required to furnish comprehensive general liability insurance and/or performance and/or payment bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in comprehensive general liability insurance costs and/or bond premium costs associated with change orders to Contractor's base contract price.

e. All extra work performed by a subcontractor will be according to the above requirements as if the work were performed directly by the Contractor. Extra work performed by a subcontractor may be marked up by the General Contractor by a maximum of five percent (5%). If there are second and third tier subcontractors, subcontractors can markup lower tier subcontractors by a maximum of five percent (5%), the aggregate mark-up of all subcontractors involved shall be a maximum of twenty percent (20%), including the General Contractors markup. The maximum mark-up for all labor, materials and subcontractors is twenty-five percent (25%).

f. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the

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work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

g. The Contractor's proposals for changes in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to Owner, or if the changed work should be started immediately to avoid damage to the project or costly delay, the Owner may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable Contractor proposal, the Owner may direct the Contractor to proceed with the changed work on a time and material basis with an agreed upon "not-to-exceed" price for the work to be performed. Such directions to the Contractor by the Owner shall be confirmed in writing within seven (7) calendar days. The cost or credit, and or time extensions will be determined by negotiations as soon as practical thereafter and incorporated in a Change Order to the Contract.

D. UNAUTHORIZED CHANGES IN THE WORK

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented.

**VIII. PERMITS**

- a. Not Used.

## **EQUIPMENT PROCUREMENT SPECIFICATION**

### **A.I.T. PORTABLE PERSONNEL SCANNER (PPS) SYSTEM**

#### **1. SCOPE**

- 1.1. This procurement specification covers and establishes the performance, design, and other requirements for commercially manufactured walk-through contactless threat detection equipment and related systems that utilizes High-Definition Millimeter Wave Advanced Imaging Technology (HD mmWave A.I.T.) that will be deployed by the Owner (Airport) for use as a Portable Personnel Scanner (PPS) for the purposes of Aviation Worker Screening.
- 1.2. Identification:
  - 1.2.1. Advanced Imaging Technology (A.I.T.) Portable Personnel Scanner System (also may be referred to herein as PPS System, equipment, or system).
  - 1.2.2. Owner (Airport) as used in this Specification refers to the City of Manchester New Hampshire Department of Aviation; Manchester-Boston Regional Airport.
- 1.3. System description:
  - 1.3.1. The A.I.T Portable Personnel Scanner shall generally consist of equipment and systems including antenna array(s) & transceiver(s), computing platform and operator control panel/interface, power and systems component interconnection cables, hardwired & wireless networking components, and Automatic Target Recognition (ATR) software.
  - 1.3.2. The PPS will utilize real-time high-definition mmWave advanced imaging technology to detect anomalies on a person's body or within their clothing and utilize an Artificial Intelligence (AI) based computing platform with learning algorithm to identify an alert the equipment operator of unauthorized items.
- 1.4. System Overview:
  - 1.4.1. The A.I.T Portable Personnel Scanner will be deployed at multiple locations throughout the Airport on an as-needed basis, therefore the unit must be mounted on caster wheels and be portable using up to two operator staff to move and set up the PPS by hand without the use of mechanical lifting or moving equipment. The PPS must be a walkthrough, non-intrusive, touchless system which protects the privacy of the personnel being scanned and does not store or display the real-time three-dimensional images generated by the equipment. The PPS will display a graphic on the operator interface indicating the results of the scan, which shall detect metallic and non-metallic threats including liquid, powder, plastic explosives, incendiary devices, traditional and improvised weapons, and other unauthorized items. The PPS shall have a visual and audible alarm for a detected threat however, it shall be able to identify and differentiate non-threat benign items such as cellphones, wallets, or keys etc., and not alarm for those items.

## **2. APPLICABLE DOCUMENTS**

### **2.1. Standards / Codes / Regulations**

2.1.1. The PPS System shall be compliant with the following:

2.1.1.1. Underwriters Laboratories (UL) Standard 62368-1; Audio/Video, Information and Communication Technology Equipment - Part 1: Safety Requirements. (CSA Standard C22.2# 62368-1).

2.1.1.2. Electrical Testing Laboratories (ETL) Safety Standards.

2.1.1.3. National Electric Code (NEC).

2.1.1.4. Federal Communications Commission (FCC) Rules Part 15 (TITLE 47 CFR 15) – RADIO FREQUENCY DEVICES.

2.2. Order of precedence. In the event of a conflict between the text of this specification and the References cited, the text of this specification takes precedence. Nothing in this specification, however, supersedes applicable laws and regulations unless there is a specific exemption.

## **3. REQUIREMENTS / PERFORMANCE CHARACTERISTICS**

### **3.1. General Administration Requirements**

#### **3.1.1. Minimum Qualifications of Manufacturer**

3.1.1.1. Refer to the standard City of Manchester Qualifications Statement Forms provided with the Bid Documents.

### **3.2. Design, Materials, and Manufacturing Processes**

3.2.1. Unless otherwise specified, the design, materials, and manufacturing process shall be the prerogative of the Manufacturer as long as all equipment, systems, and products submitted fully meet the operating, interface, operating environment, and ownership and support requirements.

3.2.2. The equipment and systems shall be specifically designed for the purpose, type, and use indicated in this specification, and shall not be modified or adapted from equipment used for other similar or dissimilar purposes.

3.2.3. The equipment and systems provided shall be of a proven pre-existing design, and not in development, prototype testing, or pre-production status.

#### **3.2.4. Identification plates and labels**

3.2.4.1. Product Identification Label: A permanent product identification label shall be affixed to each piece of equipment provided and shall include all pertinent manufacturer information including Manufacturer's Name/Address/Model Designation/Serial No./Part no./Weight/Power Supply Requirement/UL, CSA, and ETL Listings/Country of Origin/ and other pertinent data.



- 3.2.4.2. FCC Identification label: : A permanent FCC identification label shall be affixed to each piece major of equipment provided and shall include the FCC Identification No. and compliance and operational statements.
- 3.3. Operating / Performance / Environmental / Interface Technical Requirements and Capabilities
- 3.3.1. The PPS System shall detect non-metallics and metallics anomalies and threats.
- 3.3.2. The PPS System shall be able to detect liquids, powders, plastic explosives, incendiary devices, solids, ceramic knives, traditional weapons, improvised weapons, and other unauthorized items as may be defined by the Owner.
- 3.3.3. The PPS System shall not require the divestiture of benign common authorized items such as cell phones, wallets, keys, belts, jackets / clothing, steel toe shoes, etc.
- 3.3.4. The PPS System shall not store or display the real-time three-dimensional images generated by the equipment or any personal information.
- 3.3.5. The PPS System shall provide a real-time automatic “go / no-go” decision for the Operator and shall have both audio and visual threat indicator options on the operator interface and alarm indicator lights on the PPS System antenna array.
- 3.3.6. The PPS System shall be capable of operation in a stand-alone mode.
- 3.3.7. The PPS system shall be capable of being set-up and configured to be utilized for screening people in **BOTH** of the following Set-up Configurations (SC):
- 3.3.7.1. SC-I: a “walk-in-stop-turn90degrees-stop-turn&walk-out“ scanning pattern with a bi-directional entry and exit (also referred to as “walk-turn-go mode” or “portal mode”).
- 3.3.7.2. SC-II: a “continuous walking” scanning pattern through the scanning field(s) to achieve a full all-sides scan of the subject (also referred to as “walk-through mode” or “S-mode”)
- 3.3.7.3. The Manufacturer shall provide set-up diagrams (minimum footprint plans) with the Bid submittal that include detailed dimensions and alignments for each of the specified set-up configurations.
- 3.3.7.4. The PPS System Set-up Configurations shall be designed such that travel paths shall not be obstructed by system-related surface irregularities greater than ¼”, such as power and/or communications interconnection cables, unless walking surface irregularity mitigations are provided.
- 3.3.8. The PPS System shall be compact and able to be set-up in a limited operating floor space as illustrated in FIGURE – 1: PPS SYSTEM MINIMUM OPERATING ENVELOPE (as included in this Specification) for at least one of the specified set-up configurations as described in Section 3.3.7.

- 3.3.9. The PPS system shall be easily portable and able to be relocated from one inspection area to another inspection area and re-deployed, using up to, but not more than, two operator staff to move and set up the largest and/or heaviest component(s) of the PPS System by hand without the use of mechanical lifting or moving equipment. The average user set-up and calibration time shall not exceed 30 minutes.
- 3.3.10. Any fragile independent components of the PPS System, which could easily sustain damage if dropped from the height of normal carrying position, shall be provided with a protective carrying case. The protective case shall either be integral to the component or as a separate packable box / case with handle(s) for portability.
- 3.3.11. All accessories required for setup and operation such as alignment templates, personnel directional signage, etc., shall be provided with the PPS System.
- 3.3.12. The system shall be able to be transported through a standard size (36"x 80") door without any major component disassembly.
- 3.3.13. The PPS System shall be mounted on locking castor wheels for ease of movement and set-up positioning.
- 3.3.14. The PPS System shall have an open design without an overhead structure.
- 3.3.15. The PPS System shall be capable of operation indoors, or outdoors under cover (dry & shaded), at ambient temperatures ranging from 45 degrees Fahrenheit to 95 degrees Fahrenheit, and relative humidity between 20% and 80% without detrimental effects.
- 3.3.16. The PPS System shall be stable from overturning and sliding in mild variable winds of up to 10 mph and shall be provided with instructions for a means of physical stabilization in potentially higher wind conditions exposure.
- 3.3.17. The PPS System shall be Federal Communications Commission (FCC) Compliant and shall have received formal equipment authorization from the FCC.
- 3.3.18. The PPS System shall be UL Listed.
- 3.3.19. The PPS System shall not have any specialized power requirements and power shall be provided by standard 120 VAC grounded wall receptacles on 15 Amp or 20 Amp circuits.
- 3.3.20. The PPS System shall not require an external server.
- 3.3.21. The PPS System shall be provided with a user interface control panel tablet and adjustable height tablet stand.
- 3.3.22. The Operator shall be able to connect to the PPS System's interface utilizing the Owner's preferred secure (locked down) tablets and/or laptops with hardwire ethernet cable connections.

- 3.3.23. The PPS System shall be cable of hardwire ethernet cable connection to the Owner's Local Area Network (LAN) for internet connectivity.
- 3.3.24. The PPS System shall be capable of receiving over-the-internet software updates.
- 3.3.25. The PPS System shall have optional wireless internet connectivity as a secondary means of connection; however, it shall not require wireless internet connectivity for functionality.
- 3.3.26. The PPS System shall incorporate Smart IoT functionality for optional connectivity to security systems or access control systems.
- 3.3.27. The PPS System shall have the ability to change algorithm, divestiture requirements, and other configurations in 30 minutes or less. The Manufacturer shall offer customized algorithm development services.
- 3.3.28. The PPS System shall be designed with ONVIF® protocol and be capable of integrating with Video Management Software (VMS) providers.
- 3.3.29. The PPS System shall provide data reporting and analytics, visible through the user interface utilizing a dashboard type informational display / menu with data sorting functionality. Reports shall include scan counts, threat type, location, detection time, device information, Operator information & action, screener messaging, and other data as appropriate. Reports shall be exportable via Microsoft Excel (.xls) output and Portable Document Format (.PDF) output.

#### 3.4. Ownership and Support Requirements

##### 3.4.1. Quality Assurance / Factory Testing

- 3.4.1.1. All PPS units shall be factory tested prior to shipment to site. Owner reserves the right to observe factory testing, and manufacturer shall notify the Owner at least three (3) weeks prior to testing date.
- 3.4.1.2. A standard equipment testing procedure shall be provided to the Owner for review at least two (2) weeks prior to the date of factory testing in accordance with the manufacturer's guidelines.
- 3.4.1.3. Each Test Report shall be approved and signed by the manufacturer's Test Technician and Quality Assurance Representative and shall be provided to the Owner.

##### 3.4.2. Delivery, Setup, Field Performance Site Demonstration

- 3.4.2.1. The manufacturer's representative shall accompany the delivery of the PPS equipment and oversee the offloading, setup, and initial demonstration of operability.

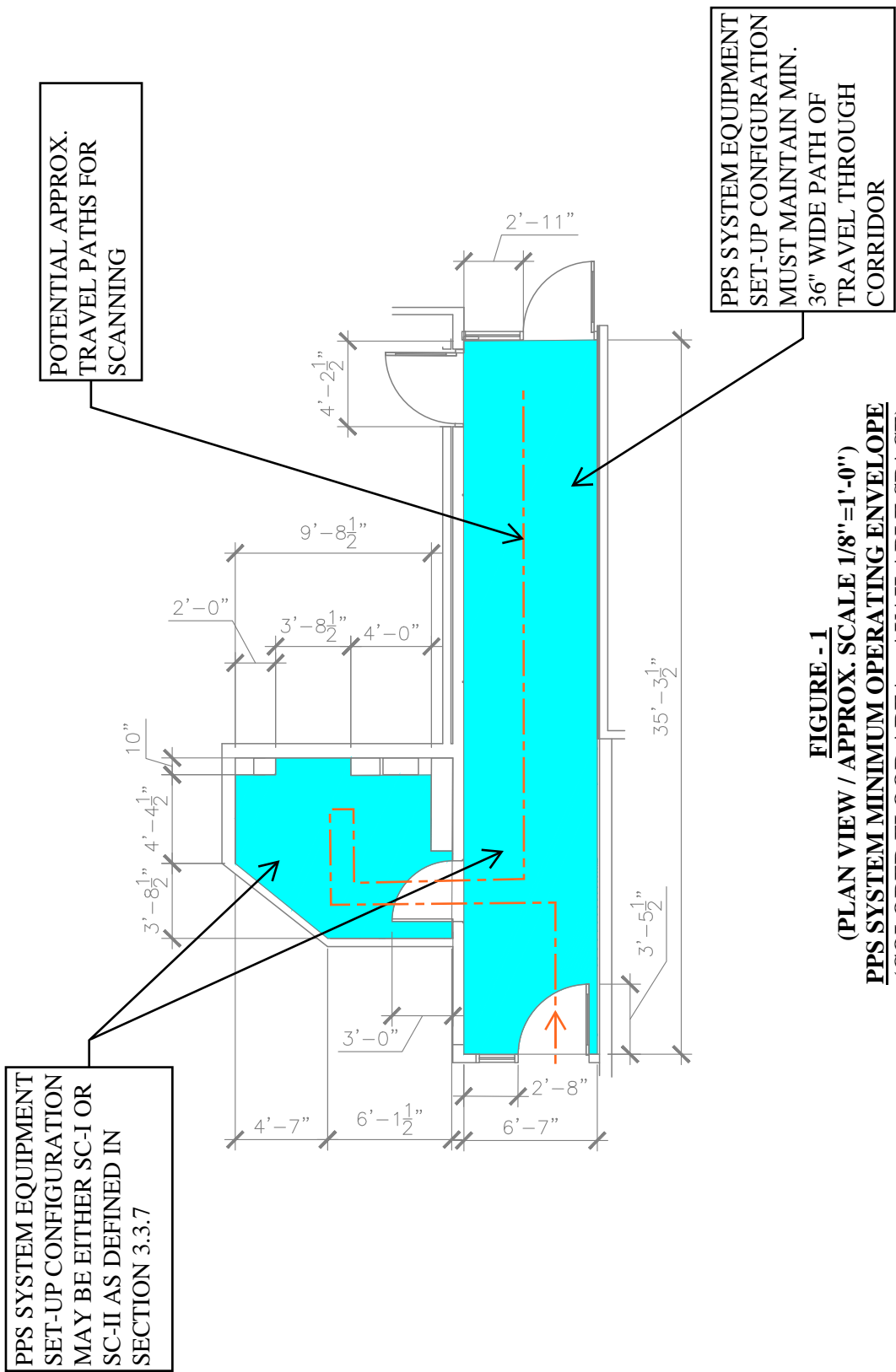
##### 3.4.3. Training

- 3.4.3.1. Provide up to four (4) hours of onsite training to Owner / Airport personnel on the operation and maintenance of the PPS System at the same time that the equipment is delivered and set up.

- 3.4.3.2. One additional subsequent onsite four (4) hour training session shall be provided by the Manufacturer at the Owner's request at no additional cost.
- 3.4.4. Manuals
  - 3.4.4.1. Provide a complete Operator / User manual that covers all aspects of basic and advanced user operation and modes of operation in detail with step-by-step instructions. One hard-copy and one electronic PDF copy shall be provided.
  - 3.4.4.2. Service manual (may be combined into the Operator / User manual). Provide Owner/Operator level routine maintenance, cleaning and service information which shall be defined in step-by-step procedures with appropriate list of the manufacturer's recommended materials, tools, expendables, and cleaning solutions/chemicals. One hard-copy and one electronic PDF copy shall be provided.
    - 3.4.4.2.1. Provide Owner/Operator level troubleshooting procedures which shall be defined in clear concise format such as tabularized checks and steps listing.
    - 3.4.4.2.2. Guidance and contact information for Manufacturer Technician service shall be provided in the manual.
- 3.4.5. Spare Parts and Special tools
  - 3.4.5.1. The Manufacturer shall furnish a 1-year supply of any related consumables / expendables and recommended user maintenance level spare parts as part of the delivery package.
  - 3.4.5.2. The Manufacturer shall furnish one full spare set of component interconnection cables with the equipment delivery.
  - 3.4.5.3. Manufacturer shall furnish any special tools, or other devices used to assist with set up or maintenance the equipment or systems. One full set for each unit ordered shall be provided.
- 3.4.6. Warranty Certification and Documentation
  - 3.4.6.1. Provide Manufacturer's Warranty Certificate for each complete unit stating the serial number and listing the accompanying components and accessories and the comprehensive warranty period of two (2) years (24 months) from date of delivery.
  - 3.4.6.2. Provide relevant documentation that the manufacturer has obtained all required UL and FCC Certifications.
  - 3.4.6.3. The manufacturer shall repair or replace any part, system, software, component, or accessory which is found to be defective in material, workmanship, or specified performance during the warranty period. Shipping costs for repair parts or shipping for return of equipment to the Manufacturer and Service Technician travel and expense costs for warranty work including diagnostics and repairs shall be the responsibility of the Manufacturer.

- 3.4.6.4. Warranty service shall be completed in a timely manner in less than thirty (30) days from initial warranty service request / notification, otherwise a temporary loaner unit or replacement unit shall be provided at no additional cost to the Owner.
- 3.4.6.5. Consumable products, such as floor arrow decals, standard AV or IT component connection cables , etc., shall not be warranty items.
- 3.4.7. Maintenance and Service Provision
  - 3.4.7.1. The Manufacturer (or Contractor / Bidder) shall, as part of the Bid submittal under Add-Alternate No.1, provide an optional five (5) year Maintenance and Service Provision (M&S Provision) covering all recommended scheduled service, preventative maintenance, and periodic performance assurance testing and calibration(s).
  - 3.4.7.2. All work under this M&S Provision shall be rendered by a Manufacturer Trained & Certified Technician. Documentation of such certification shall be provided upon Owner request.
  - 3.4.7.3. All anticipated work under the M&S Provision shall be scheduled at least two weeks in advance with written notification to the Owner.
  - 3.4.7.4. All anticipated work under the M&S Provision shall be performed at the Owner's designated onsite location at the Airport, unless otherwise approved in advance by the Owner. If the Manufacturer requires or requests offsite work, then all packaging, loading, transportation, and unloading of equipment or components for offsite M&S Provision work shall be provided at no additional cost to the Owner.
  - 3.4.7.5. The periodic performance assurance testing, and equipment calibration, shall be included at the Manufacturer's recommended frequency, but in any case, shall not exceed a one (1) year interval.
  - 3.4.7.6. The M&S Provision shall also include replacement of recommended and/or normally anticipated wear items within the covered period.
  - 3.4.7.7. M&S Provision shall include all required or recommended software and/or algorithm updates.
  - 3.4.7.8. The Maintenance and Service Provision performance period shall commence from the date of delivery.
  - 3.4.7.9. If, due to unsatisfactory performance or other reasonable cause after 90 days following written warning communication, and the Owner finds it necessary to terminate the Maintenance and Service Provision before the full term, then the pro-rated amount of the cost of the remaining Maintenance and Service Provision shall be refunded to the Owner.

3.4.7.10. All unanticipated work that may occur during the M&S Provision period, including system malfunctions or other conditions causing inoperability of the PPS System shall be responded to by the Manufacturer's Representative within 10 working days for initial testing / diagnostic evaluation and determination of corrective action.



**FIGURE -1**  
 (PLAN VIEW / APPROX. SCALE 1/8"=1'-0")  
**PPS SYSTEM MINIMUM OPERATING ENVELOPE**  
 (COLORED FLOOR AREA = AVAILABLE SPACE)