



**Antonio B. Won Pat
International Airport Authority, Guam**



**INVITATION FOR BID
IFB NO: GIAA-C04-FY16**

**DEMOLITION AND REMEDIATION
OF VARIOUS AIRPORT FACILITIES
PHASE 4
GIAA PROJECT NO. GIAA-FY12-01-5
AIP PROJECT NO. 3-66-0001-82**

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

DEMOLITION AND REMEDIATION OF VARIOUS STRUCTURES - PHASE 4

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**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**SECTION A
BID DOCUMENTS**

**INVITATION FOR BID
IFB NO: GIAA-C04-FY16**

**DEMOLITON AND REMEDIATION
OF VARIOUS AIRPORT FACILITIES
PHASE 4
GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82**

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
DEMOLITION AND REMEDIATION
OF VARIOUS AIRPORT FACILITIES – PHASE 4
GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82; IFB NO. GIAA-C04-FY16**

INVITATION FOR BID

The Antonio B. Won Pat International Airport Authority, Guam (“GIAA”), a public corporation and autonomous instrumentality of the Government of Guam, will receive sealed bids for the “**DEMOLITION AND REMEDIATION OF VARIOUS FACILITIES – PHASE 4**” at the Antonio B. Won Pat International Airport Authority, Guam.

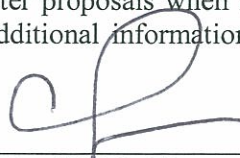
This Project is being funded by the U.S. Federal Aviation Administration under the AIP Fund. Bids will be received as described in the IFB package until **2:00 p.m., Tuesday, July 26, 2016 (Chamorro Standard Time (ChST))**, at the office of the Executive Manager, GIAA Main Terminal, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam, 96913. At 2:15 P.M. the same day, all bids will be publicly opened and read aloud at the GIAA Terminal Conference Room, located at the GIAA Main Terminal, 2nd Floor, 355 Chalan Pasaheru, Tamuning, Guam 96913. **Bids received after the bid submission deadline will not be considered.** All bids must be accompanied by a bid guarantee in the amount of 15% of the total bid price. The bid guarantee may be a bid bond, certified check or cashier’s check made payable to A.B. Won Pat International Airport Authority, Guam.

The complete IFB packet is available for public inspection at the office of the Executive Manager and for download from GIAA’s website at www.guamairport.com. A non-refundable payment of Three Hundred Dollars (\$300.00) in cash, or certified check, or cashier’s check is required for a printed copy of the complete IFB packet or One Hundred Dollars (\$100.00) for an electronic file (.pdf format) on compact disc, which can be obtained at the GIAA Executive office. GIAA recommends that any and all prospective bidders register by submitting to GIAA the Acknowledgment of Receipt Form included as part of this IFB. GIAA shall not be liable for failure to provide notice(s) or addenda to any bidders who did not submit an Acknowledgement of Receipt Form.

GIAA hereby notifies all bidders that it will affirmatively insure that Small Business Concerns and Small Disadvantaged Business Concerns will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color and national origin in its consideration for an award of contract.

A pre-bid meeting will be held in the GIAA Conference Room, located at the GIAA Main Terminal, Ground Floor, 355 Chalan Pasaheru, Tamuning, Guam 96913 at **10:00 a.m., Wednesday, July 13, 2016 (ChST)**.

GIAA reserves the right to reject any and all bids and to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals when in GIAA’s opinion, such rejection or waiver will be in GIAA’s best interest. For additional information, contact Mr. Franklin P. Taitano at (671) 646-0300 thru 0302.



Charles H. Ada II
Executive Manager



SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE (all times are ChST)</u>	<u>LOCATION</u>
IFB Issue Date	June 29, 2016	Executive Manager's Office, GIAA Main Terminal, 3 rd Floor and Website
Deadline for Receipt of Written Questions	July 14, 2016 4:00 p.m.	Executive Manager's Office
Pre-bid Conference	July 13, 2016 10:00 a.m.	GIAA Terminal Conference Room, GIAA Main Terminal, 2 nd Floor
Bid Submission Deadline	July 26, 2016 2:00 p.m.	Executive Manager's Office
Bid Opening	2:15 p.m. on the Bid Submission Deadline	GIAA Terminal Conference Room, GIAA Main Terminal, 2 nd Floor

ACKNOWLEDGEMENT OF RECEIPT FORM

Please acknowledge receipt of

**DEMOLITION AND REMEDIATION
OF VARIOUS AIRPORT FACILITIES – PHASE 4
GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82
IFB NO: GIAA-C04-FY16**

Upon obtaining this IFB, prospective bidders must complete this Acknowledgement of Receipt Form and return the completed form to GIAA in order to receive any addenda or other notices related to this IFB. Failure of prospective bidders to submit the Acknowledgement of Receipt Form to GIAA and to acknowledge receipt of all amendments/addenda in their bids may result in the prospective bidder not receiving notices from GIAA regarding this IFB, including addenda, or bids may be deemed non-responsive.

Name of Prospective Offeror

Name of person receiving IFB

Signature

Date

Time

Contact Person regarding IFB

Company/Firm

Title

E-mail Address

Contact Number

Fax Number

Address

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed bids in duplicate for the “**DEMOLITION AND REMEDIATION OF VARIOUS AIRPORT FACILITEIS - PHASE 4**”, at the Antonio B. Won Pat International Airport Authority, Guam (“GIAA”), **Project No. GIAA-FY12-01-5**, will be received at the office of the Executive Manager, located at the GIAA Main Terminal Building, 3rd Floor, 355 ChalanPasaheru, Tamuning, Guam 96913, until **2:00 p.m., Tuesday, July 26, 2016 (Chamorro Standard Time (CHST))**, on the Bid Submission Deadline indicated in the SCHEDULE OF EVENTS. At 2:15 p.m. on the Bid Submission Deadline, all bids will be publicly opened and read aloud at the GIAA Terminal Conference Room, located at the GIAA Main Terminal, 2nd Floor, 355 ChalanPasaheru, Tamuning, Guam 96913.

Bids in duplicate shall be submitted on the forms furnished by GIAA and shall be enclosed in a sealed envelope addressed to the GIAA Executive Manager and endorsed on the outside with the name and address of the bidder and the IFB title “**IFB No. GIAA-C04-FY16, DEMOLITON AND REMEDIATION OF VARIOUS STRUCTURES - PHASE 4**”.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the Contract Documents, but bidders shall expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract Documents, but bidders must familiarize themselves with every provision and its effect.

2. SINGLE POINT OF CONTACT

From the date this IFB is issued until final award, **bidders shall not communicate with any GIAA staff, Board Members or officials regarding this procurement**, except for Franklin P. Taitano, the Single Point of Contact for this procurement. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Franklin P. Taitano
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, Guam 96931
Phone Number: (671) 646-0300 thru 02
Fax Number: (671) 646-2048 or 646-8823
Email: frankpt@guamairport.net

3. MODIFICATION OF IFB PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved for GIAA to revise or amend this IFB, including but not limited to the specifications or drawings, or both, prior to the date set for opening bids. Such revisions or amendments, if any, will be announced by an amendment or addendum to this IFB and shall be identified as such. All bidders must acknowledge receipt of all amendments/addenda issued. If the revisions and amendments are of a nature, which require material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of GIAA will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

4. EXPLANATION TO BIDDERS

No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications shall be communicated in writing to the Single Point of Contact for interpretation. All written inquiries shall be submitted to GIAA **no later than** the deadline set forth in the SCHEDULE OF EVENTS. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an amendment or addendum to the IFB which, if issued, will be sent as promptly as practicable to all persons who have submitted an acknowledgement of receipt of the IFB. All such amendments/addenda shall become part of Contract Documents.

5. DELIVERY OF BID

No bid will be considered unless received at the GIAA Executive Manager's Office, GIAA Main Terminal, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam 96913, before the time specified in the SCHEDULE OF EVENTS for submission of bids. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. Bids received after the bid submission deadline shall be returned to the bidder unopened.

6. WITHDRAWAL OR REVISION OF BID

A bidder may withdraw or revise a bid by written notice received by GIAA at the office of the Executive Manager before the time specified for opening bids. A facsimile, email or similar request for withdrawal will not be accepted. Revised bids must be received at the GIAA's Executive Manager's office before the time specified for opening all bids. Negligence on the part of the bidder in preparing the bid confers no right to withdrawal of the bid after it has been opened.

7. PUBLICITY OF BIDS

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present, either in person or by representation.

8. RIGHT TO ACCEPT AND REJECT BIDS

GIAA reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept a bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve GIAA's best interests, or to reject the bid of a bidder who is not in a position to perform the Contract.

9. AWARD OF CONTRACT

- 9.1. The Contract will be awarded, if it is to be awarded, as soon as possible to the responsible bidder with the lowest responsive bid based on the Total Bid, provided the bid is reasonable and is to the interest of GIAA to accept it. Whether a bidder is responsible shall be determined in accordance with the Guam Procurement Regulations and applicable federal law and shall be based upon the information submitted by a bidder under this IFB, including, but not limited to, required affidavits and Bidder's Statement of Experience, and other available information.
- 9.2. GIAA reserves the right to waive any informality in bids received when such waiver is in the interest of GIAA. GIAA also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by GIAA or the bidder.
- 9.3. The successful bidder shall sign (execute) the Contract (in the form included as part of this IFB) and return such signed Contract to GIAA, along with the fully executed surety bond or bonds as security for faithful performance of this Contract and the fully executed surety bond or bonds as security for the payment of all persons performing labor and furnishing materials in conjunction with this Contract, as specified in the Contract Documents, within **ten (10) calendar days** after receipt of written notice of GIAA's acceptance of the bid.
- 9.4. Upon receipt of the Contract and contract bond or bonds that have been executed by the successful bidder, GIAA shall complete the execution of the Contract in accordance with Guam law, and return the fully executed contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute GIAA's approval to be bound by the successful bidder's bid and the terms of the Contract.
- 9.5. Failure of the successful bidder to execute the Contract and furnish an acceptable surety bond or bonds within the **ten (10) calendar day period** specified shall be just cause for cancellation of the award and forfeiture of the proposal guarantee, not as a penalty, but as liquidation of damages to GIAA for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

- 9.6 GIAA intends to award a firm fixed price contract in substantially the form of the contract included as part of this IFB packet. Reference is made to the form contract for Guam Procurement Regulation Standard Contract Clauses that have been replaced with provisions from the General Provisions, which is also included as part of the IFB packet.

10. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to GIAA an executed performance bond (form attached) and an executed payment bond (form attached) in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and for security payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by GIAA, and as are authorized to transact business in Guam. The bonds must be approved by GIAA prior to execution of the formal contract. A notarized true copy of Certificate of Authority is also required.

11. CANCELLATION

GIAA reserves the right to cancel this solicitation as provided in the Guam Procurement Regulations.

12. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notice to Proceed (“NTP”) and shall complete the work under this contract within **90 calendar days** of the NTP. This schedule shall include procurements and mobilization of materials from off island. The Contractor shall include such costs in its bid price, and no extra payment shall be made for any such costs. In the event that the Contractor does not complete the work within the time specified, liquidated damages for delay will be assessed as stated in the General Provisions.

13. BID DOCUMENTS

The IFB package is available for download from GIAA’s website www.guamairport.com and for public inspection at the GIAA Executive Manager’s Office located in the Main Terminal Building, 3rd Floor, 355 ChalanPasaheru, Tamuning, Guam 96913. Hard copies of the IFB package may be obtained upon payment of the non-refundable fee of \$300.00 and electronic files (.pdf format) of the IFB package on compact disc may be obtained upon payment of the non-refundable fee of \$100.00. Payment must be made by cash or certified/cashier check made payable to A.B. Won Pat International Airport Authority, Guam.

Upon obtaining this IFB, prospective bidders are encouraged to register with GIAA by submitting the Acknowledgement of Receipt Form set forth as an Attachment to this IFB to GIAA in order to receive any addenda or other notices related to this IFB. Failure by prospective bidders to submit the Acknowledgement of Receipt Form to GIAA and to acknowledge receipt of all amendments/addenda in their bids may result in the prospective bidder not receiving

notices from GIAA regarding this IFB, including addenda or bids may be deemed non-responsive.

This IFB consists of the following documents:

13.1 Bid Invitation Documents

- a. Invitation for Bid and Acknowledgment of Receipt Form
- b. Schedule of Events
- c. Instructions to Bidders
- d. Notice to Bidder

13.2 Bid Submittal Documents

- a. Special Reminder to Prospective Bidders
- b. Bid Form and Bid Schedule
- c. Bid Bond
- d. Affidavit Disclosing Ownership and Commissions
- e. Affidavit Regarding Non-Collusion
- f. Affidavit Regarding No-Gratuities or Kickbacks
- g. Affidavit Regarding Contingent Fees
- h. Affidavit Regarding Ethical Standards
- i. Declaration Re Compliance with U.S. DOL Wage and Benefits Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor
- j. Certificate Regarding Foreign Trade Restriction
- k. Certificate of Buy American Compliance for Total Facility
- l. Notice of Nonsegregated Facilities Requirement
- m. Notice of Requirement for Affirmative Action
- n. Designation of Subcontractors
- o. Bidder's Financial Statement
- p. Bidder's Qualification Statement
- q. Certificate Regarding Debarment and Suspension
- r. Certificate Regarding Lobbying and Influencing of Employees
- s. Grant Assurance Form – Title IV Compliance with Nondiscrimination Requirements
- t. Title IV Solicitation Notice
- u. Written Determination Regarding Deviation from Standard Contract Clauses (5GCA § 5350(d))
- v. Title IV List on Pertinent Nondiscrimination Authorities
- w. Certification of Nonsegregated Facilities

13.3 Contract Documents

- a. Formal Contract
- b. Notice of Award

- c. Notice to Proceed
- d. Affidavit Disclosing Ownership and Commissions
- e. Affidavit Regarding No Gratuities or Kickbacks
- f. Affidavit Regarding Non-Collusion
- g. Affidavit Regarding Contingent Fees
- h. Affidavit Regarding Ethical Standards
- i. Declaration Re Compliance with U.S. DOL Wage and Benefits Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor
- j. Performance Bond
- k. Labor and Material Payment Bond
- l. General Provisions
- m. Wage Rates for Employment of Temporary Alien Workers (H-2) on Guam
- n. Labor Standards Pursuant of Section 10307, Public Law 10-143
- o. Employees' Benefits, Temporary Employment of Aliens on Guam
- p. U.S. Department of Labor, General Wage Decision (GU140001)
- q. Technical Specifications
- r. Drawings

14. **PREPARATION AND SUBMISSION OF BIDS**

- 14.1 The bidder must submit its bid on the forms furnished by GIAA. All blank spaces on the bid form must be correctly filled in, and the bidder must state the total lump sum cost for each bid item based on the unit price and corresponding estimated quantities, (written in ink, both in words and numerals) which the bidder proposes for the work contemplated as well as all the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid form or irregularities of any kind may be rejected by GIAA. The bidder must supply all the information required by the bid forms and specifications.
- 14.2 The bidder shall sign its bid in ink on the blank space provided therein. Each bid must give the full business address of the bidder and be signed by the bidder with the bidder's usual signature. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the authorized officers thereof. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by a corporation or limited liability company must be signed with the legal name of the corporation or company, followed by the name of the place of formation and by the signature and designation of an officer, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the

signature. A bid by a person who affixes to his signature the word "president", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by GIAA, satisfactory evidence of the authority of the officer signing in behalf of the corporation or company shall be furnished.

- 14.3 Bids shall be enclosed in a sealed envelope which shall be marked and addressed as required herein in Section 1 titled "Receipt and Opening of Bids."

14. BID GUARANTEE

Each proposal must be accompanied by a bid guarantee in the amount of not less than fifteen percent (15%) of the amount of the bid. Failure to furnish a bid guarantee in the proper amount and form requires that the bid be rejected. Such guarantee shall be in the form of a bid bond provided by a surety company authorized to do business on Guam, cashier's check or certified check made payable to the A.B. Won Pat International Airport Authority, Guam. Such guarantee shall be submitted with the understanding and agreement that it shall guarantee that the bidder will not withdraw its bid for a period of ninety (90) days after the scheduled deadline for the submission of bids; that if the bid is accepted within the ninety (90) day period, the bidder will enter into a formal contract with GIAA and that the required performance and payment bonds will be given within ten (10) calendar days of receipt of notice of GIAA's acceptance of it; and that in the event of the withdrawal of said bid within said ninety (90) day period, or the failure to execute said contract and give Performance and Payment Bonds within said ten (10) day period, the bidder shall be liable to GIAA for the full amount of the bid guarantee as liquidated damages for the delay and additional work and costs thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

A bid guarantee, if submitted in the form of a bid bond, shall be submitted on the form provided, signed by the bidder, two major officers of the Surety and the Resident General Agent, and shall be accompanied by a copy of a current Certificate of Authority for the Surety to do business in Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf.

Bid guarantees, other than bid bonds, will be returned to:

- a. unsuccessful bidders, as soon as practicable after the opening of bids, except for the second and third lowest bidders;
- b. the second and third lowest bidders, as soon as practicable after the successful bidder has executed the required contract documents;
- c. the successful bidder, upon satisfactory execution of such further contract documents, and satisfactory and timely submission of the required performance and payment bonds.

15. ADDITIONAL BIDDER RESPONSIBILITIES

- 16.1 Bidders shall visit the project site and shall be responsible for having thoroughly ascertained pertinent conditions such as location, accessibility, availability of utilities, and general character of the site, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.
- 16.2 No extra compensation will be made by reason of any misunderstanding or error regarding the site, the conditions thereof, accessibility, availability of utilities, or the amount or kind of work to be performed.
- 16.3 If, in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from the conditions usually inherent in work of the character shown and specified, the attention of GIAA shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon its observation of such conditions, GIAA shall promptly make such changes in the drawings and specifications as it finds necessary to conform to the different conditions.

16. PENALTY FOR FRAUD, BRIBERY AND OTHER VIOLATIONS

Bidder are cautioned to carefully observe local and federal statutes and regulations involving fraud, bribery and other violations with regard to procurement of contracts and construction of public works, and take special note of the criminal penalties in connection with said violations.

17. AFFIDAVITS AND ASSURANCES

Each bidder is required to submit the affidavits and assurances attached relating to the following matters. Failure to include said affidavits and assurances shall render a bid non-responsive.

- Disclosure of major shareholders per 5 GCA § 5233. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this bid for the bidder and shall also contain the amount of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

- Certification of Independent Price Determination per 2 GAR § 3126. By submitting a bid, the bidder certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 GCA § 5630 and 2 GAR § 11107(4)(e). The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 11107 of the Guam Procurement Regulations.
- Prohibition against Contingent Fees per 2 GAR § 11108. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- Representation regarding Ethical Standards per 2 GAR § 11103. The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth 5 GCA Chapter 5 Article 11, (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 GCA § 5801. In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.
- Benefits Determination per 5 GCA § 5802. In addition to the Wage Determination detailed in 5 GCA Chapter 5, Article 13, any contract to which 5 GCA Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 GCA Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S.

Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

18. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 GCA § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

19. PROHIBITION ON MULTIPLE OR ALTERNATE BIDS

Multiple or alternate bids will not be accepted and shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

20. APPRENTICE TRAINING PROGRAM

Pursuant to Executive Order No. 2012-04, the contractor shall employ at least one (1) apprentice for every ten (10) workers for the duration of the project, and not less than one (1) apprentice for the project. This requirement may be waived only if GIAA certifies that no apprentice is available.

Apprentices employed by the contractor shall meet the eligibility requirements of Executive Order No. 2012-04.

In lieu of persons enrolled in a formal apprenticeship program, GIAA may authorize the contractor to employ individuals who will be supervised and engaged in on-the-job (OTJ) training. The number of OTJ apprentices employed in lieu of a single formal apprentice shall be determined by GIAA depending on the nature and size of the particular project.

21. BID SAMPLES AND DESCRIPTIVE LITERATURE

Bid samples or descriptive literature should not be submitted unless expressly requested herein. Regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature that are submitted at the bidder's risk will not be examined or tested and will not be deemed to vary any of the provisions of this IFB.

22. MINIMUM WAGES

All persons employed on this project shall be paid not less than the minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam.

23. INSURANCE

The Contractor shall purchase or otherwise provide Builders All Risk Insurance for the entire project. See the paragraphs titled "Contractor's and Subcontractor's Insurance" in the General Provisions for insurance requirements.

24. BUY AMERICAN PREFERENCES

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

***** END OF INSTRUCTIONS TO BIDDERS *****

NOTICE TO BIDDERS

1. Intent of Contract

The intent of the contract is to provide for the construction, complete in every detail, of the work described. The Contractor shall complete the work according to the plans, specifications, and terms of the contract.

2. Solicitation Instruction and Conditions

The submittal of a bid does not commit the A. B. Won Pat International Airport Authority, Guam (GIAA) to award a contract or to pay any cost incurred in the preparation of the bid . The Contracting Officer is the only individual who can act on behalf of GIAA to initiate the obligations of GIAA for the expenditure of associated funds for the project.

3. Adjustment of Items

Should extra work be required, should certain work be omitted, or should the quantities of certain items of work be increased or decreased be written order or approval be the Contracting Officer, adjustment in contract price will be made according to *Section 16.2.3 of the General Provisions*.

4. General

GIAA hereby notifies all bidders that it will affirmatively insure that Small Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color, sex or national origin in consideration for an award.

GIAA reserves the right to reject any or all bids and to waive any imperfection/defects in the bids in the interest if GIAA.

Unless noted elsewhere in the contract documents, the Contractor shall provide and pay for all labor, materials, tools, equipment, water, power, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to execute, complete and deliver the work within the specified time frame.

5. Contract Time

The contract time for this project is **120 calendar days** from the issuance of Notice to Proceed. The Contractor is reminded that the contract time is established for a variety of reasons, and GIAA expects delivery of the completed project by the completion date. Any extension in the contract time will be made according to *Section 16.2.3 of the General Provisions*.

6. Liquidated Damages

It is understood and agreed that the liquidated damages will be assessed against the Contractor for each calendar day beyond the completion date of the construction contract. *See Section 38 (Liquidated Damages for Delay) of the General Provisions.*

7. Progress Schedule

- a. **Progress Chart:** In accordance with the requirements of the contract, the Contractor shall prepare and submit to the Contracting Officer for approval, a construction schedule. The Contractor shall update the progress chart at monthly intervals or at intervals as directed by the Contracting Officer. The revised chart shall reflect all changes occurring since the last updating and shall be submitted to the Contracting Officer for review and approval. In addition, if the project is behind schedule, the Contractor shall submit a narrative report describing the problem areas and an explanation of corrective measures taken or proposed to complete the project with contract time.
- b. **Network System:** The Contractor shall use the Critical Path Method (CPM) and/or the Program Evaluation and Reporting Technique (PERT) for the construction scheduling.

8. Maintenance

The Contractor is responsible of all maintenance including the traffic and roadway within the construction and or grading limits from the date of Notice to Proceed until final acceptance of the project.

9. Penalty for Fraud, Bribery and Other Violations

The Bidder is cautioned to carefully observe local and federal statutes and regulations involving fraud, bribery, and other violations regarding procurement of contracts and construction with the Government. The Bidder is advised to take special note of the criminal penalties concerning said violations.

END NOTICE TO BIDDER

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Invitation for Bid and Bid Documents to ascertain that all the following requirements of the bid are submitted in the sealed bid envelope on or before the Bid Submission Deadline set forth in the Schedule of Events.

1. *Bid Form*
2. *Bid Schedule.*
3. *Bid Guarantee* in the form of cashier's check or certified check made payable to A.B. Won Pat International Airport Authority, Guam or Bid Bond. Bid bond, to be valid, must be accompanied by:
 - a. Current certificate of authority of the Surety issued by the Insurance Commissioner, Department of Revenue and Taxation, Government of Guam.
 - b. Power of Attorney issued by the Surety to the Resident General Agent.
 - c. Power of Attorney issued by two (2) major officers of the surety to whoever is signing on their behalf.
4. *Affidavit Disclosing Ownership and Commissions.*
 - a. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or share in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation held by each person at any time during the twelve (12) month period of such ownership. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid for the bidder and shall contain the amount of any such commission, gratuity or other compensation. This affidavit shall be open and available to the public for inspection and copying.
 - b. Failure by any bidder to submit the Affidavit Disclosing Ownership and Commissions on the form furnished by GIAA shall result in the disqualification of its bid.
5. *Affidavit Regarding Non-Collusion Affidavit.* The Affidavit Regarding Non-Collusion furnished by GIAA as part of the bid documents must be completed, signed and submitted in the bid envelope together with the bid.

6. *Affidavit Regarding No Gratuities or Kickbacks.* The Affidavit Regarding No Gratuities or Kickbacks Form furnished by GIAA as part of the bid documents must be completed, signed and submitted in the bid envelope together with the bid.
7. *Affidavit Regarding Contingent Fees.* The Affidavit Regarding Contingent Fees Form furnished by GIAA as part of the bid documents must be completed, signed and submitted in the bid envelope together with the bid.
8. *Affidavit Regarding Ethical Standards Affidavit.* The Affidavit Regarding Ethical Standards Affidavit Form furnished by GIAA as part of the bid documents must be completed, signed and submitted in the bid envelope together with the bid.
9. *Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.* The Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination Form furnished by GIAA as part of the bid documents must be completed, signed and submitted in the bid envelope together with the bid. The most recent wage determination applicable to Guam issued by the U.S. Department of Labor must be attached to the Declaration.
10. *Notice of Nonsegregated Facilities.* This form must be completed, signed, and submitted in the bid envelope together with the bid.
11. *Certification of Non-Segregated Facilities (Contractors/Subcontractors).* This certification must be completed, signed, and submitted in the bid envelope together with the bid.
12. *Designation of Subcontractors.* This designation must be completed, signed, and submitted in the bid envelope together with the bid.
13. *Bidder's Qualification Statement.* This statement along with Resumes of identified key personnel must be completed, signed, and submitted in the bid envelope together with the bid.
14. *Bidder's Financial Statement.* This statement must be completed, signed and submitted in the bid envelope together with the bid.
15. *Certificate Concerning Foreign Trade Restriction.* This certification must be completed, signed, and submitted in the bid envelope together with the bid.
16. *Certification Regarding Debarment and Suspension.* This certification must be completed, signed, and submitted in the bid envelope together with the bid.
17. *Certification Regarding Lobbying and Influencing Employees.* This certification must be completed, signed, and submitted in the bid envelope together with the bid.
18. *Certificate of Buy American Compliance for Total Facility.* This certification must be completed, signed, and submitted in the bid envelope together with the bid.

- 19. *Grant Assurance Form – Compliance with Nondiscrimination Requirements.* This form must be completed, signed and submitted in the bid envelope together with the bid.
- 20. *Notice of Requirement for Affirmative Action.* This form must be completed, signed, and submitted in the bid envelope together with the bid.
- 21. *Title IV Solicitation Notice.* This form must be completed, signed and submitted in the bid envelope together with the bid.
- 22. *Title IV List of Pertinent Nondiscrimination Authorities.* This form must be completed, signed and submitted in the bid envelope together with the bid.
- 23. *Others:* Copy of valid Contractor’s license, including GCL Classification C11 (Demolition) and C68 (Lead and Asbestos Abatement). If scope of work for demolition and lead/asbestos abatement is to be sub-contracted, submit copy of sub-contractor’s license for C11 and C68.

This Special Reminder to Prospective Bidders must be signed and returned in the envelope containing the Bid. **Failure to comply with the above requirements will mean disqualification and rejection of the Bid.**

I, _____ (print name), authorized representative of _____ (name of bidder) acknowledge receipt of this special reminder to prospective bidders, together with Bid Documents for **DEMOLITION AND REMEDIATION OF VARIOUS STRUCTURES - PHASE 4, GIAA Project No. GIAA-FY12-01-5, IFB No. GIAA-C04-FY16**, this _____ day of _____, 20____, and hereby attest that I have read and understand its intent and implications.

 BIDDER REPRESENTATIVE'S SIGNATURE

Name: _____

Title: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID

BID FORM

Date: _____

To: Executive Manager
A.B. Won Pat International Airport Authority, Guam (“GIAA”)
Tamuning, Guam 96931

Gentlemen:

The undersigned (hereinafter called the “Bidder”, a _____
(CORPORATION, LLC, PARTNERSHIP, JV, INDIVIDUAL)organized and/or licensed to do business
under the laws of Guam, hereby proposes and agrees to furnish all necessary labor materials, equipment,
tools and services required for the construction of the:

DEMOLITION AND REMEDIATION OF VARIOUS STRUCTURES - PHASE 4

IFB NO. GIAA-C04-FY16

GIAA PROJECT NO. GIAA-FY12-01-5

AIP NO. 3-66-0001-82

all in accordance with the drawings, specifications and other Contract Documents prepared for and/or by
GIAAfor the:

Total Bid Price of:

Dollars (\$ _____).

The amounts stated above are the sum of the net prices as set forth in the attached Bid Schedule. These
prices are to cover all costs and expenses incurred in performing the work required under the Contract
Documents of which this Bid is a part.

The Bidder declares that it has carefully and thoroughly examined the location of and conditions at the
site of the proposed work, the drawings, specifications and other contract documents and is familiar with
the nature and extent of the work that is to be performed.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within
ninety (90) days after the opening thereof, the Bidder agrees to execute the form of agreement (Formal
contract) included as one of the contract documents, and to furnish a performance bond and a payment
bond each in an amount equal to one hundred percent (100%) of the contract amount within ten (10)
calendar days after.

The Bid Guaranty enclosed herewith, without endorsement, in the sum of not less than fifteen percent
(15%) of the amount of the bid, is furnished to GIAAas a guarantee that the contract will be executed and
a performance and a payment bond will be furnished within ten (10) calendar days after Bidder’s receipt
of notice from GIAA of acceptance of its bid. In the event that this bid is accepted, and the Bidder shall
fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions

and within the time specified in the IFB, the Bid Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

The undersigned hereby acknowledges receipt of the following addenda (attach additional sheets if necessary):

ADDENDUM NO.	DATE

If awarded the contract, the undersigned agrees to complete specific items of work at earlier dates as stated and the entire work within the specified calendar days of the commencement of the contract time as defined in the Contract Documents.

The undersigned understands that GIAA reserves the right to reject any or all bids or to waive any informality or technicality in any proposal in the interest of GIAA.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The Bidder certifies, by submission of this bid or acceptance of the Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government of Guam or federal department or agency. Bidder further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid.

RESPECTFULLY SUBMITTED,

Type of Organization
(corporation, partnership,
sole proprietorship, other):

Name of Individual Firm
Members:

Date:

Bidder Name:

Authorized Representative
Signature:

Print Name of Authorized
Representative:

Title of Authorized
Representative:

Mailing Address:

Physical Address:

Telephone:

Guam Contractor's License
No. and Expiration Date
(attach copy):

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the Officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page evidence of the authority of the Officer(s) to sign on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the partner(s) authorized to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, his signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or member of a partnership, a POWER OF ATTORNEY must be on file with the Authority GIAA prior to the opening of the bid or submitted with the bids; otherwise, the bid may be rejected as irregular and unauthorized.

BID SCHEDULE

Pay Item Number	Description	Est. Qty.	Unit	Unit Cost	Total Cost
1	Demolition and removal of work as shown in Construction Documents.	1	LS	\$	\$
2	Remediation of work as shown in Construction Documents.	1	LS	\$	\$
Total Bid Amount:					
Total Bid Amount in Words:					

- a. The successful contractor shall submit a schedule of values for all lump sum cost shown in the bid schedule to be used for progress of payment.
- b. The quantities shown in the Bid Schedules are estimated quantities. The contractor shall be paid for the actual work completed and accepted by the Contracting Officer.

INSTRUCTIONS FOR BID BOND

Notice to all bidders:

1. If bidder elects to provide its bid security in the form of a bid bond, the form on the following page must be executed and returned in the sealed envelope containing the bid.
2. A bid bond, submitted as bid security, without signatures and supporting documents is invalid and the accompanying price bid will be rejected.

Notice to all Insurance and Bonding Institutions:

This Bond requires the signatures of the Bidder, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the A.B. Won Pat International Airport Authority, Guam, it should be accompanied with copies of all of the following:

1. Surety's current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

A Bond, submitted as Bid Guarantee, without signatures and supporting documents is invalid and bids will be rejected.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____
as Principal (bidder) (hereinafter called the “Principal”), and _____
as Surety (Bonding Company), duly authorized to transact business under the laws of Guam, as Surety
(hereinafter called “Surety”), are held and firmly bound unto the A.B. Won Pat International Airport
Authority, Guam (hereinafter called the “Authority”), in the penal sum of _____

Dollars (\$ _____), lawful money of the United States, for the payment of which sum will and
truly be made, we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid for:

DEMOLITION AND REMEDIATION OF VARIOUS STRUCTURES - PHASE 4**IFB NO. GIAA-C04-FY16****GIAA PROJECT NO. GIAA-FY12-01-5****AIP NO. 3-66-0001-82**

NOW THEREFORE, if the Authority shall accept the bid of the Principal, and Principal shall not
withdraw said bid within ninety (90) calendar days after the scheduled deadline for the submission of
bids, and shall within ten (10) calendar days of receipt of notice of acceptance of said bid, or such
further time as may be allowed in writing by the Authority, enter into a written contract with the
Authority in accordance with the terms of such bid and the form contract included as part of the above-
referenced IFB, and give such bond or bonds as may be specified in the IFB or Contract Documents with
good and sufficient surety for the faithful performance and proper fulfillment of such Contract and for
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of
the Principal to enter into such Contract and give such bond or bonds within the time specified, if the
Principal shall pay the Authority the difference not to exceed the penalty hereof between the amounts
specified in said bid and such larger amount for which the Authority may in good faith contract with
another party to perform work covered by said bid or an appropriate liquidated amount as specified in the
bid documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Signed and sealed this _____ day of _____, 20____.

(WITNESS)

(SEAL)

(PRINCIPAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(RESIDENT GENERAL AGENT)

(TITLE)

(TITLE)

**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE CONTAINING
THE BID.**

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
| _____)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The offeror is a corporation, partnership, joint venture, or association known as *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

[SIGNATURE PAGE FOLLOWS]

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

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

NOTARY PUBLIC
My commission expires:

[SIGNATURE PAGE FOR AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS]

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE
CONTAINING THE BID**

AFFIDAVIT REGARDING NON-COLLUSION

CITY OF _____)
) ss.
_____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

- 1. The name of the offering company or individual is [state name of company]

_____.

- 2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

- 3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individualPartner, if the offeror is a partnership: Officer, if the offeror is a corporation.

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

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID

AFFIDAVIT REGARDING NO GRATUITIES OR KICKBACKS

CITY OF _____)
)ss.
_____)

1. The name of the offering firm or individual is [*state name of offeror*] _____. Affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror’s proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

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

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID

AFFIDAVIT REGARDING CONTINGENT FEES

CITY OF _____)
) ss.
_____)

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of
company] _____.

2. As a part of the offering company’s bid, to the best of my knowledge, the
offering company has not retained any person or agency on a percentage, commission, or other
contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR
Division 4 11108(f).

3. As a part of the offering company’s bid, to the best of my knowledge, the
offering company has not retained a person to solicit or secure a contract with the government of
Guam upon an agreement or understanding for a commission, percentage, brokerage, or
contingent fee, except for retention of bona fide employees or bona fide established commercial
selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR
Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the
offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and
employees.

5.

Signature of one of the following:

Offeror, if the offeror is an individual;

Partner, if the offeror is a partnership;

Officer, if the offeror is a corporation.

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

NOTARY PUBLIC

My commission expires:

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE
CONTAINING THE BID**

AFFIDAVIT REGARDING ETHICAL STANDARDS

CITY OF _____)
)ss.
_____)

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the
offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid. To
the best of affiant’s knowledge, neither affiant nor any officers, representatives, agents,
subcontractors or employees of offeror have knowingly influenced any government of Guam
employee to breach any of the ethical standards set forth in 5GCA Chapter 5, Article 11. Further,
affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or
employee of offeror will knowingly influence any government of Guam employee to breach any
ethical standards set forth in 5 GCA Chapter, Article 11. These statements are made pursuant to
2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

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

NOTARY PUBLIC
My commission expires:

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE
CONTAINING THE BID**

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury:**(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]_____
SignatureAG 12-0198
April 10, 2012

AG Procurement Form 006 (Feb. 16, 2010)

**THIS DECLARATION MUST BE COMPLETED AND RETURNED IN
THE ENVELOPE CONTAINING THE BID.**

General Decision Number: GU160001 01/08/2016 GU1Superseded General Decision Number: **GU20150001**

State: Guam

Construction Types: Building, Heavy, Highway and Residential

(Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review Initiative)

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUGU2010-001 09/20/2010

Rates	Fringes
BRICKLAYER.....	\$ 14.02
CARPENTER.....	\$ 13.56
Cement mason.....	\$ 12.87
Electrician.....	\$ 15.45
Heavy Equipment Mechanic.....	\$ 14.14
Heavy Equipment Operator.....	\$ 13.77
IRONWORKER	
Reinforcing.....	\$ 12.56
Structural.....	\$ 13.22
PAINTER.....	\$ 14.60
Pipefitters.....	\$ 16.80

PLASTERER.....\$ 10.98

PLUMBER.....\$ 14.96

REFRIGERATION MECHANIC
including Heating, Air Conditioning
(HVAC) Mechanic work.....\$ 15.73

SHEET METAL WORKER.....\$ 15.17

WELDER.....\$ 16.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority

rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CERTIFICATE CONCERNING FOREIGN TRADE RESTRICTION

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

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

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

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

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

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

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

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

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS CERTIFICATION MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

CERTIFICATE OF BUY AMERICAN COMPLIANCE
FOR MANUFACTURED PRODUCTS

(Non-building construction projects, equipment acquisition projects)

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

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

- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS CERTIFICATION MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

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

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

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

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS NOTICE MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - A. Timetables
 - B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. Or With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is as shown in the drawings.

AFFIRMATIVE ACTION PLAN.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS NOTICE MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

DESIGNATION OF SUBCONTRACTORS

The undersigned Bidder has set forth below, the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Undersigned in or about the construction of the work, and each Subcontractor who, under subcontract, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications for such work to be performed under the project documents to which the attached Bid is responsible, and the portion of the work which will be done by each Subcontractor and for each subcontract in excess of one-half of one percent of the Undersigned's total aggregate bid.

Name Work	Address	Telephone No.	Division of

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS STATEMENT MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

BIDDER'S FINANCIAL STATEMENT

Bidders must submit this Financial Statement covering their most recently completed full fiscal year with their sealed bids. Failure to do so may result in the bidder being determined non-responsive whereby the bidder may be disqualified. Bidders may designate this statement as confidential.

Name of Bidder:

Current Assets	\$ _____
Fixed Assets (Depreciated)	\$ _____
Other Assets	\$ _____
TOTAL ASSETS	\$ _____
Current Liabilities	\$ _____
Long Term Liabilities	\$ _____
TOTAL LIABILITIES	\$ _____
NET WORTH	\$ _____

Prepared by (Name and Title): _____

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge and belief.

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS FINANCIAL STATEMENT MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

BIDDER’S QUALIFICATION STATEMENT

Bidders must submit this Bidder Qualification Statement with their sealed bids. Failure to do so may result in the bidder being determined non-responsive whereby the bidder may be disqualified.

1. **Bidder Information**

Name of Bidder:

Address:

Point of Contact:

Name:

Address:

Email:

Phone No.:

Fax No.:

2. **Company Overview**

Type of firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. _____.

Provide a certificate of good standing from the state or territory of formation.

Year firm established. Indicate the number of years bidder has been in business under its present business name: _____.

Other firm names. Indicate all other names by which offeror has been known and the length of time known by each name:

Participating branch offices. If applicable, state the branch offices that will participate in the conduct of any services provided (office name and address). If not applicable, please so indicate:

Number of Employees. Indicate the number of full-time personnel employed by the bidder in the last twelve (12) months:

3. **Experience of Offeror**

Client list and work. Provide the following information for current projects in progress and typical projects within the last five years:

Year	Name of Project	Owner	Location and Project Scope. State whether prime contractor or subcontractor	Contract Amount

Project Manager. The Project Manager will be the primary point of contact for the services provided under the contract. The Project Manager shall possess the following qualifications: hands-on management skills, strong leadership skills, great interpersonal skills, demonstrated full-time experience as a project manager on similar projects or on projects; demonstrated technical competency; superb aptitude for teamwork; ability to manage and work with multi-disciplinary teams; outstanding communication skills, oral and written; excellent organization skills; excellent record keeping ability; demonstrated ability to adhere to project budget; demonstrated ability to adhere to project schedule.

- a. Identify the proposed Project Manager:

- i. Provide his/her resume with the sealed bid
- ii. Explain why this person has been selected as Project Manager. Information provided should substantiate the required qualifications delineated above.

5. **Qualification to do Business**

Bidders must be licensed to do business on Guam at the time of submission of the priced bids. Bidders are required to submit with their sealed bid a copy of the required contractor's license(s).

6. **Other matters.**

Affirmative Action. Have you (bidder) established and implemented an Affirmative Action Plan for equal employment opportunities?

Yes No

Conflicts of Interest. Do you have any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GIAA, the Government of Guam or any of its agencies or instrumentalities?

Yes No

If yes, please provide further explanation on a separate sheet.

Contracts. Have you at any time failed to complete a contract?

Yes No

If yes, please provide further explanation on a separate sheet.

Lawsuits. Are there any judgments, claims, or suits pending or outstanding against you?

Yes No

If yes, please provide further explanation on a separate sheet.

Bidder is submitting the information requested with the understanding that it is for GIAA's use only to assist in determining whether the bidder is a responsible bidder and qualified to perform the type and magnitude of the work solicited. All references named herein, or any other person, firm, or corporation with whom bidder has done business, or who has extended credit to bidder,

is hereby authorized to furnish to GIAA any information GIAA may request concerning bidder, including, but not limited to, information concerning performance on previous work or credit standing. Bidder hereby releases any and all such parties from any legal responsibility of having furnished such information to GIAA.

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge and belief.

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS QUALIFICATION STATEMENT MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

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

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

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

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

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

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

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS CERTIFICATE MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

**CERTIFICATION REGARDING LOBBYING
AND INFLUENCING FEDERAL EMPLOYEES**

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS CERTIFICATE MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**

**GRANT ASSURANCE FORM
STANDARD DOT TITLE VI ASSURANCES**

CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- A. Compliance with Regulations. The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. The contractor, with regard to the work performed by its during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The contractor will provide all information and reports required by Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding payments to the contractor under the contract until the contractor complies, and/or
 2. Cancelling, terminating or suspending a contract, in whole or in part.

F. Incorporation of Provisions. The contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contract becomes involved in, or is threatened with litigation with by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS ASSURANCE FORM MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.

TITLE VI SOLICITATION NOTICE

A.B. Won Pat International Airport Authority, Guam, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS NOTICE MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 etseq).

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS LIST MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.

CERTIFICATION OF NONSEGREGATED FACILITIES
(CONTRACTORS/SUBCONTRACTORS)

(A Certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause).

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

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

Bidder Name: _____

By: _____

Name: _____

Title: _____

Date: _____

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

**THIS CERTIFICATION MUST BE COMPLETED AND RETURNED
IN THE ENVELOPE CONTAINING THE BID.**



**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**SECTION B
CONTRACT REQUIREMENTS**

**INVITATION FOR BID
IFB NO: GIAA-C04-FY16**

**DEMOLITON AND REMEDIATION
OF VARIOUS AIRPORT FACILITIES
PHASE 4
GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82**

Contract No.GIAA-_____

CONTRACT

BETWEEN

COMPANY NAME HERE

and

**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

CONTRACT FOR:

**DEMOLITION AND REMEDIATION OF VARIOUS AIRPORT FACILITIES
PHASE 4**

GIAA PROJECT NO. GIAA-12-01-5

AIP NO. 3-66-0001-81 & 82

IFB NO. GIAA-C04-FY16

AMOUNT: \$ _____

PLACE: TAMUNING, GUAM

THIS CONTRACT is made and entered into by and between the **Antonio B. Won Pat International Airport Authority, Guam** (hereinafter referred to as the “Authority”), a public corporation and autonomous instrumentality of the Government of Guam, whose address is Post Office Box 8770, Tamuning, Guam 96931, and _____, (hereinafter referred to as “Contractor”), a [type of entity] duly licensed to do business in Guam, whose mailing address is _____.

RECITALS

WHEREAS, the Authority desires to engage the construction services of Contractor to carry out Demolition and Remediation of Various Airport Facilities - Phase 4 (hereinafter called the “Project”) in accordance with the Drawings, Specifications, Blue Prints, this Contract and other Contract Documents which comprise the Invitation for Bid No. GIAA-CO4-FY16; GIAA Project No. GIAA-12-01-5;

WHEREAS, this undertaking is financed through a grant from the United States of America, acting through the Federal Aviation Administration (hereinafter referred as the “FAA”), under the provisions of the Airport Improvement Program (“AIP”);

WHEREAS, regardless of the source of funding, it is the policy of the Authority to conform with the spirit and intent of all FAA and applicable federal regulations, including, but not limited to the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and 49 C.F.R. part 18.36; and,

WHEREAS, the Authority, after engaging in a competitive selection procurement process in accordance with the Guam Procurement Laws (Title 5, Guam Code Annotated, Chapter 5) and Regulations (Volume 2, Guam Administrative Rules and Regulations, Division 4), is prepared to award this Contract to Contractor as the responsible bidder with the lowest responsive bid.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual terms, covenants, conditions set forth below, the parties agree as follows:

I. SCOPE OF CONTRACT

The Contractor shall furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the construction of the Project, in strict compliance with the Contract Documents as defined in this Contract, which are hereby incorporated into and made a part of this Contract as though set forth verbatim herein.

II. **TIME OF PERFORMANCE**

The parties agree that time is of the essence in the performance of the obligations under this Contract and, therefore, Contractor agrees to commence work under this Contract upon, and in accordance with the Written Notice to Proceed, and to complete the project, ready for use and operation, within **one hundred twenty (120) calendar days** from Contractor's receipt of the Notice to Proceed.

III. **COMPENSATION**

3.1. As compensation for services rendered under this Contract, and in full satisfaction for all work, labor, equipment, materials and other requirements and specifications under the Contract, Contractor shall be paid the sum of **00/100 Dollars** (\$) ("Contract Price"), in increments as applied for by the Contractor through partial payments as described in the General Provisions, Section 35.9 *et seq.*, which was part of the Invitation for Bid and is incorporated herein as if fully set out verbatim (the "General Provisions").

Other sums may be added and/or deducted as a result of extra and/or omitted work, as the case may be, as approved by the Authority pursuant to Sections 34 and 35 of the General Provisions, the Guam Procurement Laws and Regulations (codified in Title 5, Guam Code Annotated, Chapter 5, and Title 2 Guam Administrative Rules and Regulations, Chapter 6) and this Contract. This amount shall be in full satisfaction of all work, labor, Contractor fees, gross receipt taxes, costs and expenses incurred by Contractor.

3.2. Contractor's Payment of Sub-contractors. The Contractor shall pay each subcontractor under this Contract for satisfactory performance of its contract as provided in Section 35.6 of the General Provisions. Any delay or postponement of payment by the Contractor to its subcontractor may occur only for good cause following written approval of the Authority. This clause applies to both Disadvantaged Business Enterprise ("DBE") non-DBE subcontractors.

All requests for payment (Partial Payment requests) that include compensation to subcontractor(s) shall be accompanied by a properly executed billing from the subcontractor(s). The Contractor shall also submit a Certificate of Payment to Subcontractor(s) to the Authority, properly acknowledged by the subcontractor(s), on the next month following the Authority's payment to Contractor which includes any compensation to the subcontractor(s). Failure to submit such a Certificate of Payment to Subcontractor(s) will result in the deduction of the amount due to subcontractor(s) in future payments to Contractor.

The Authority's review, approval and payment of fees for services by Contractor shall not constitute a waiver of any rights or cause of action arising out of Contractor's failure to fully and completely perform its duties under this Contract and Contractor shall be and remain liable

to the Authority for all damages, costs and attorneys' fees which the Authority may suffer or incur as a result of Contractor's negligent performance of any of the services required herein.

IV.
“CONTRACT DOCUMENTS” DEFINED

It is hereby mutually agreed that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made part hereof, and collectively evidenced and constitute the Contract between the parties hereto, and they are as fully a part of this Contract, as if they were set out verbatim and in full herein:

- A. Invitation for Bid (“IFB”)
- B. Instructions to Bidders
- C. [Insert Addenda, if any]
- D. Notice to Bidders
- E. Special Reminder to Prospective Bidders
- F. Bid Form
- G. Bid Schedule
- H. Bid Bond
- I. Affidavit Disclosing Ownership and Commissions
- J. Affidavit Regarding No Gratuities or Kickbacks
- K. Affidavit Regarding Non-Collusion
- L. Affidavit Regarding Contingent Fees
- M. Affidavit Regarding Ethical Standards
- N. Declaration Regarding Compliance with U.S. DOL Wage Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor
- O. Certification of Non-Segregated Facilities
- P. Designation of Subcontractors
- Q. Bidder's Qualification Statement
- R. Bidder's Financial Statement
- S. Notice of Nonsegregated Facilities
- T. Notice of Requirement for Affirmative Action
- U. Certification of Nonsegregated Facilities
- V. Certification Concerning Foreign Trade Restriction
- W. Certification Regarding Debarment and Suspension
- X. Certification Regarding Lobbying and Influencing Employees
- Y. Certification of Buy American Compliance for Manufactured Products
- Z. Title VI Solicitation Notice
- AA. Title VI List of Pertinent Nondiscrimination Authorities
- BB. Grant Assurance Form - Title VI Compliance with Nondiscrimination Requirements
- CC. Performance Bond
- DD. Labor and Materials Payment Bond
- EE. General Provisions

- FF. Wage Rates for Employment of Temporary Alien Workers (H-2) on Guam
- GG. Guam Labor Regulation Standards Pursuant to Section 10307, Public Law 10-143
- HH. Technical Specifications
- II. Drawings
- JJ. Title 20-Employees' Benefits, Temporary Employment of Aliens on Guam
- KK. U.S. Department of Labor, Davis-Bacon General Wage Decision (GU160001)
- LL. Notice of Award
- MM. Notice to Proceed

In the event of an ambiguity or actual conflict or inconsistency between the terms contained in this Contract and those enumerated in the General Provisions, the provisions in this Contract shall govern the parties' rights and obligations. However, to the extent that the provisions of these documents can be read together, that is the preferred interpretation of the parties' rights and obligations. An ambiguity, actual conflict or inconsistency shall occur when the rights or obligations contained in this Contract cannot be performed without violating a provision of the General Provisions or vice versa. An ambiguity may also occur where the General Provisions are confusing, unclear or make references to nonexistent provisions in the Contract or Contract Documents.

V.

CHANGES IN SCOPE OF WORK AND SERVICES

Guam Procurement Regulation Clause No. 3, entitled Changes, is not a part of the general terms and conditions of this Contract, and has been replaced with the provisions of Section 16.2 of the General Provisions. Your attention is specifically directed to this clause.

VI.

TERMINATION OF CONTRACT

The standard Termination Clauses found in the Guam Procurement Regulations has been replaced with the following provision required for AIP-funded contracts:

6.1. The Authority (referred to as "Sponsor" in this Article) may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

6.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

6.3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise.

In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

6.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 6.2 of this clause.

6.5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

VII. **INDEMNIFICATION**

Contractor shall indemnify and hold harmless the Authority, its Board of Directors, and all its officers, agents, and employees from any loss, damage, liability, expense, claims, suits, actions, costs of suit and attorneys' fees because of damage to property or injuries to persons (including death) arising from any negligent act, omission, or breach on the part of Contractor, its agents, employees and subcontractors, in connection with this Contract, or from any breach of any of its obligations under this Contract.

Contractor shall defend at its own expense any suits or other proceedings brought against the Authority, its Board of Directors, officers, agents, and employees, based on any alleged negligent act, omission, or breach by Contractor, its employees, agents or subcontractors, in connection with this Contract, or from any breach of any of its obligations under this Contract, and shall pay all expenses and satisfy all judgments which may be rendered against the Authority, its Board of Directors or its officers, agents or employees, based upon such negligent act, omission, or breach, including all costs, expenses of suit and attorneys' fees.

VIII. **INSURANCE**

Contractor shall place and maintain with responsible insurance carriers licensed in Guam, insurance as required under Section 19.13 of the General Provisions.

IX. **INDEPENDENT CONTRACTOR**

In the performance of this Contract, it is expressly understood that Contractor's status is that of an Independent Contractor and not as an agent, partner, joint venturer or employee of the Authority or the government of Guam. Contractor's conduct shall be in accordance with that status. If Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

Contractor does not have, nor does it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name

of, or binding upon the Authority, or to pledge the Authority's credit, or to extend credit in the Authority's name. In addition, nothing contained in this Contractor shall be deemed or construed by the parties hereto, or by any third party, to create the relationship of principal and agent, or a partnership or a joint venture, or of any association between the Authority and Contractor.

X.

REPRESENTATIONS

The Contractor hereby makes the following representations:

5.1. Warranty Against Employment of Sex Offenders (Public Law 28-98:2). Contractor warrants that no person providing services on behalf of Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. If any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

5.2. Covenant Against Contingent Fees. The Contractor represents and warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability, or in its discretion to deduct from the Contract Price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

5.3. Wage Determination (5 GCA Article 13).

5.3.1. The Contractor shall pay its employees whose purpose in whole or in part is the direct delivery of services in accordance with the Wage Determination applicable to this Contract.

5.3.2. In addition to the subsection above, the Contractor shall pay said employees health and similar benefits having a minimum value as detailed in the Wage Determination, and shall pay them a minimum of ten (10) paid holidays per year.

5.3.3. The Contractor is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 GCA Article 13, Wage and Benefit Determination. The Director of the Department of Labor, or that person's successor, shall investigate possible or reported violations of the provisions of the law, and shall forward such

findings to the Authority. The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to assessment of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

5.3.4. In the event there is a violation, the Contractor may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, the Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. In the event the Contractor is placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13, the Contractor may appeal such penalty or probationary status to the Superior Court of Guam.

5.3.5. The Contractor has submitted a Declaration of Compliance with Wage Determination laws with the most recent Wage Determination promulgated by the U.S. Department of Labor attached.

5.3.6. Upon any renewal of this Contract, GIAA and the Contractor agree that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal shall apply to the Contract.

5.4. Prohibition Against Gratuities and Kickbacks per 5 GCA § 5630. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 11107 of the Guam Procurement Regulations.

5.5 Representation Regarding Ethical Standards. The Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

5.6. Duly Licensed. The Contractor is duly licensed and authorized to transact the business of construction under the applicable laws of Guam.

XI. **LIQUIDATED DAMAGES**

Guam Procurement Regulation Clause No. 10, entitled Liquidated Damages, is not a part of the general terms and conditions of this Contract, and has been replaced with the provisions of Section 38 of the General Provisions. Your attention is specifically directed to this clause.

Contractor agrees to pay the Authority, not as a penalty, but as reasonably estimated actual damages for breach of this Contract by the Contractor for failing, neglecting or refusing to complete the work within the times herein specified, liquidated damages in the amount specified in Section 38 of the General Provisions.

Contractor acknowledges that failure to complete the Project within the time provided hereunder will be detrimental to the Authority and the government of Guam and may result in the loss to the Authority of federal grant money for other projects. The exact monetary value of said losses and/or injuries caused by Contractor's failure to complete the Project within the time prescribed herein is extremely difficult and impractical to fix; therefore, the parties agree that the above described sums represent fair and reasonable estimates of such monetary value of such losses and/or damages. Nothing herein shall diminish the Authority's right to terminate this Contract or exercise any other remedy available to the Authority for Contractor's failure to comply with the provisions of this Contract.

XII. **MISCELLANEOUS PROVISIONS**

12.1. Venue and Governing Law. Contractor hereby specifically consents to the jurisdiction and forum of the Superior Court of Guam with respect to any and all claims which may arise hereunder and waives any and all rights it may otherwise have had to contest the same or to proceed in a different jurisdiction or forum. This Contract shall be governed by and construed in accordance with the laws of Guam.

12.2. Compliance with Laws. Contractor shall comply with all applicable Federal, state and Guam laws, statutes and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau or agency having jurisdiction over the subject of this Contract.

12.3. Interest of Members of the Authority and Others. No officer, member, or employee of the Authority who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

12.4. Covenant Against Contingent Fees. The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate the Contract or, as consideration, deduct the amount of such commission,

percentage brokerage or contingent fee from the Contract Price. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

12.5. Other Contracts. The Authority or other parties approved by the Authority may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit the work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

12.6. Disputes. The Authority and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this Contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by the Authority in writing within sixty (60) days after the Contractor shall request the Authority in writing to issue a final decision. If the Authority does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Contractor may proceed as though the Authority had issued a decision adverse to the Contractor.

The Authority shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

The Authority's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision as follows:

(A) For disputes involving money owed by or to the Authority under this Contract, the Contractor files appeal of the decision in accordance with the Government Claims Act by filing a government claim with the Authority no later than eighteen months after the decision is rendered by the Authority or from the date when a decision should have been rendered.

(B) For all other disputes arising under this Contract, the Contractor files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of the Authority's decision or from the date the decision should have been made.

The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

The Contractor shall comply with the Authority's decision and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract, except where the Contractor claims a material breach of this Contract by the Authority. However, if the Authority determines in writing that continuation of services under this Contract is essential to the public's health or

safety, then the Contractor shall proceed diligently with performance of the Contract notwithstanding any claim of material breach by the Authority.

12.7. Contract Binding Upon Parties, Successors. It is agreed that this Contract and all of the Covenants hereof shall inure to the benefit of, and be binding upon, the Authority and the Contractor respectively and the Contractor's partners, successors, assigns and legal representatives. Neither the Authority, nor the Contractor, shall have the right to assign, transfer, or sublet the Contractor's interest or obligations hereunder without written consent of the other party.

12.8. Liens. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material supplier or other person can or will contract for or in any other manner have or acquire any lien upon the works covered by this Contract.

12.9. Non-Gratuity. The Contractor further agrees to execute and file a Non-Gratuity Affidavit before final payment under the Contract is made by the Authority.

12.10. Notices, Correspondence and Payments. All notices, correspondence, and payments required to be sent to either party hereunder shall be sent to the parties at the address stated below, either by mail or delivered personally or by facsimile and confirmed by letter. Service of any notice or demand by mail shall be by registered letter, receipt requested, and shall be deemed effective ten (10) days after mailing or on the date actually received, whichever is first.

For the AUTHORITY: Charles H. Ada II, Executive Manager
A.B. Won Pat International Airport Authority, Guam
Post Office Box 8770
Tamuning, Guam 96931
Tel: (671) 646-0300-2
Fax: (671) 646-8823

For the CONTRACTOR: [NAME]
[TITLE]
[NAME OF COMPANY]
[ADDRESS]
Tel: () _____
Fax: () _____

Each party may change its designated address by serving notice, in writing, on the other party as provided above.

12.11. Subcontractors. Contractor shall not be permitted to subcontract any portion of the Contract without the prior written consent of the Authority. The Contractor shall file a copy of all subcontracts with the Authority. The Authority's approval of a subcontract shall not, in any event, relieve Contractor of its responsibility under the Contract. Any attempted assignment or subcontract without the prior written consent of the Authority shall be void. Where a subcontract

is permitted, the Contractor agrees to bind every subcontractor by the terms of this Contract and all Contract Documents. Nothing in this Contract or the Contract Documents shall be construed as creating any contractual relation between any subcontractor and the Authority.

12.12. Severability. If a provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

12.13. Entire Agreement. This Contract and the Contract Documents listed in Article IV above, constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof.

12.14. Attorneys' Fees. If GIAA retains an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Contract, or to recover damages for the breach thereof, or GIAA commences an action for any of the foregoing reasons or to resolve any dispute relating to this Contract, and GIAA prevails, then GIAA shall be entitled to recover from Contractor GIAA's reasonable attorneys' fees, costs and expenses incurred in connection with any such action. If Contractor retains an attorney or attorneys regarding this Contract, any recovery of attorneys' fees, costs or expenses from the GIAA by Contractor is limited by and subject to the Government Claims Act and any other applicable law.

XIII.

PROVISIONS REQUIRED FOR CONTRACTS AWARDED UNDER AIP GRANTS

13.1. Civil Rights Title VI Assurances.

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

13.1.2. Title VI Compliance with Nondiscrimination Requirements. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

13.1.2.1. Compliance with Regulations. The contractor (hereinafter includes consultants) will comply with the Title IV List of Pertinent Nondiscrimination Statutes

and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

13.1.2.2.Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR part 21.

13.1.2.3.Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

13.1.2.4.Information and Reports. The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

13.1.2.5.Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, GIAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

13.1.2.6.Incorporation of Provisions. The contractor will include the provisions of paragraphs 13.1.1 through 13.1.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Sponsor to enter into any litigation to protect the interests of the

sponsor. In addition, the contractor may request the contractor may request the United States to enter the litigation to protect the interests of the United States.

13.1.3. Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 etseq).

13.2. Buy American Preferences. The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

13.3 Access to Records and Reports. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

13.4 Airport and Airway Improvement Act of 1982, Section 520 -- General Civil Rights Provisions. The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title IV of the Civil Act of 1964. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the

period during which the airport sponsor or any transferee retains ownership or possession of the property.

13.5. Lobbying and Influencing Federal Employees. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

13.5.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

13.5.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

13.6. Disadvantaged Business Enterprises.

13.6.1. Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

13.6.2. Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than the number of days as provided under the General Provisions from the receipt of each payment the prime contractor receives from GIAA. The prime contractor agrees further to return retainage payments to each subcontractor within the number of days as specified under the General Provisions after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GIAA. This clause applies to both DBE and non-DBE subcontractors.

13.7. Energy Conservation Requirements. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

13.8. Breach of Contract. Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

13.9. Rights to Inventions. All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

13.10.1. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

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

agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

13.11. Veteran's Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

13.12. Davis Bacon Requirements.

13.12.1. Minimum Wages.

13.12.1.1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to

skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

13.12.1.2. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 13.12.1.2(ii) (B) or (C) of this paragraph, shall be paid to all workers

performing work in the classification under this contract from the first day on which work is performed in the classification.

13.12.1.3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

13.12.1.4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

13.12.2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

13.12.3. Payrolls and basic records.

13.12.3.1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

13.12.3.2(A). The contractor shall submit weekly, for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

13.12.3.2(B). Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

13.12.3.2(C). The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

13.12.3.2(D). The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

13.12.3.3 The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

13.12.4. Apprentices and Trainees.

13.12.4.1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full

amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

13.12.4.2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

13.12.4.3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

13.12.5. Compliance With Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

13.12.6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

13.12.7. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

13.12.8. Compliance With Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

13.12.9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

13.12.10. Certification of Eligibility.

13.12.10.1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

13.12.10.2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

13.12.10.3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13.13. Equal Opportunity Clause - 41 CFR PART 60-1.4(b).

During the performance of this contract, the contractor agrees as follows:

13.13.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

13.13.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

13.13.3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.13.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.13.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.13.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.13.7. The contractor will include the portion of the sentence immediately preceding paragraph 13.13.1 and the provisions of paragraphs 13.13.1 through 13.13.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.14. Certification of Nonsegregated Facilities - 41 CFR PART 60-1.8.

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his

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

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

13.15. Notice of Requirement for Affirmative Action - 41 CFR PART 60-2. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

TIMETABLES	
Goals for minority participation for each trade	Vol. 45 Federal Register pg. 65984 10/3/80
Goals for female participation in each trade	6.9%

These goals are applicable to all of the contractor’s construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally construction regardless of the percentage of federal participation in funding.

The contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (“OFCCP”), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the “covered area” is the area of the Airport where the work shall be performed.

13.16. Standard Federal Equal Employment Opportunity Construction Contract Specifications - 41 CFR Part 60.4.3.

13.16.1. As used in these specifications:

13.16.1.1. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

13.16.1.2. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

13.16.1.3. “Employer identification number” means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

13.16.1.4. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

13.16.2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

13.16.3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

13.16.4. The contractor shall implement the specific affirmative action standards provided in paragraphs 13.16.7a through 13.16.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

13.16.5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

13.16.6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

13.16.7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female

employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

13.16.8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (13.16.7a through 13.16.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 13.16.7a through 13.16.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

13.16.9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

13.16.10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

13.16.11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

13.16.12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13.16.13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards

prescribed in paragraph 13.16.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

13.16.14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

13.16.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

13.17. Debarment and Suspension.

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

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

13.17.2.1. Checking the System for Award Management at website: <http://www.sam.gov>.

13.17.2.2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension, above.

13.17.2.3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

13.18. Contract Workhours and Safety Standards Act Requirements.

13.18.1.Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

13.18.2.Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

13.18.3.Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

13.18.4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 13.18.1 through 13.18.4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 13.18.1 through 13.18.4 of this section.

13.19. Clean Air and Water Pollution Control. Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

13.20. Affirmative Action Plan. The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

13.21. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

13.22. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13.23. Copeland “Anti-Kickback” Act. The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

13.24. Contractor Policy to Ban Text Messaging While Driving.

13.24.1. Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and Executive Order 13513. For clarification purposes, they may expand upon the definitions in the E.O.

13.24.1.1 Driving (1) means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

13.24.1.2. Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10).

13.24.2. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to:

13.24.2.1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

13.24.2.1.1. Company-owned or –rented vehicles or Government-owned, leased or rented vehicles; or

13.24.2.1.2. Privately-owned vehicles when on official Government business or when performing work for or on behalf of the Government.

13.24.2.2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –

13.24.2.2.1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

13.24.2.2.2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

13.24.3. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

XIV.

EMPLOYMENT OF APPRENTICES

14.1. Contractor shall employ at least one (1) apprentice for every ten (10) workers for the duration of the Project, and not less than one (1) apprentice for the Project. This requirement may only be waived if the Authority certifies in writing that no apprentice is available.

14.2. To qualify as an apprentice (“Qualified Apprentice”), the individual(s) must be enrolled in an apprenticeship program approved or sponsored by the Department of Public Works, including but not limited to any apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or the Guam Community College, or the Guam Contractors Association. Apprentices employed by the contractor shall meet the eligibility requirements of Executive Order No. 2012-04.

In lieu of persons enrolled in a formal apprenticeship program, the Authority may authorize Contractor to employ individuals who will be supervised and engaged in on-the-job (OTJ) training. The number of OTJ apprentices employed in lieu of a single formal apprentice shall be determined by the Authority depending on the nature and size of the particular project.

Within seven (7) working days of Contractor’s execution of this Contract, Contractor shall provide the Authority with the following information, certified as true and correct by an officer of Contractor. In the event of any change in the information provided, Contractor must provide the Authority with an updated certification within seven (7) working days of the change and an explanation for such change.

14.2.1. The total number of workers employed for the Project;

14.2.2. The name, position title, and name of approved or sponsored apprenticeship program for each Qualified Apprentice or name, title and supervisor for each.

14.3. If Contractor is seeking to hire OTJ Apprentices in lieu of Qualified Apprentices, Contractor must submit its request to the Authority within seven (7) working days of Contractor’s execution of this Contract with an explanation supporting Contractor’s request. If denied, Contractor shall employ Qualified Apprentices as required herein. If approved, the Authority shall advise Contractor of the number of OTJ Apprentices it shall employ in lieu of a single Qualified Apprentice and shall provide the Authority with the following information, certified as true and correct by an officer of Contractor, within seven (7) working days of Contractor’s receipt of the Authority’s approval. In the event of any change in the information provided, Contractor must provide the Authority with an updated certification within seven (7) working days of the change and an explanation for such change.

14.3.1. The total number of workers employed for the Project;

14.3.2. The name, position title, and name of approved or sponsored apprenticeship program for each Qualified Apprentice, if any; and

14.3.3. The name, title and supervisor for each OTJ Apprentice.

14.4. If Contractor is seeking a waiver of its obligation to hire Qualified Apprentices, Contractor must submit its request to the Authority within seven (7) working days of Contractor's execution of this Contract with an explanation supporting Contractor's request.

XV.

PAYMENT AND PERFORMANCE BONDS

Contractor must deliver to the Authority an executed performance bond and an executed payment bond in such form as is acceptable to the Authority in an amount equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. The sureties of all bonds shall be such surety company or companies as are approved by the Authority, and as are authorized to transact business in Guam. The bonds must be approved by the Authority prior to execution of this Contract. A notarized true copy of Certificate of Authority of the surety or sureties must also be provided to the Authority.

XVI.

SECURITY COMPLIANCE

Contractor shall comply with and conform its performance of the work and completion of the Project to the Authority's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations (collectively, "Security Requirements"). Contractor shall require all persons, including without limitation its subcontractors, agents, employees, or invitees, entering the A.B. Won Pat International Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the "Airport Premises") to comply with the Security Requirements and the Airport Rules and Regulations. Contractor agrees to pay, indemnify and save the Authority harmless from and against any and all fines and penalties imposed or assessed on the Authority and/or Contractor for any breach of the Security Requirements by Contractor, its subcontractors, agents, employees, or invitees, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term, or any extended term, of this Contract.

XVII.

SUSPENSION OF WORK

Guam Procurement Regulation Clause No. 5, entitled Suspension of Work, is not a part of the general terms and conditions of this Contract, and has been replaced with the provisions of Section 30.2 of the General Provisions. Your attention is specifically directed to this clause.

XVIII.
DIFFERING SITE CONDITIONS

Guam Procurement Regulation Clause No. 6, entitled Differing Site Conditions, is not a part of the general terms and conditions of this Contract, and has been replaced with the provisions of Section 31 of the General Provisions. Your attention is specifically directed to this clause.

XIX.
PRICE ADJUSTMENT

Guam Procurement Regulation Clause No. 7, entitled Price Adjustment, is not a part of the general terms and conditions of this Contract, and has been replaced with the provisions of Section 16.2.3 of the General Provisions. Your attention is specifically directed to this clause.

XX.
CLAIMS BASED ON GOVERNMENT'S ACTS OR OMISSIONS

20.1. Notice of Claim. If any action or omission on the part of the Contracting Officer, or designee of such officer, requiring performance changes within the scope of the Contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Contractor shall have given written notice to the Contracting Officer, or designee of such officer:

(i) prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;

(ii) within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

(c) the Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

20.2. Limitations of Clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

20.3. Adjustments of Price. Any adjustment in the Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

XXI.

VARIATIONS IN ESTIMATED QUANTITIES

21.1. Variations Requiring Adjustments. Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in this Contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contracting Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Contracting Officer the findings justified.

21.2. Adjustments of Price. Any adjustment in the Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

XXII.

REMEDIES

Any dispute arising under or out of this Contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM**

**CONTRACTOR:
[NAME OF COMPANY]**

By: _____
Charles H. Ada II
Executive Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**CONCURRED:
A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS**

ATTESTED:

By: _____
Edward G. Untalan
Chairman

By: _____
Name: _____
Title: _____
Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

By: _____
Jean M. Arriola
GIAA Certifying Officer

Date: _____

APPROVED AS TO FORM:

By: _____

GIAA Legal Counsel

Date: _____

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that

(here insert full name and address or legal title of Contractor)

a _____ (type of entity) formed under the laws of _____ and authorized to transact business on Guam, whose address is _____, herein after called “Contractor,” as Principal, and

(Bonding Company)

a _____ (type of entity) duly organized under the laws of _____ and authorized to transact business on Guam, as Surety, hereinafter called “Surety,” are held and firmly bound unto the **Antonio B. Won Pat International Airport Authority, Guam** as Obligee, hereinafter called the “Authority,” in the amount of _____ Dollars (\$ _____), for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 20____, entered into a Contract with the Authority for the Project Titled:

DEMOLITION AND REMEDIATION OF VARIOUS AIRPORT FACILITIES - PHASE 4
IFB NO. GIAA-CO4-FY16, GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82

in accordance with drawings and specifications prepared for the Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be and is declared by the Authority to be in default under the Contract, the Authority having performed its obligations thereunder, Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the Authority for completing the Contract in accordance with its terms and conditions, and upon determination by the

Authority and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price”, as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Authority or successors of the Authority.

SIGNED AND SEALED this ____ day of _____, 20 ____.

IN THE PRESENCE OF:(Note: If the Principal is a partnership, each partner must execute the Bond)

CONTRACTOR:

Witness:

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

Witness:

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

SURETY

SURETY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

RESIDENT GENERAL AGENT

By: _____
Name: _____
Title: _____

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

a _____ (type of entity) formed under the laws of _____ and authorized to transact business on Guam, whose address is _____, as Principal, hereinafter called "Principal" and

(BONDING COMPANY)

a _____ (type of entity) formed under the laws of _____ and authorized to transact business on Guam, as Surety, hereinafter called "Surety," are held and firmly bound unto the **Antonio B. Won Pat International Airport Authority, Guam** as Obligee, hereinafter called "Authority," for use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Agreement dated _____, 20____, entered into a Contract with the Authority for the Project Titled:

DEMOLITION AND REMEDIATION OF VARIOUS STRUCTURES - PHASE 4
IFB NO. GIAA-C04-FY16
GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82

in accordance with drawings and specifications prepared for the Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Principal or with a subcontractor of Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. Principal and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or

performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

- 3. No suit or action shall be commenced hereunder by any claimants:
 - A. Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: Principal, the Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Authority or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in Guam in which the aforesaid project is located, save such service need not be made by public officer.
 - B. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - C. Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.
 - D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this ____ day of _____, 20_____.

THE PRESENCE OF: (Note: If the Principal is a partnership, each partner must execute the Bond)

PRINCIPAL:

Witness:

By: _____
 Name: _____
 Title: _____

 Name: _____
 Title: _____

Witness:

By: _____
 Name: _____
 Title: _____

 Name: _____
 Title: _____

SURETY

By: _____
Name: _____
Title: _____

SURETY

By: _____
Name: _____
Title: _____

RESIDENT GENERAL AGENT

By: _____
Name: _____
Title: _____

GENERAL PROVISIONS

1. DEFINITIONS AND ABBREVIATIONS

The definitions and abbreviations contained herein are intended to be supplemented and modified by additional and supplemental definitions and abbreviations contained in the Contract Documents. Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

- 1.1. **AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.
- 1.2. **ACCESS ROAD.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
- 1.3. **ADDENDA.** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the bidding documents or the Contract Documents.
- 1.4. **ADDITIVE BID ITEM.** A Contract item or group of Contract items which are identified separately for pricing and summed together as a total identified as “Additive Bid Item Number 1,” “Additive Bid Item Number 2,” etc. The evaluation of these items and their relationship to contract award is described in the contract documents. See also the definition of Contract Item.
- 1.5. **ADVERTISEMENT.** A public announcement, as required by local law, inviting bids for work to be performed and material to be furnished.
- 1.6. **AIP.** The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.
- 1.7. **AIRCRAFT PARKING AREA.** An area of the airport specifically designated for the parking of aircraft.
- 1.8. **AIR OPERATIONS AREA.** For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
- 1.9. **AIRPORT.** Airport means an area of land or water, which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.
- 1.10. **AIRPORT MANAGER.** The Airport Manager of the A.B. Won Pat International Airport Authority, Guam is the Executive Manager, or his authorized representative.
- 1.11. **APPLICATION FOR PAYMENT.** The form accepted by Contracting Officer which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

- 1.12. APRON.** See AIRCRAFT PARKING AREA definition herein.
- 1.13. ARCHITECT.** The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for architectural supervision of the contract work and acting directly or through an authorized representative.
- 1.14. ASTM.** The American Society for Testing and Materials.
- 1.15. AUTHORITY.** The A.B. Won Pat International Airport Authority, Guam which is the Owner.
- 1.16. AWARD.** The acceptance, by the owner, of the successful bidder's proposal.
- 1.17. BID.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.18. BIDDER.** Any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
- 1.19. BONDS.** Bid, performance and payment bonds and other instruments of security.
- 1.20. BUILDING AREA.** An area on the airport to be used, considered or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
- 1.21. BY OR TO THE CONTRACTING OFFICER.** To avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is or is to be, done, if, as, at, when or where “contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned,” it shall be understood as if the expression were followed by the words “by the Contracting Officer” or “to the Contracting Officer” unless the context clearly indicates another meaning.
- 1.22. CALENDAR DAY.** Every day shown on the calendar. Any day shown on the calendar beginning at midnight and ending at midnight the following day. If no designation of calendar or working day is made, “Day” shall mean calendar day.
- 1.23. CHANGE ORDER.** A written order to the Contractor issued on or after the effective date of the contract covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- 1.24. CONSTRUCTION MANAGER.** The Construction Manager (CM) is the person or entity identified as such in the Contract Documents and is referred to throughout the Contract Documents as if singular in number. The term “Construction Manager” means the Construction Manager or the Construction Manager's authorized representative.

- 1.25. CONSTRUCTION REPRESENTATIVE.** The Construction Representative duly authorized or appointed by the Contracting Officer with responsibilities limited to the particular duties entrusted to him or them.
- 1.26. CONTRACT.** The written agreement executed between the Guam International Airport Authority and the successful Bidder covering the work to be performed. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to all requests for proposals, bid invitations, bid proposals and bid documents. The Contract may be amended or modified only by a written modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Construction Manager shall, however, be entitled to the Contractor's performance and enforcement of the Contractor's obligations under the Contract intended to facilitate performance of their duties.
- 1.27. CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.
- 1.28. CONTRACT NOTICE TO PROCEED.** The specific notice to proceed with the items of work upon which the Contractor is expected to start work immediately at the initiation of work on this contract. See also the definitions of NOTICE TO PROCEED and SUPPLEMENTAL NOTICE TO PROCEED.
- 1.29. CONTRACT TIME.** The number of calendar days stated or implied in the proposal, allowed for completion of the contract, including authorized time extensions. Calendar dates and times for partial completion also stated or implied in the proposal shall be completed within the number of days stated.
- 1.30. CONTRACTING OFFICER.** The term "Contracting Officer" as used herein means the Executive Manager of the Guam International Airport Authority and shall include his authorized representatives.
- 1.31. CONTRACTOR.** The individual, partnership, firm or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
- 1.32. DATES.** Where a date is specified, it shall be the date at Guam.
- 1.33. DAY.** See CALENDAR DAY definition herein.
- 1.34. DEDUCTIVE BID ITEM.** A contract item or group contract items which are identified separately for pricing and summed together as a total identified as "Deductive Bid Item Number 1," "Deductive Bid Item 2," etc. The evaluation of these items and their relationship to contract award is described in the contract documents. See also the definition of Contract Item.

- 1.35. **DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 1.36. **DRAWINGS.** See PLANS definition herein.
- 1.37. **EFFECTIVE DATE OF THE AGREEMENT.** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.
- 1.38. **ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- 1.39. **EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- 1.40. **EXTRA WORK.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Contracting Officer to be necessary to complete the work within the intended scope of the contract as previously modified.
- 1.41. **FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.
- 1.42. **FORMS ENCLOSED.** The copies of the form of agreement (Formal Contract), form of bid bond, form of performance bond and form of payment bond enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.
- 1.43. **(FSS) FEDERAL SPECIFICATIONS AND STANDARDS, AND GENERAL SERVICES ADMINISTRATION.** The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.
- 1.44. **FIELD ORDER.** A written order issued by the Contracting Officer which orders minor changes in the work but which does not involve a change in the Contract Price or the Contract Time.
- 1.45. **GIAA.** The term/abbreviation GIAA shall mean the A.B. Won Pat International Airport Authority, Guam and shall be synonymous with “Owner.”
- 1.46. **GOVERNMENT.** The A.B. Won Pat International Airport Authority, Guam which is the Owner, except that the word shall mean Government of Guam or United States Federal Government when such meaning is clear from the usage of the word.
- 1.47. **INSPECTOR.** An authorized representative of the Contracting Officer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

- 1.48. INTENTION OF TERMS.** Whenever, if in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Contracting Officer 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 Contracting Officer, subject in each case to the final determination of the owner.
- 1.49. LABORATORY.** The Contracting Officer may approve the official testing laboratories of the Contractor or such other laboratories as.
- 1.50. 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.
- 1.51. 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 25 percent of the total amount of the contract award. All other items shall be considered minor contract items.
- 1.52. MATERIALS.** Any substance specified for use in the construction of the contract work.
- 1.53. MIL SPECIFICATIONS.** The Military Specifications and Standards, and indices thereto, are prepared and issued by the Department of Defense.
- 1.54. NAVAL AIR STATION.** The Naval Air Station, Agana, Guam, also known as Brewer Field.
- 1.55. NOTICE.** The term “Notice” as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.
- 1.56. NOTICE OF AWARD.** The written notice by OWNER to the apparent successful bidder stating that this bid has been accepted and that, in accordance with the terms of the Bid Proposal and the Contract Documents, the Bidder is required to execute the Contract and furnish satisfactory Performance and Payment Bonds.
- 1.57. NOTICE TO BIDDERS.** The published advertisement inviting sealed proposals for construction of the work.
- 1.58. NOTICE TO PROCEED.** A written notice to the Contractor to begin the actual contract work or supplemental work on a previously agreed to date. The Notice to Proceed shall

state the date on which the contract or supplemental time begins. See also CONTRACT NOTICE TO PROCEED and SUPPLEMENTAL NOTICE TO PROCEED.

- 1.59. **OFCCP.** The Office of Federal Compliance Programs, Employment Standards Administration. The mailing address is: Box 50149, Honolulu, Hawaii 96850, Telephone: (808) 541 2933.
- 1.60. **OFFICER IN CHARGE OF CONSTRUCTION (OICC) (ROICC).** Where any of these persons are referred in the specifications they shall mean the Contracting Officer as defined herein.
- 1.61. **OPERATIONS OFFICER.** The Operations Officer, Naval Air Station, or the Operations Officer, Guam International Air Terminal, as appropriate. The entire airfield is under the authority of the Operations Officer, Naval Air Station. The Guam International Air Terminal aprons and Taxiway/Taxilane J is also under the authority of the Operations Officer, Guam International Air Terminal.
- 1.62. **OWNER.** The term "Owner" as used herein means the A.B. Won Pat International Airport Authority, Guam, and shall include the Governor of Guam, and/or his authorized representatives.
- 1.63. **PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.
- 1.64. **PAYMENT BOND.** The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.
- 1.65. **PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
- 1.66. **PLANS.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.
- 1.67. **PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
- 1.68. **PROPOSAL.** The written offer of the bidder (when submitted on the approved bidform) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
- 1.69. **PROPOSAL GUARANTY.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if the owner accepts his/her proposal.
- 1.70. **PROVIDE.** This term specifically means "furnish and install."
- 1.71. **QUESTIONNAIRE.** The specified forms on which the bidder shall furnish required information as to his ability to perform and finance the work.

- 1.72. RESTRICTED WORK AREA.** The area within a designated distance of a runway, taxiway, taxilane or apron. No work may be performed within this area unless the area is closed to aircraft traffic or the contractor meets specific conditions. Additional specific information may be included in the Technical Provisions of the Specifications and on the Plans.
- 1.73. RUNWAY.** The area on the airport prepared for the landing and takeoff of aircraft.
- 1.74. SECTION AND SUBSECTION.** Unless otherwise indicated, whenever “Section” or “Subsection” is referred to herein, it shall be understood that reference is being made to these specifications.
- 1.75. SPECIAL PROVISIONS.** Specific clauses setting forth conditions or requirements peculiar to the work which modify or supplement the General Conditions, Technical Specifications or other portions of the Contract Documents.
- 1.76. SPECIFICATIONS.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing, which are cited in the contract specifications by reference, shall have same force and effect as if included in the contract physically.
- 1.77. SPONSOR.** The Guam International Airport Authority.
- 1.78. STATION.** See NAVAL AIR STATION definition herein.
- 1.79. STRUCTURES.** All facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, headwalls, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.
- 1.80. SUBGRADE.** The soil, which forms the pavement foundation.
- 1.81. SUPERINTENDENT.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Contracting Officer or his authorized representative, and who shall supervise and direct the construction.
- 1.82. SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and the Owner, with the consent of the Contractor's surety, covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than the percent specified in the Contract Documents, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.
- 1.83. SUPPLEMENTAL NOTICE TO PROCEED.** The specific notice to proceed with the items of work identified in the contract documents as beginning at a later time after the Contract Notice To Proceed. The Contractor is expected to start work immediately on this work and complete it within the time period specified in this contract. See also the definitions of NOTICE TO PROCEED and CONTRACT NOTICE TO PROCEED.

- 1.84. SUPPLIER.** A manufacturer, fabricator, supplier, distributor, or vendor.
- 1.85. SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds, which are furnished to the owner by the Contractor.
- 1.86. TAXILANE.** The definition of Taxilane shall be the same as the definition of Taxiway herein.
- 1.87. TAXIWAY.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or between any of the above areas and another taxiway or taxilane or aircraft parking areas.
- 1.88. TIME.** Where a time is specified, it shall be the time at Guam.
- 1.89. UNIT PRICE WORK.** Work to be paid for on the basis of unit prices.
- 1.90. WORK.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
- 1.91. WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

2. COMPLETE AGREEMENT

This contract, together with all documents, specifications and drawings incorporated herein by reference, constitutes the entire agreement between the Owner and the Contractor, and there are no terms, conditions or provisions, either oral or written, between the parties other than those herein contained, and this contract supersedes any and all oral or written representations, inducement, or understandings of any kind or nature between the parties relating to the work.

3. CONFIDENTIALITY

All drawings, specifications and all other information furnished to the Contractor by Owner or obtained by the Contractor pursuant to its performance of the work under this contract shall be held in confidence by the Contractor and shall not be used by the Contractor for any purpose other than for the performance of the work or as authorized in writing by the Owner. The Contractor acknowledges that all such drawings, specifications and all information gathered by the Contractor in the performance of its work under this subcontract are the property of the Owner. At the completion of the work all such items along with all copies made shall be returned to the owner.

4. 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. The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

5. FEDERAL AID PARTICIPATION

5.1. U.S. Government Reimbursement

For AIP contracts, the United States Government has agreed to reimburse the owner for some portion of the contract costs. Such reimbursement is made from time to time upon the owner's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with the owner, if FAA reimbursement is involved the owner has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work. These provisions, if included, are in the section titled "SPECIAL PROVISIONS FOR FAA REIMBURSEMENT PROJECTS."

5.2. Inspection by FAA

As required by the Airport Improvement Act, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

5.3. Federal Government Not a Party to the Contract

The United States is not a party to this Contract and no reference in this Contract to the Federal Aviation Administration or any representative thereof, or to any rights granted to the Federal Aviation Administration or any representative thereof, or the United States, by this Contract, makes the United States a party to this Contract. No requirement of the Airport Improvement Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

6. COMMUNICATION

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. The parties recognize that certain exigent circumstances require that oral instructions be given; under such limited circumstances, the parties shall confirm such oral direction in writing within a reasonable time.

6.1. Copies of All Forms of Communications

Contractor shall provide copies of all forms of communications to the Contracting Officer or any of designated representatives either by mail, fax or e-mail.

6.2. Delivery of Notice or Demand Upon Contractor

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the job site to the Superintendent or if delivered at the office of the Contractor stated on the signature page of the Formal Contract (or at such other office as the Contractor may from time to time designate in writing to the Contracting Officer), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges pre-paid to any telegraph company for transmission, in each case addressed to such office.

6.3. Delivery of Papers to Owner or Contracting Officer

All papers required to be delivered to the Owner or to the Contracting Officer shall, unless otherwise specified in writing to the Contractor, be delivered to the A.B. Won Pat International Airport Authority, Guam, P. O. Box 8770, Tamuning, Guam 96931; and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

6.4. Time of Delivery of Notice

Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams or facsimiles, at the time of actual receipt, as the case may be.

6.5. Conditions When This Section is Not Applicable

This section does not apply to decisions given pursuant to the paragraph herein titled "Disputes."

7. LIST OF SUBCONTRACTORS AND PERSONNEL

Promptly after award of the Contract, the Contractor shall submit to the Contracting Office, in triplicate, a list of his subcontractors and the work each is to perform. The list shall include the names of the key personnel of the Contractor and subcontractors, together with their home addresses and telephone numbers, for use in event of any emergency. From time to time as changes occur and additional information becomes available, the Contractor shall amplify, correct, and change the information contained in previous lists.

8. PRECONSTRUCTION CONFERENCE

After award of the Contract, but prior to commencement of any work at the jobsite, the Contractor shall meet in conference with the Contracting Officer and other duly authorized representatives and officials to discuss and develop mutual understanding relative to the administration of the safety program, labor requirements, the preparation and submission of the schedule of prices, and the scheduling, programming and prosecution of the work. Major subcontractors, who will be engaged in the work, shall also be represented at the preconstruction conference. The preconstruction conference will be held at least **15 days before the effective date of commencement of work set forth in the written "Notice to Proceed."**

9. METHODS AND SCHEDULES OF PROCEDURES

The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings, the public, and normal activities of the airport. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the Contracting Officer.

10. PROTECTION OF PROPERTY AND PEOPLE

The Contractor shall be aware of the potential property damage, personal injury or general nuisance, which can be caused by this work, his activities and by operations. Accordingly, the Contractor shall take whatever measures, procedures, and/or precautions which are required to protect facilities and property

from damage and people from injury, or from creating a nuisance, and shall accommodate them within or as part of the work under this Contract. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection and safety by Federal or Territorial laws and regulations and local conditions shall be provided and maintained.

11. BURIED MUNITIONS (ORDINANCE & BOMBS)

The work site is located in an area where World War II and other munitions (ordinance and bombs) may be unexpectedly unearthed. In the event any such munitions are uncovered, the Contractor shall leave the munitions undisturbed, and shall immediately notify the Contracting Officer through the Engineer of the location of the discovered munitions. The Contractor shall await removal of the munitions by the Owner or notification that the site is safe before resuming normal operations. The Contractor shall not be entitled to an adjustment in the contract price or time extension for any delays resulting from the discovery of munitions that **do not exceed 24 hours in duration** from the time of the notification of the Contracting Officer until the time the Owner removes the munitions, or otherwise determines the site to be safe.

12. PROGRESS CHARTS, MATERIAL DELIVERY SCHEDULES, AND STANDARD ACCOMPLISHMENT FORM

12.1. Progress Charts

The Contractor shall, within 15 days after receipt of Notice to Proceed, prepare and submit to the Contracting Officer for approval, a Critical Path Method (CPM) or Program Evaluation & Reporting Technique (PERT) construction schedule, and Equipment and Manpower Allocation Chart. Charts shall be in AutoCAD 2004 format indicating activities covering the whole project duration. The schedule shall be established and maintained as a weekly progress chart acceptable to the Contracting Officer. Activities shall be identified in sufficient detail to indicate weekly requirements for manpower and critical materials. Sequence of procurement, preparation, installation and completion of all items shall be clearly identified. Work of all subcontractors shall be incorporated in the schedule at a similar level of detail.

12.2. Material Delivery Schedules

The Contractor shall, **within 21 days after date of Notice to Proceed**, submit to the Contracting Officer for approval, a schedule showing the procurement plans for materials, plant and equipment required for the project. The data shall be submitted in the format prescribed by the Contracting Officer and shall include, but not be limited to, the following information:

- a. Description
- b. Date of purchase order
- c. Promised shipping date
- d. Name of manufacturer and supplier
- e. Date delivery is expected
- f. Date material or equipment is required according to current progress schedule or network

12.3. Updating of Charts

The Contractor shall update the progress chart and material delivery schedule at monthly intervals or at intervals directed by the Contracting Officer. Updated progress charts and

material delivery schedules shall be submitted with each invoice for progress payment. In addition, the Contractor shall submit, if the project is behind schedule, a narrative report describing the problem areas, current and anticipated, delaying factors and their impact, and an explanation of corrective actions taken or proposed to complete the project within the Contract time frame. The progress schedule shall be revised to show a reasonable work schedule, which culminates in the completion of the project within the latest approved Contract time frame.

12.4. Work Accomplished Update

Contractor shall timely provide a Standard Accomplishment Form (see attached) covering work accomplished for every week. This shall be forwarded to the A/E every Tuesday of each week which should cover the work accomplished for the previous week.

13. SCHEDULE OF PRICES

The Contractor shall, within **21 days following notice to commence** work, furnish to the Contracting officer a detailed estimate and breakdown of his bid for any lump sum items involving more than one item of construction. This breakdown shall be subject to the approval of the Contracting Officer and shall be used as the basis of making partial payments to the Contractor, and for changes in work as authorized by the Contract. The format to be used shall be subject to approval by the Contracting Officer.

14. STORM PROTECTION

Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing or securing scaffolding and other temporary work.

15. FIRE PREVENTION DURING CONSTRUCTION

15.1. General

The Contractor shall comply with all pertinent fire prevention requirements of the Department of Fire Protection.

15.2. Coordination

Coordination shall be made by the Contractor on the application of welding permit from ARFF prior to any welding job at the site. Placement of welding equipment and gadget should be coordinated by the Contractor with the tenant supervisor to cause the least interference of their daily operations. Same steps shall govern with any cutting equipment like acetylene tanks and torches.

15.3. Daily Removal of Combustible Material

All accumulations of combustible material shall be removed from any building on a daily basis and stored a safe distance from new or existing construction.

15.4. Storage of Flammable Materials

Gasoline shall be stored in UL or F.M. approved safety containers. Adequate ventilation shall be provided to safely dispose of flammable vapors where flammable liquids are utilized. Gasoline powered equipment shall be refueled outside of buildings.

15.5. Notification of Fire

The Contractor shall be familiar with methods for notifying the fire department and the telephone number for reporting fires shall be posted in conspicuous locations and at telephones in construction shacks.

16. CONSTRUCTION OF CONTRACT**16.1. Contract Documents**

16.1.1. Contract documents consist of the documents listed in the Formal Contract, including all addenda and alterations made to the documents prior to their execution as defined in the Formal Contract. Coordination of contract, plans, and specifications by the Contractor is required. The contract, plans, specification, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

16.1.2. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the contract documents, calculated dimensions will govern over scaled dimensions. The Special Provisions shall take precedence over the General Provisions, specifications and drawings. Contract technical specifications shall govern over contract General and Special Provisions, drawings, cited standards for materials or testing, and cited FAA Advisory Circulars.

16.1.3. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby. The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Contracting Officer for his/her interpretation and decision, and such decision shall be final.

16.1.4. Where special requirements, special provisions, special specifications or detailed drawings or sketches are attached hereto or are included in the contract they shall be considered a part of these general provisions or the specifications or drawings as fully as if contained herein. Should any special requirements, provisions, specifications or detailed drawings or sketches be in conflict with these general provisions or the specifications or the drawings, said special requirements, provisions, specifications or detailed drawings or sketches shall govern.

16.1.5. It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, condition, provision, covenant or agreement in the drawings, specifications, proposals, contract, and bond, related to the work to be carried out, said documents being on file in the office of the Authority, Tamuning, Guam.

16.2. Changes in the Work

- 16.2.1. ***Changes in the Work:*** The Contracting Officer, at any time, without notice to the sureties by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
- 16.2.1.1. In the specifications (including drawings and designs);
 - 16.2.1.2. In the method or manner of performance of the work;
 - 16.2.1.3. In the Owner-furnished facilities, equipment, materials, services for site;
 - 16.2.1.4. Directing acceleration in the performance of the work.
 - 16.2.1.5. Written or Oral Order: Any other order from the Contracting Officer which causes any change, shall be treated as a change order, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change.
 - 16.2.1.6. The Contractor shall notify the Construction Manager, within 20 days of the occurrence, when he receives direction, instruction, interpretation or determination from any sources, which may cause any change in the work.
 - 16.2.1.7. Such written notification shall be given to the Construction Manager before the Contractor acts on said direction, instruction, interpretation or determination, with exigent circumstances concerning health or safety being the exception.
- 16.2.2. ***Limit on Adjustment:*** Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to any adjustment hereunder.
- 16.2.3. ***Adjustment for Increase in Cost or Time:*** If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly. Provided, however, that except for claims based on defective specifications no claim for any change under paragraph titled "Change In The Work" above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications. Contractor shall commence work on the change order and shall not stop or delay any work due to any non-determination of an equitable adjustment to the Contract price.
- 16.2.4. ***Contractor Intention to Assert a Claim:*** If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of written instructions and drawings under paragraph

herein titled "Additional Instructions and Drawings" or the furnishing of a written notice under paragraph herein titled "Changes in the Work" or paragraph herein titled "Written or Oral Order," submit to the Contracting Officer a written statement setting forth the general nature, monetary and time extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under paragraph herein titled "Changes in the Work." Any claims submitted 30 calendar days after occurrence will not be considered.

- 16.2.5. ***No Claim After Final Payment:*** No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

16.3. Shop Drawings

- 16.3.1. ***Submittal for Approval:*** The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, except at his own risk, until such approval has been given. Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal, which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.
- 16.3.2. ***Time of Submittal:*** The Contractor shall submit all drawings and schedules at least thirty (30) working days in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking. Contractor shall provide a Standard Submittal Status Log Form for approval of the A/E or the Contracting Officer. The approved format shall be updated in a timely manner
- 16.3.3. ***Marking and Contractor Approval:*** The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.
- 16.3.4. ***Departure from Contract Requirements:*** If a drawing as submitted indicates a departure from the contract requirements, which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

- 16.3.5. **Conditions of Contracting Officer Approval:** The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph herein titled “Departure from Contract Requirements,” shall not be construed (1) as permitting any departure from the contract requirements; (2) as error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

16.4. Special Requirements for Electrical Supervision

- 16.4.1. The supervisor or person in charge of electrical wiring and installations shall be a Licensed Master Electrician and/or Registered Electrical Engineer in Guam.

17. 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.

18. AUTHORITY OF THE OWNER

18.1. Authority of Contracting Officer

- 18.1.1. The Contracting Officer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided.
- 18.1.2. In case any question shall arise between the parties hereto relative to said contract or the work there under, the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question. The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.
- 18.1.3. Any difference or conflicts in regard to the work which may arise between the Contractor under this contract and other Contractors performing work for or under the authorization of the Guam International Airport Authority shall be adjusted, determined or otherwise resolved by the Contracting Officer.

18.2. Authority of the Construction Manager

The contracting Officer has delegated certain powers and duties in connection with the Contract to the Construction Manager. The Construction Manager's powers are limited to the following Subparagraphs.

- 18.2.1. The Construction Manager shall have general authority over the work and the Contractor, and the authority to enforce compliance with the Contract. The exercise of or failure to exercise such authority shall not relieve the Contractor of any of his obligations under the Contract.
- 18.2.2. The Construction Manager shall have the power to suspend the work or any part thereof by giving notice to the Contractor in writing. Such written notice shall set forth the period of time for which the work or any part thereof shall be suspended and the basis for such suspension. Notwithstanding the foregoing, the Construction Manager shall suspend the work or any part thereof only when he has reasonable cause to believe that such suspension is necessitated by the failure of the Contractor to perform his work in accordance with the Contract or that failure to suspend would have an adverse impact on the Project.
- 18.2.3. The Construction Manager, subject to the review and approval of the Contracting Officer, shall negotiate with the Contractor all adjustments of Contract price and/or time.
- 18.2.4. The Construction Manager shall review and comment upon estimates for Contract change orders prepared and initiated by the Contractor. Subject to the express limitations with respect to price set forth by the Authority, the Construction Manager shall have authority to initiate changes in accordance with the “Changes” provision of these General Conditions.
- 18.2.5. The Construction Manager shall review payment applications for work performed by the Contractor and the Construction Manager shall recommend the same for approval and payment and submit the applications for the approval of the Contracting Officers.
- 18.2.6. The Construction Manager shall review and recommend approval of the Contractor's progress and submittal schedule.
- 18.2.7. The Construction Manager shall perform inspection and testing of the work; and
- 18.2.8. The Construction Manager shall have the authority to enforce the requirements of any safety requirements relating to the work.
- 18.2.9. The Construction Manager may, for such periods as he may deem necessary, suspend the work in part (1) for failure of the Contractor to correct unsafe conditions for the workmen or the general public, carry out provisions of the contract, or carry out orders; and (2) for unsuitable weather, for conditions considered unsuitable for the prosecution of the work, or for any other condition or reason deemed to be in the public interest.
- 18.2.10. Inspectors employed by the Construction Manager shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of materials to be used. Inspectors are not authorized to revoke, alter or waive any contractual requirements.

- 18.2.11. The Construction Manager shall decide any and all questions which arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of said work. The Construction Manager shall determine the quality of the work performed and materials furnished under the Contract.
- 18.2.12. The Construction Manager may enforce in any suitable manner, within the limits of the contract, the decisions and orders which the Contractor fails to carry out promptly and diligently.

19. DUTIES OF THE CONTRACTOR

19.1. Contractor's Obligations

Except as herein otherwise expressly specified, the Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery equipment, facilities and means necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the drawings and specifications of the work covered by this contract, including any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. The Contractor alone shall be responsible for safety, efficiency and adequacy, which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications and shall so carry on and complete the entire work to the satisfaction of the Contracting Officer and the Guam International Airport Authority.

19.2. Responsibilities of the Contractor

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, telephone, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract for the Contract Price, complete in every respect within the specified time.

19.3. Notice of Third Party Claims Against the Contractor

The Contractor shall give the Owner, through the Contracting Officer, immediate notice of any suit or action filed, or any claims made against the Contractor arising out of the performance of this contract or any lower-tier subcontracts. The Contractor shall furnish immediately to the Owner through the Contracting Officer copies of all documents received by the Contractor pertinent to such actions, suit or claim.

19.4. Superintendence by Contractor

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Contracting Officer and his/her inspectors and with other contractors. The Contracting Officer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her 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 Contracting Officer or his/her authorized representative.

- 19.4.1. Before starting work, the Contractor shall designate in writing the name, qualifications and experience of his proposed representative who, on approval of the Construction Manager, shall have full authority to represent and to act for the Contractor. A specimen of the authorized representative's signature shall be submitted to the Construction Manager. The authorized representative or his designated substitute, acceptable to the Construction Manager, shall be present at the work site at all times that any work is in progress and at any time that any employee or Subcontractor of Contractor is present at the work site. Arrangements for responsible supervision, acceptable to the Construction Manager, shall be made for emergency work, which may be required during periods when the work is suspended.
- 19.4.2. The Contractor shall notify the Construction Manager, in writing, when the Contractor desires to change his representative, and shall provide the information specified above for the Construction Manager's approval of the new representative.
- 19.4.3. The Owner shall have the right to dismiss the Contractor's Superintendent or the key staff if their performance does not meet the General Conditions Qualifications.

19.5. Subcontracts

- 19.5.1. Contractor Responsibility for Subcontractors: 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 Contracting Officer.
- 19.5.2. Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- 19.5.3. The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors, and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.
- 19.5.4. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.
- 19.5.5. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work, which are specified to be performed, by specialty subcontractors.
- 19.5.6. The Authority or the Contracting Officer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

19.5.7. The Contractor shall cause appropriate provisions, including waiver of mechanic's liens, to be inserted in all subcontractor contracts, agreements and understandings relative to the work to bind each subcontractor to the terms of the General Conditions and other contract documents insofar as applicable to the work of that subcontractor.

19.6. Assignments of Contract

The Contractor shall not assign any interest in the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor, in connection with said contract. In case the Contractor assigns the whole or any part of said contract, or assigns all of any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all of the terms and conditions of said contract or otherwise supplemental thereto the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract. In case of approval, the Contract shall file certified copies of all assignments, contracts and subcontracts with the Contracting Officer.

19.7. Notice of Labor Disputes

19.7.1. *Notice to Contracting Officer:* Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice to the Contracting Officer, and provide all relevant information as requested by the Contracting Officer.

19.7.2. *Inclusion in Subcontracts:* The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Contractor shall immediately notify its next higher-tier Contractor of all relevant information respecting such dispute.

19.8. Employment of American Citizens

No Contractor or subcontractor engaged in the construction of Public works for the government of Guam shall knowingly employ or permit to be employed, any alien in such construction except in cases of extraordinary emergency which endangers life or property or upon certification by the Employment Service of the Department of Labor and Personnel, that United States Citizens are not available in Guam having the craft of skill required. The term "alien" shall not include permanent residents of the United States or immigrant aliens eligible for United States Citizenship.

19.9. Hiring of Apprentices

The Contractor shall hire for performance of work under this contract, apprentices in accordance with Government of Guam Executive Order No. 2012-04. Refer to Section 11 of the Government of Guam Labor Standards attached herein.

19.10. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam or as determined by the Secretary of Labor, U.S. Department of Labor. The higher rate to govern. Prevailing wage rates of the U.S. Department of Labor, are attached herewith and shall be deemed a part of the contract documents.

19.11. Taxes

The Contractor shall, without additional expenses to the Owner, pay all applicable federal and territorial taxes. The successful bidder will be required to comply with Section 16200 and 19541.05 of the Government Code of the Territory of Guam, as regards licenses and taxes. In addition to the Contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract to be used for gross receipt tax purposes.

19.12. Laws, Permits and Regulations

19.12.1. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work and shall pay all fees and charges for connections to outside sources and use of property other than the site of work for storage of materials or other purposes.

19.12.2. The Contractor shall keep fully informed of all building and other construction code requirements, 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. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

19.12.3. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations, or building and other construction code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified herein in the paragraph titled "Changes in Work."

19.13. Contractor's and Subcontractor's Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Automobile Liability insurance for all owned, non-owned and hired vehicles used off-site in connection with the project in an amount not less than Two Million Dollars \$2,000,000.00 combined single limit of liability for bodily injury and property damage.

Workman's Compensation and Employer's Liability Insurance - The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Bodily Injury Liability and Property Damage Liability Insurance - The Contractor shall take out and maintain during the life of this contract such Bodily Injury and Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

Bodily Injury Liability Insurance, in an amount not less than Four Million Dollars (\$4,000,000.00) per person for injuries, including wrongful death and in an amount not less than Four Million Dollars (\$4,000,000.00) for injuries including wrongful death, resulting from one accident.

Property Damage Insurance, in an amount not less than Four Million Dollars (\$4,000,000.00) for damages resulting from any one accident and in an amount not less than Four Million Dollars (\$4,000,000.00) for damages resulting from all accidents.

The Commercial General Liability (CGL) policy shall be endorsed to include the following parties as Additional Named Insureds:

The Government of Guam
The A.B. Won Pat International Airport Authority, Guam

Any Project Manager, Construction Management, Architect or Consultant approved by the Authority and their Directors, Officers, Elected Officials, Agents and Employees while acting within the scope of their duties for the Project.

Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified herein, for bodily injury liability insurance and for property damage liability insurance.

Builder's All Risk Insurance (BAR)

The Owner requires the contractor to purchase Builders All Risk Insurance upon the entire project. The Contractor shall be responsible to pay the entire deductible amount. This insurance shall include as named insured the Government of Guam, the A.B. Won Pat International Airport Authority, Guam, Any Project Manager, Construction Management, Architect or Consultant approved by the Authority and their Directors, Officers, Elected Officials, Agents and Employees while acting within the scope of their duties for the Project, Construction Contractors and their trade subcontractors and shall insure against physical loss or damage to machinery, apparatus, materials, equipment, temporary forms, temporary structures including contents thereof, and supplies used in the work being performed.

Construction Contractors' and Subcontractors' of all tiers owned or rented construction tools and equipment are excluded unless the purchase cost thereof is charged to the Owner and reported hereunder for premium purposes.

19.14. Indemnification

- 19.14.1. Contractor shall protect, defend and hold Owner, Construction Manager and Architect completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the leased premises or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Owner. The Owner shall give to Contractor notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Owner in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this agreement.
- 19.14.2. The obligations of the Contractor under Section 19.13 and all sub-sections shall not extend to the liability of the Architect, the Construction Manager, the Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Engineer, or the Construction Manager, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

19.15. Accident Prevention

- 19.15.1. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 19.15.2. The safety provisions of applicable laws, building and other construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America and Federal OSHA, to the extent that such provisions are not in contravention of applicable laws.

- 19.15.3. Should typhoon warnings be issued, the Contractor shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

19.16. Responsibility of Contractor to Act in Emergency

In case of an emergency, which threatens loss or damage to property, injury to persons, or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. The Contractor shall notify the Contracting Officer or his representative thereof immediately thereafter of any compensation claimed by him. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

19.17. Cooperation Between Contractors

The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract. When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed. The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He/she shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

19.18. Mutual Responsibility of Contractors

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner and the Owners representatives, employees, invitees, officers, directors and agents from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by owner, and the Owners representatives, employees, invitees, officers, directors and agents because of the presence and operations of other Contractors working within the limits of the same project. If the Contractor or any of his subcontractors or employees causes loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate Contractor sues the Owner, on account of any loss so sustained, the Owner or any of his agents shall notify the Contractor who shall indemnify and save and hold harmless the Owner and the Owners representatives, employees, invitees, officers, directors and agents against any expenses or judgment arising therefrom. The Contractor shall be responsible for carrying out clearing, leveling, temporary drainage, temporary utilities and all other work necessary for the preparation and maintenance of his work area. All of Contractor's material, equipment, supplies, inventory, and personal property shall be stored on-site at Contractor's risk and without any liability on the part of Owner.

19.19. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- 19.19.1. To take every precaution against injuries to persons or damages to property;

- 19.19.2. To comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- 19.19.3. To perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;
- 19.19.4. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- 19.19.5. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 19.19.6. To frequently and, as a minimum, daily clean up all refuse, rubbish, scrap materials and debris caused by his operation, so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 19.19.7. To effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;
- 19.19.8. Before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat and orderly condition, and to thoroughly clean and leave reasonably dust-free all finished surfaces. Provide at no extra cost to the Government two (2) units of trash bins (1 general trash, the second for metal debris) at the work site-the location of positioning these bins to be coordinated with the tenant supervisor. Pick-up of bins shall be arranged in a timely manner and so arranged with the trash company.
- 19.19.9. Shall be responsible for coordination of staging areas of deliveries of materials and equipment with the tenant supervisor to cause the least interference of their daily operations.

19.20. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

19.21. Badges

Contractor is responsible for obtaining GIAA badges. Identification badges can be obtained from the Airport Police. Corresponding charges shall be imposed on issuance and loss of e-badges and ramp passes. The contractor shall be responsible for the e-badges and ramp passes issued to them.

Upon completion of the project, the Contractor shall be responsible for returning all SIDA Badges to Airport Police in accordance to the Airport Security Program. Contractor shall be responsible for obtaining a Badge Clearance Form from Airport Police and it shall be part of the turn-over/close-out requirements and final payment request of the project.

20. SITE OF CONTRACTOR'S OPERATIONS

The Contractor shall provide suitable and safe on-site storage facilities for his materials, the location for which shall be coordinated with and subject to the approval of the Contracting Officer. The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public as well as tenants, other contractors, and employees of the Authority.

21. BARRICADES

The Contractor shall erect, install and maintain all temporary public roads and walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

22. ELECTRICAL ENERGY

The Contractor shall obtain, provide, and pay for all power for his use. No time extensions will be allowed for any power outages.

23. TELEPHONE

The Contractor shall obtain, provide, and pay for all telephone facilities for his use.

24. WATER

The Contractor shall obtain, provide, and pay for all water for his use.

25. SANITARY FACILITIES

The Contractor shall provide adequate toilet facilities for all workmen and representatives of the Owner employed on the work. Each facility shall be subject to the approval of the Contracting Officer as to location and type. The Contractor shall maintain them in sanitary conditions from the beginning of the

work until completion and shall then remove the facilities and disinfect the premises. All portions of the work shall be maintained at all times in a sanitary condition. Waste disposal shall be in accordance with Guam laws and regulations.

26. SIGNS

[No sign is required for this project]

27. QUALITY OF WORK

27.1. Conformity With Plans and Specifications

All work and all materials furnished shall be in strict conformance 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 and with any federal and Guam laws and codes. If there is any conflict between the requirements of the Contract, plans or specifications versus the federal and Guam laws and codes, then the stricter or higher requirement or standard shall apply.

If the Contracting Officer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this even, the Contracting Officer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Contracting Officer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Contracting Officer 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 Contracting Officer's written orders.

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

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

27.2. Engineering and Layout

- 27.2.1. The Contractor shall provide competent engineering service to execute the work in accordance with the contract requirements. He shall verify the figures shown on the construction drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 27.2.2. The Owner has established, or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.
- 27.2.3. The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in their location without the written approval of the Contracting Officer. Any of them, which may be lost or destroyed, or which require relocation or shifting because of necessary changes in grades or conduct of the work shall be accurately relocated or replaced by the Contractor at his expense upon the approval of the Contracting Officer.

27.3. Materials and Workmanship

- 27.3.1. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.
- 27.3.2. The Owner may require the Contractor to dismiss from the work such an employee or employees, as the Authority may deem incompetent, or careless, or insubordinate.

27.4. Standards

- 27.4.1. Any materials specified by reference to the number, symbol, or title of a specific standard, such as a commercial standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class, or grade or modified in such reference.
- 27.4.2. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish upon request, information as to how copies of such standards may be obtained.
- 27.4.3. Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

27.5. Samples

- 27.5.1. The Contractor shall furnish any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.
- 27.5.2. No samples are to be submitted with bids.
- 27.5.3. No materials or equipment of which samples are required to be submitted for approval shall be used on the work until the Contracting Officer has given such approval, except only at the Contractor's risk and expense.
- 27.5.4. Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.
- 27.5.5. A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the work for which the materials are intended, the specifications sections, the paragraph numbers, and the brands of the materials and names of the manufacturers.
- 27.5.6. The approval of any sample shall be only for characteristics or for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirements. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples of hardware in good condition may be suitably marked for identification and be used in the work.
- 27.5.7. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material.
- 27.5.8. Test samples of submittals as the Contracting Officer may deem necessary, will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples of submittals fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Contractor. Where laboratory tests hereinafter specified are required by the specifications, testing and costs thereof of whatever category are specifically designated to be the responsibility of the Contractor.

27.6. Laboratory Tests

Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The Contractor shall pay for the cost of the testing of submittals. Submittals to the Contracting Officer shall be made within two working days of the completion of the test.

27.7. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to ensure a rate of progress which will secure completion of the work within the time(s) specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

27.8. Labor and Materials

The Contractor shall furnish all labor, material, and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary, or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material furnished for and used in the job shall be of kind and grade specified, and where not specifically called for, shall at least be of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish it for the entire work.

27.8.1. All special guarantees applicable to definite parts of the work which are stipulated in the specifications or other papers forming a part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

27.9. Defective Work

27.9.1. The Contracting Officer will consider all work, which does not conform to the requirements of the contract, plans, and specifications, unacceptable, unless otherwise determined acceptable. 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 repaired to the satisfaction of the Contracting officer or his authorized representative at the Contractor's expense, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor's expense. Work done without required references having been given, except as herein provided, work done without proper inspection, or any extra or unclassified work done without written authorization and at the

- option of the Government may not be paid for and may be ordered removed and replaced at the Contractor's expense.
- 27.9.2. Work done contrary to the instructions of the Contracting Officer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.
- 27.9.3. No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or his representatives to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspector on the work or documentation of inspections of the work relieve the Contractor from the responsibility of securing the quality and progress of work as are required by these specifications.
- 27.9.4. Any defective work that may be discovered before the completion of the work, or within such time as required by the bond, shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications, contract and bid proposal. The fact that the Contracting Officer or his representative may have overlooked defective work shall not constitute the acceptance of work. No payment, whether partial or final, shall be construed to be an acceptance of defective work or improper materials. The only time defective work shall be deemed to be accepted shall be when such defective work is specifically acknowledged by the Construction Manager to be defective and specifically accepts it in writing with the written approval of the Owner; otherwise, defective work shall never be deemed as accepted.
- 27.9.5. The Contracting Officer may at any time by order given in writing, stop any work not being done according to drawings and specifications; and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel, or abrogate the contract or any part thereof, and the Authority shall not in any way be responsible for the delay due to stopping the work as aforesaid.
- 27.9.6. Removal and repair or replacement of defective or unauthorized work shall be formally scheduled with and accomplished in the presence of the Contracting Officer or his authorized representative. The Construction Manager shall establish a reasonable period or deadline for the repair or replacement of the defective or unauthorized work.
- 27.9.7. Upon the failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized, or condemned work immediately after receiving formal notice from the Contracting Officer, the Contracting Officer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies

due or to become due the Contractor. The Owner may recover for such defective work on the Contractor's bond or by action in a court having proper jurisdiction over such matters.

27.10. Guarantee of Work

- 27.10.1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for a period of one (1) year from the date of final completion of the contract.
- 27.10.2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner, and without expense to the Owner;
- 27.10.2.1. Repair, replace or fix or place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and
- 27.10.2.2. Make good all damages to the site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract.
- 27.10.2.3. The Owner and/or the Construction Manager shall have the right to demand whether the defective work or unauthorized work be replaced or repaired. Contractor shall comply, at Contractor's expense, with such directive or demand by Owner and/or the Construction Manager to replace or to repair.
- 27.10.3. In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 27.10.4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred, which shall include attorney's fees, court costs, architectural and engineering fees, etc.

28. INSPECTION OF WORK

28.1. Access to the Work

The Contracting Officer, the FAA, Territorial regulatory agencies and their representatives shall have access at all times to the work for inspection whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access

and inspection. The Contractor shall furnish the Contracting Officer every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract. If requested by the Contracting Officer, the Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work according to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the Contractor shall be paid in accordance with the General Provisions. However, if the work so exposed or examined proves unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts, item or work removed, shall be at the contractor's expense. Any work done or materials used without suitable supervision or inspection by the Contracting Officer or his authorized representative may be ordered removed and replaced at the Contractor's expense.

28.2. Inspectors

28.2.1. Inspectors may be placed by the Construction Manager and/or Contracting Officer, to observe and inspect each and every subdivision of the work or any parts or process thereof.

28.2.2. The Construction Manager, the Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given or provided every facility, information and means for thoroughly inspecting the work done and the materials used or to be used. The Contractor shall provide copies, at Contractor's expense, of any and all documents, plans, drawings, calculations, work sheets, etc., requested by the Construction Manager, Architect, and Contracting Officer.

28.2.3. The inspectors shall at all times be free to perform their duties and any intimidation, refusal, or delay of any inspector by the Contractor or the employees thereof, shall be strictly prohibited. The Construction Manager and Contracting Officer reserves the right to direct the Contractor to immediately remove such offending parties from the project and the Contractor shall immediately comply.

28.2.4. Refer to paragraph herein titled "AUTHORITY OF THE ENGINEER."

28.3. Inspection

28.3.1. All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material and the contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may do so and charge the cost to the Contractor, or the Owner may terminate the right of the Contractor to proceed; the Contractor and surety being liable for any damage to the same extent as

provided for terminations. Such damages as may be incurred by the Owner shall include, but shall not be limited to, attorney's fees, court costs, architectural fees and engineering fees.

- 28.3.2. The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests of submittals that may be required by the Contracting Officer or other government agencies. All inspections and tests shall be performed in such manner as to not unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of re-inspection when material and workmanship is not ready at the time inspection is requested by the Contractor.
- 28.3.3. Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material required for such examination. After examination, the Contractor shall restore said portions of the work according to the standards required by the plans and specifications. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractor, the Contractor shall defray or otherwise pay for all the expenses of such examination and of satisfactory reconstruction. If, however, such work involved in the examination is found to meet contract requirements, the cost of conducting the test and reconstruction in accordance with the "CHANGES" provisions shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- 28.3.4. Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.
- 28.3.5. 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 after coordination with the Construction Manager. 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.

28.4. Final Inspection

When the work is substantially completed, the Contractor shall notify the Contracting Officer, in writing, that the work will be ready for final inspection and testing on a definite date, which shall be stated in such notice. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's

statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of his responsibility in the matter.

29. AS-BUILT DRAWINGS

The Contractor shall continuously maintain at the jobsite one set of full size Contract drawings, marking them in red to show all variations between the construction actually provided and that indicated or specified in the original drawings, including buried or concealed construction. Where a choice of materials or methods is permitted herein, or where variations in scope or character of work from that of the original Contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details necessary to clearly portray the as-built construction. Record drawings shall tie the ends of stubouts, laterals, and cleanouts to permanent structures. Such tie-ins shall be dimensioned and shall show the inverts of items. Drawings shall be updated daily. Monthly payments to the Contractor shall be subject to approval of the drawings by the Contracting Officer. This shall be a separate set of drawings not used for construction purposes, which shall be kept up to date as the job progresses and shall be made available for inspection by the Construction Manager, the Contracting Officer or his representatives at all times during the work. On completion of the work, as-built drawings shall be prepared in electronic format using AutoCAD 2002 or the latest version. Computer disks shall be delivered along with the marked-up drawings and a plot on mylar of the As-Built drawings to the Contracting Officer, and shall be subject to his approval before acceptance.

30. TIME FOR PERFORMANCE

30.1. Prosecution of Work

The Contractor agrees that the work under this contract shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the A.B. Won Pat International Airport Authority, Guam, that the time for completion of the same, takes into consideration the average climatic range, usual environmental conditions prevailing in the locality, and time to procure, ship, and install the material and equipment required by the work.

30.2. Suspension of Work

The Contracting Officer or the Construction Manager may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as either of them may determine to be appropriate for the convenience of the Authority.

30.2.1. If the performance of all or any part of the work is suspended, delayed or interrupted by the Contracting Officer or the Construction Manager pursuant to a written order as provided above, an adjustment shall be made in accordance with the adjustment provisions of General Provisions, "Changes In Work", for any increase in Contractor's cost of performance of the Contract actually and necessarily caused by such delay, suspension or interruption to the extent that the same was not reasonable, and the Contract modified in writing accordingly. However, no adjustment shall be made under this Provision for any suspension, delay or interruption to the extent: (1) that performance would have been so suspended, delayed or interrupted by any other cause, including but not limited to the fault or

negligence of the Contractor; or (2) for which any adjustment is expressly provided for or excluded by any other provision of the Contract.

- 30.2.2. In case the Contractor is actually and necessarily delayed by any act or omission on the part of the Authority, as determined by the Contracting Officer in writing, the time for completion of the work shall be extended by the amount of the time of such delay as determined by the Contracting Officer in his sole discretion.
- 30.2.3. Only the actual delay necessarily resulting from the causes specified in this sub-subsection shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Provision, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.
- 30.2.4. In case the Contractor is actually and necessarily delayed in the performance of the work from one or more of the causes specified in this sub-subsection, the extension of time to be granted to the Contractor shall be only for such portion of the work so delayed. The Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the work. If the Contractor shall be so delayed as to a portion of the work he shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the work. No demand by the Contractor that the Contracting Officer determine and certify any matter of extension of time for the completion of the work which has been delayed or any part thereof will be of any effect whatsoever unless the demand be made in writing at least 30 days before the completion date of: (1) such work; or (2) any part thereof for which liquidated damages are established when meeting those dates is claimed to have been delayed by a suspension under this sub-subsection.
- 30.2.5. The Contracting Officer's determination as to any matter of extension of time for completion of the work or any part thereof shall be binding and conclusive upon the Contractor.
- 30.2.6. Permitting the Contractor to finish the work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not constitute a waiver on the part of the Authority of any rights under this Contract.
- 30.2.7. Contractor shall insert in each subcontract a provision that the subcontractor shall comply immediately with all written orders of the Contracting Officer or the Construction Manager to the Contractor to suspend the work, and that they shall further insert the same provision in each subcontract of any tier.

30.3. Climatic Conditions

- 30.3.1. When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

- 30.3.2. **Contract Completion Time.** The allowable contract time for the work as set forth includes non-working days due to unfavorable climatic conditions as determined by a rainfall study conducted by the Department of Public Works, Government of Guam and endorsed by the Authority. (See Table at the end of this paragraph.) A time extension on account of inclement weather will be allowed only if the daily report of the Government inspector indicated lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) days in advance of his intention to work on weekends. If the non-working days as set forth below are not used, then the unused non-working days shall be applied to the next period or month until such are used.

Month	Non-Working Days Due to Inclement Weather
January	7
February	5
March	5
April	4
May	5
June	6
July	10
August	11
September	12
October	10
November	7
December	7

31. DIFFERING SITE CONDITIONS

31.1. Notice Required

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of:

- 31.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
- 31.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- 31.1.3. Any existing duct, cable, manhole, or other facility, which is not otherwise shown on the drawings and would be obliterated or covered up by the work.

31.2. Investigation By The Contracting Officer

The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment may, upon approval of the Contracting Officer, be made under this provision and the contract modified in writing accordingly.

31.3. Timely Notice By Contractor Required

No request by the Contractor for an equitable adjustment to the contract under this provision shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed for giving written notice may be extended in writing by the Contracting Officer.

31.4. No Adjustment After Final Payment

No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

32. OWNER'S RIGHT TO STOP WORK AND SUSPEND OR TERMINATE CONTRACT, DELAYS AND DAMAGES**32.1. Violations by Contractor**

Any violation or material breach of the terms of this Contract on the part of the contractor may result in the suspension or termination of this Contract, or such other actions, which may be necessary to enforce the rights of the parties to this Agreement. Prior to proceeding as outlined below, the Owner will issue a 'cure notice' to the Contractor with a copy to his Surety demanding a detailed Plan of Action within 10 calendar days including the means and methods by which the breach will be remedied and a detailed schedule for undertaking such remedial measures. The Owner, in his sole discretion, will determine the adequacy of the Plan of Action.

32.2. Termination of Contract by the A.B. Won Pat International Airport Authority, Guam

The A.B. Won Pat International Airport Authority, Guam for default or any other conditions or circumstances beyond the control of the contractor may terminate this contract. Termination conditions, the manner by which it will be affected and the basis for settlement is as follows:

32.2.1. The Owner shall have the right to terminate the contract if:

32.2.1.1. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or

32.2.1.2. A receiver or liquidator is appointed for the Contractor or for any of his property and is not dismissed within 20 days after such appointment, or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or

32.2.1.3. The Contractor refuses or fails, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

- 32.2.1.4. The Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fails to complete the work within said period; or
- 32.2.1.5. In the absence of a Payment Bond posted by the Contractor and Surety, if the Contractor fails to make just and reasonable payments as specified to persons supplying labor or materials for the work; or
- 32.2.1.6. The Contractor fails or refuses to regard laws, ordinances, or the instructions of the Contracting officer or otherwise is guilty of a substantial violation of any provisions of this contract.
- 32.2.1.7. The Contractor fails to comply with any demands or requests by the Construction Manager or Contracting officer, or fails to cure any breach or default of this Contract after receiving notice to do so
- 32.2.1.8. There is no Plan of Action provided within 10 calendar days, or if the Plan of Action is inadequate.
- 32.2.2. The Owner, upon the certification of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy the Owner may have, after 10 days written notice to the Contractor and the Contractor's Surety, if any, the Owner, may to the extent permitted by Laws and Regulations, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which default shall have occurred, and subject to prior rights of the Surety as provided in the Bond, may take possession of the work and complete the work by contract or otherwise, as the Owner, following consultation with the Surety, may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work of the project or defaulted portion of the project is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder exceeds the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The Contractor shall fully cooperate with the Owner or those representing the Owner in handling over materials paid for by the Owner but stored elsewhere and in consigning materials on order or en route to the project from Contractor to Owner, as might be requested by the Owner. The Contracting Officer shall certify the expenses incurred through the Contractor's default.
- 32.2.3. If the Owner agrees to the Plan of Action proposed by the Contractor and does not terminate the right of the Contractor to proceed albeit to late completion, the Contractor shall continue the work, in which event the

Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of delay until work is completed or accepted. The Contractor and his Surety shall be liable for the amount thereof.

- 32.2.4. The right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Authority, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten (10) days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such extension. The Contracting Officer's decision thereon shall be final and conclusive on the parties hereto, subject only to appeal under the Section titled, "DISPUTES," as found in these General Provisions.

32.3. Owner's Remedies for Contractor's Default:

If Contractor is in default of the Contract, then Owner shall have all or any combination of the following rights and remedies:

- 32.3.1. Terminate the Contract and, subject to prior rights of the Surety, take possession of all equipment, materials, supplies and inventory held by Contractor for the work. Subject to the prior rights of the Surety, Owner shall then have the right to employ or use another or different contractor to complete the work; and/or
- 32.3.2. Call upon or make demand upon the Performance Bond provided by the Contractor; and/or
- 32.3.3. Stop all further payments to Contractor under this Contract; and/or
- 32.3.4. Bring suit against the Contractor for damages; and/or
- 32.3.5. Require arbitration; and/or
- 32.3.6. In the absence of stipulated Liquidated Damages in this Contract, recover all damages and expenses incurred as a result of any default and/or breach of the Contract by Contractor, including but not limited to the increased cost of construction, attorney's fees, other professional fees, traveling expenses, liquidated damages, and interest at currently prevailing prime interest rate +2% per annum on the outstanding balance.
- 32.3.7. All and any other remedies at law, equity or under this Contract shall be available to Owner.

32.4. Termination for Convenience of the Authority

- 32.4.1. The performance of work under the Contract may be terminated by the Authority in accordance with this Provision in whole, or from time to time in part, whenever such termination is in the best interest of the Authority. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 32.4.2. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
- 32.4.2.1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - 32.4.2.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 32.4.2.3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 32.4.2.4. Assign to the Authority in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Authority will have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontract;
 - 32.4.2.5. Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authority, to the extent it may require, which approval or ratification shall be final for the purposes of this Provision;
 - 32.4.2.6. Transfer title and deliver to the Authority in the manner, at the times, and to the extent, if any, directed by the Authority, (a) the fabricated or unfabricated parts, work in process, completed work, supplies and other material procured as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property, which if the Contract had been completed, would have been required to be furnished to the Authority.
 - 32.4.2.7. Use Contractor's best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Authority, property of the types referred to in the sub-subsection f. immediately above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer;

- provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Authority to the Contractor under the Contract or will otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Authority may direct;
- 32.4.2.8. Complete performance of each part of the work that have not been terminated by the Notice of Termination; in accordance with the Contract, and
- 32.4.2.9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor, and in which the Authority has or may acquire an interest.
- 32.4.3. After receipt of a Notice of Termination, the Contractor shall submit to the Construction Manager his termination claim, in the form and with certification prescribed by the Authority. Such claim shall be submitted promptly but in no event later than sixty (60) days from the effective date of termination, unless one or more extensions in writing are granted by the Authority, upon request of the Contractor made in writing within such sixty (60) day period or authorized extension thereof. However, if the Authority determined that the facts justify such action, it may receive and act upon any such termination claim at any time after such sixty (60) day period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Authority may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.
- 32.4.4. The Contractor and the Authority may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this sub-subsection, which amount or amounts may include an allowance for profit solely on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount. Nothing in this sub-subsection shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts, which may be agreed upon to be paid to the Contractor.
- 32.4.5. In the event of failure of the Contractor and the Authority to agree, as provided, upon the amount to be paid the Contractor by reason of the termination of work for the convenience of the Authority, the Authority will pay the Contractor the amounts determined by the Authority as follows, but without duplication of any amounts agreed upon in accordance with sub-subsection 31.3.4.

- 32.4.5.1. With respect to Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
- 32.4.5.1.1. The cost of such work;
 - 32.4.5.1.2. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders;
 - 32.4.5.1.3. A sum, as profit, determined by the Authority to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
 - 32.4.5.1.4. The reasonable cost of the preservation and protection of property and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the terminating of work under this Contract.
- 32.4.6. The total sum to be paid to the Contractor for termination for the Owner's convenience shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by (a) the Contract price or value of work terminated as determined by the Owner and the Construction Manager. Except for normal spoilage, and except to the extent that the Authority will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor, the fair value, as determined by the Authority, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority, or to a buyer.
- 32.4.7. Further, in arriving at the amount due the Contractor for termination for Owner's convenience there shall be deducted, (1) any claim which the Authority may have against the Contractor in connection with the Contract; (2) Accounts payable for any materials, supplies or services provided to Contractor for the project; and (3) accounts receivables for the sale of any materials and supplies belonging to or for the project but sold by Contractor, and such accounts payable being deemed uncollectible by Owner.
- 32.4.8. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Authority a request in writing for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract

(the portion not terminated by the Notice of Termination), and such adjustment as may be agreed upon will be made in such price or prices.

- 32.4.9. The Authority may from time to time, under such terms and conditions as it may prescribe and in its sole discretion, make partial payments on accounts against cost incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Authority the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this sub-subsection, such excess shall be payable by the Contractor to the Authority upon demand together with interest at a rate equal to 18% per annum on the declining balance.
- 32.4.10. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or to the extent approved by the Authority, photographs, micro-photographs, or other authentic reproductions thereof.
- 32.4.11. The Contractor shall insert in all subcontracts that the Subcontractor shall stop work on the date of and to the extent specified in a Notice of Termination from the Authority and shall require that subcontractors insert the same provision in any tier subcontracts.
- 32.4.12. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by the Authority to the affected subcontractors of any tier.
- 32.4.13. When work the Contractor has subcontracted to a particular subcontractor has been terminated for Owner's convenience which would entitle the particular Subcontractor (hereinafter designated as "Large Subcontractor") to gross proceeds of \$100,000 or more had not such subcontract been terminated, or when the orders the Contractor has with any particular supplier have been terminated for Owner's convenience which would entitle the particular supplier (hereinafter designated "Large Supplier") to sales proceeds of \$100,000 or more had the orders not been terminated, then the Contractor will not be entitled to reimbursement for that part of a termination settlement with a Large Subcontractor or Large Supplier as heretofore designated, which is an anticipatory or unearned profit on work or orders terminated or partly terminated, or which are consequential damages on account of the termination or partial termination. The terms "Subcontractor" and "supplier" refer to Subcontractors and suppliers at all tiers.
- 32.4.14. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential or other damages as a result of a termination or

partial termination under this sub-subsection. The payment to the Contractor determined in accordance with this sub-subsection constitutes exclusive remedy for termination hereunder.

- 32.4.15. Termination for Owner's convenience shall not waive any right or claim to damages, which the Authority may have, and the Authority may pursue any cause of action, which it may have under the Contract against the Contractor.

33. MEASUREMENT OF QUANTITIES

All work completed under the contract will be measured by the Contracting Officer, or his/her 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 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 Contracting Officer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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

In computing volumes of excavation or embankment the average end area method or other acceptable methods will be used.

The volumes and/or areas of portland cement concrete pavement will be computed based on the design dimensions shown on the drawings adjusted for actual thickness measured in place by cores.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. Competent, qualified personnel at locations designed by the Contracting Officer shall weigh all materials, which are measured or proportioned by weights, on accurate, approved scales. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Contracting Officer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Contracting Officer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Contracting Officer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be

determined by the Contracting Officer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 F or will be corrected to the volume at 60 F using Table IV-3 of the Asphalt Institute's Manual MS-6 for emulsified Asphalt.

Lump sum. No direct measurement will be made. The bid amount is complete payment for all work described in the contract and necessary to complete the work for that item. The quantity is designated as "ALL". The estimated quantities of lump sum work shown in the contract are approximate.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Contracting Officer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the paragraph titled Payment For Extra and Force Account Work.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the Contracting Officer 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 one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Contracting Officer can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been “underweighing” (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this provision, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

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 Contracting Officer revises the dimensions of said portions of the work shown on the plans. 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.

34. COMPENSATION FOR ALTERED QUANTITIES

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the paragraph titled, "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 alternations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

35. CLAIMS, PAYMENTS

35.1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all material and supplies for which he accepts partial payments.

35.2. Claims

35.2.1. The Contractor agrees, whenever required to do so by the A.B. Won Pat International Airport Authority, Guam, to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

35.2.2. The Authority shall have the priority over any creditors of the Contractor, to keep, hold, and to retain all monies due under the contract until the work is fully completed. Therefore, in case such evidence is not furnished or in case a claim is filed with the Authority or any suit or action is instituted against the Authority as defendant or garnishee or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Authority may retain from the moneys due or to become due to the Contractor such sum or sums as in the judgment of the Authority will fully protect the A.B. Won Pat

International Airport Authority, Guam from loss, charge or expense by reason of such claim, suit or action. The Authority without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it or for any anticipated expense, to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor. Included in such expenses shall be attorney's fees, other professional fees, and expenses.

- 35.2.3. No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Authority or its agents from any and all loss, charge or expenses including attorney's fees and professional fees by reason of any unpaid claim whatsoever.

35.3. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon, which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract. The Contractor shall include this provision in all Subcontracts or Purchase Orders under which materials, supplies, or services are procured for use in the works.

35.4. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, telephone, communication, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

35.5. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for attorney's fees and court costs, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

35.6. Payments by Contractor

The Contractor shall pay:

- 35.6.1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- 35.6.2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than thirty (30) days following completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used;

35.6.3. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

35.7. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgement is made that a change in price is involved subject to later determination.

35.8. Changes in Work

35.8.1. *Omitted Items.* The Contracting officer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

35.8.2. Should a contract item be omitted or otherwise ordered to be not 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.

35.8.3. *Alteration of Work and Quantities.* The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. The Contracting Officer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being added on the unit prices and estimated quantities in the awarded contract). Alterations, which do not exceed the 25 percent limitation, shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. "Change Orders" issued by the Contracting Officer shall cover these alterations, which are for work within the general scope of the contract. Change orders for altered work shall include extensions of contract time where, in the Contracting Officer's opinion, such extensions are commensurate with the amount and difficulty of added work.

35.8.4. Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on 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.

35.8.5. All supplemental agreements shall require consent of the Contractor's surety and separate performance and payments bonds.

- 35.8.6. **Extra Work.** Should acceptable completion of the contract require the Contractor to perform an item of work which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed 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 Contracting Officer's opinion, is necessary for completion of such extra work.
- 35.8.6.1. When determined by the Contracting Officer to be in the Owner's best interest, he may order the Contractor to proceed with extra work.
- 35.8.6.2. A Supplemental Agreement as hereinbefore defined shall cover 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.
- 35.8.6.3. If this contract includes FAA reimbursement, all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.
- 35.8.6.4. 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.
- 35.8.7. The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. Where the charge or credit is not specified in the Schedule of Prices, the charge or credit due to the change shall be determined by the actual cost of the following items:
- (i) Labor, including foreman;
 - (ii) Materials entering permanently into the work;
 - (iii) Equipment rental cost during time used on extra work;
 - (iv) Power and consumable supplies;
 - (v) Insurance, as required by Owner and supplied by the Contractor
 - (vi) To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and other general expenses.

- 35.8.8. The Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- 35.8.9. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
- 35.8.10. If any part of the work as installed is at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the contract price.
- 35.8.11. Upon completion of the Change Order or Supplemental Agreement incorporating changes in work, the Contractor shall submit to the Authority, within 30 calendar days of the signing of the Change Order, a new Performance and Payment Bond for the revised Contract Total Price and for the period of Contract performance as amended by the Change Order.
- 35.8.12. All claims against the Authority, which are incidental to or as a consequence of any changes, will be fully satisfied upon execution of the change by both parties.

35.9. Payment to Contractor

- 35.9.1. ***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 prosecution thereof, subject to the provisions of the paragraph herein titled “NO WAIVER OF LEGAL RIGHTS.”
- 35.9.1.1. 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.
- 35.9.2. Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for partial payment covering the work performed during the preceding calendar month. No payments for installed materials on the site will be made unless such request is accompanied by a receipt for certification showing that the Contractor has made payment in full for such materials. In preparing such estimates, preparatory work done shall not be considered for payment. Material delivered to site shall be considered for payment subject to the following conditions:
- 35.9.2.1. Material shall be kept in a safe and enclosed warehouse or area located on site with restricted access.

- 35.9.2.2. A stock card kept in the warehouse must control receipt and issue of materials.
 - 35.9.2.3. Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.
 - 35.9.2.4. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
 - 35.9.2.5. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.
 - 35.9.2.6. It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.
 - 35.9.2.7. In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.
 - 35.9.2.8. No partial payment will be made for stored or stockpiled living or perishable plant materials.
 - 35.9.2.9. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.
- 35.9.3. In making any partial payment, there shall be retained ten percent (10%), hereafter referred to as the “retainer” on the estimated amount until final completion and acceptance of all work covered by the Contract. This retainer shall be held as security, without any interest accruing thereon, for the full and proper performance of the Contract by Contractor and shall be returned to Contractor only on the following conditions:
- 35.9.3.1. After 60 days after the date of substantial completion has passed to satisfy Owner that Contractor's rights to file a mechanics lien has passed. The 60 day period shall be subject to extension by Owner if it is determined by Owner that other subcontractor's or other parties have claims or rights to file a mechanics lien as a result of working under Contractor or supplying materials and/or services to Contractor. Owner shall have the right to wait until the statutory period has run to file mechanics liens. If any mechanics lien is filed or claimed, then Owner shall hold the retainer until Contractor satisfies the lien, or Owner may use such retainer to pay off or pay a portion of the lien as claimed.
 - 35.9.3.2. Contractor has delivered a certification to Owner that all employees of Contractor and subcontractors under the

- Contractor have been paid; that all suppliers of materials, supplies, equipment and services have been paid; that no companies, parties or persons shall have any right to claim a lien on Owner's property as a result of Contractor's work; and that Contractor shall indemnify and hold harmless the Owner from and against all claims, damages and expenses as a result of a claim or lien filed.
- 35.9.3.3. After Contractor has completed all punch list items. Owner shall also have the right to deduct the cost of completion of any punch list item from the retainer if Contractor fails to correct or complete the item in a proper, satisfactory and timely manner.
- 35.9.3.4. Provided that Contractor is not in default in his performance of the Contract. Owner shall have the right to deduct any liquidated damages due to Owner, and to deduct any other amounts, damages, expenses, attorney's fees, etc. owed by Contractor to Owner pursuant to the terms and conditions of the Contract.
- 35.9.3.5. Provided that Contractor shall execute and deliver a release of all claims against the Owner for any monies owed due under the Contract or as a result of any act of the Owner.
- 35.9.4. If payment is made by the Authority within fifteen (15) days after approval of said payment request by the Contracting Officer, the sum of zero (0.0%) shall be deducted from the next preceding pay request.
- 35.9.5. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment has been made, or the restoration of any damaged work or as a waiver of the right of Owner to require the fulfillment of all of the terms of the contract.
- 35.9.6. No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.
- 35.9.7. No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the Paragraph herein titled, "Final Payment."
- 35.9.8. ***Payment for Omitted Items.*** As specified in the Paragraph herein titled "Omitted Items" the Contracting Officer 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.
- 35.9.8.1. Should the Contracting Officer 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 Contracting Officer's order to omit or not perform such contract item.
- 35.9.8.2. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Contracting Officer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.
- 35.9.8.3. 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 Contracting Officer'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 of the amount of such costs.
- 35.9.9. ***Payment for Extra and Force Account Work.*** Extra work, performed in accordance with the Paragraph herein titled “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. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and material plus the agreed upon allowance for overhead and profit.
- 35.9.9.1. *Miscellaneous.* No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- 35.9.9.2. *Comparison of Record.* The Contractor and the Contracting Officer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Contracting Officer or their duly authorized representatives.
- 35.9.9.3. *Statement.* No payment will be made for work performed on a force account basis until the Contractor has furnished the Contracting Officer with duplicate itemized statements of the cost of such force account work detailed as follows:
- 35.9.9.3.1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- 35.9.9.3.2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- 35.9.9.3.3. Quantities of materials, prices, and extensions.
- 35.9.9.3.4. Transportation of materials.
- 35.9.9.3.5. Cost of property damage, liability and workman's compensation insurance pre-

miums, unemployment insurance contributions, and social security tax.

- 35.9.9.4. Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.
- 35.9.10. **Release of Claims.** Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the Owner arising under and by virtue of this contract, including claims of all subcontractors and suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contracting Officer.
- 35.9.11. **Certificate of Completion.** Upon completion and acceptance of all work whatsoever required and the execution of a release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefor.
- 35.9.12. **Final Payment.** Within thirty (30) days after the filing of such certificate of completion, the Owner shall pay to the Contractor the amount therein stated, less all prior payments for the amount of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which is throughout this contract called Final Payment.
- 35.9.13. **Acceptance of Final Payment Constitutes Release.** The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payments, if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bond.

36. MISCELLANEOUS

36.1. Prohibited Interests

- 36.1.1. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 36.1.2. No official of the Government of Guam who is authorized in such capacity and on behalf of the Government of Guam to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architects, attorneys, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

36.2. Disputes

- 36.2.1. ***Final Decision and Appeal.*** Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the GIAA Board of Directors. The decision of the GIAA Board of Directors or their duly authorized representative for the determination of such appeals shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
- 36.2.2. ***Questions of Law.*** This “Disputes” clause does not preclude consideration of questions of law in connection with decisions by arbitration. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

- 36.2.3. If the Contractor is not satisfied with the decision by the GIAA Board of Directors, Contractor may file for arbitration on Guam. The rules and procedures for arbitration shall be according to the American Arbitration Association. Contractor's sole source of appeal shall be for arbitration. Findings by arbitration shall be final and binding on the Contractor, and Contractor shall have no further source of appeal. Owner, however, shall have the right to chose arbitration or a lawsuit on Guam, and may appeal to a court on Guam any decision or findings as a result of arbitration.

37. DEADLINES TO CURE DEFAULT

If Contractor fails to perform any term or condition of the Contract in the manner set forth in the Contract, then Contractor shall be in breach of such term or condition. Owner shall then give Contractor 24 hours to cure such default, or if such can not be cured within said 24 hours then Contractor must commence to cure or correct such breach and continue to cure or correct such breach with due diligence and within a reasonable period as set forth in writing as determined solely by Owner and/or the Construction Manager. If Contractor fails to cure or correct such breach within the time period or deadline as set forth in this subsection, then contractor shall be in default of the Contract.

38. LIQUIDATED DAMAGES FOR DELAY

If Contractor fails to complete the work within the deadline or completion date as set forth in the Contract, subject to extensions as allowed in the Contract, then Owner shall be entitled to keep, or receive and collect, the daily sum as set forth in the Contract for each day of delay until the date of substantial completion. The Construction Manager shall determine the date of substantial completion. This daily sum shall be as liquidated damages incurred by the Owner as a result of Contractor's delay as tabulated below:

Charge for Liquidated Damages for Each Calendar Day Work is Not Substantially Completed

Original Contract Price:		Daily
From More Than --	To and Including --	Charge
\$ 0	\$ 250,000	\$ 500
250,000	1,000,000	700
1,000,000	2,000,000	1,000
2,000,000	5,000,000	1,200
5,000,000	10,000,000	1,600
10,000,000	and more	2,500

Liquidated damages in the amount specified in the above table will be assessed each calendar day beyond the time allowed to complete the contract until substantial completion of work. Liquidated damages in an

amount equal to 20% of the amount specified in the table will be assessed for each calendar day beyond the time allowed to complete the contract beginning with the day after substantial completion and ending with the date of final completion and acceptance.

Liquidated damages will not be assessed for the following:

- (a) The day of the final inspection.
- (b) Days required to perform work added to the contract after substantial completion including items identified during the final inspection that were not required before that time.
- (c) Delays by the GIAA after all work is complete and before a formal acceptance is executed.
- (d) Periods of time when all work is complete but acceptance is delayed pending the plant establishment period or similar warranty period.

39. CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

39.1 Contractors and Subcontractors Agree

- 39.1.1 That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- 39.1.2 To comply with all the requirements of Section 114 of the Clean Air Act, and Section 308 of the Federal Water Pollution Control Act, and all regulations issued thereunder.
- 39.1.3 That as a condition for award of a contract they will notify the Contracting Officer of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 39.1.4 To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

39.2 Environmental Protection Agency Permits

The Contractor shall obtain the required Environmental Protection Agency (EPA) permits from the National Pollutant Discharge Elimination System for all construction activities. This includes the filing of the Notice of Intent (NOI) and the preparation of a storm water pollution prevention plan for the site in accordance with the permit and any state or territorial requirements, if required.

40. MAINTENANCE OF AIRCRAFT AND VEHICULAR TRAFFIC

40.1. Safety of Aircraft, Contractor's Equipment and Personnel

It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors. Where, in the opinion of the Contracting Officer, construction activities will have a severe effect on Airport activities,

the Contracting Officer reserves the right to reschedule the work hours to non-standard work hours or to reschedule work time to a time period more convenient to airport operations. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from and upon the airport. With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

40.2. Develop Traffic Control Plan and Maintenance of Vehicular Traffic

If required, the Contractor shall submit a traffic control plan to the owner for all construction sites that will affect the normal flow of vehicle traffic and/or parking area closures. Prior to beginning work, the Contractor shall submit to the Contracting Officer for approval the methods and schedule for traffic control indicating the number of lanes and detours within and along the public use thoroughfares. The Contractor shall also include a schedule listing the types and number of traffic control and safety devices proposed for use.

Each road subject to construction activity shall be open to minimum of one-lane traffic during working hours except as approved or authorized by the owner. Two-way, two lane traffic shall be maintained during all non-working hours except at select construction points where self-regulating one lane traffic shall be permitted as approved or directed by the Contracting Officer. Unless otherwise approved or directed by the Contracting Officer, the minimum widths for one-lane and two-lane traffic shall be 8 feet and 14 feet, respectively.

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

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

40.4. Designated Haul Routes

The Contractor shall be responsible for disposal of waste materials and for obtaining approval from the Contracting Officer regarding haul routes for transport of waste materials from the airport. Hauling of all materials shall be done on roadways around present operating areas and under no circumstances shall cross the airside pavement except as indicated.

The Contracting Officer shall have the right to regulate Contractors hauling over existing roads, if necessary, to keep the roads in a condition satisfactory for public traffic. The Contractor shall maintain roads used for hauling and shall so conduct his operations as to offer the least possible obstruction and inconvenience to traffic. Spillage resulting from hauling operations along or across traveled ways shall be removed immediately. Where ordered by the Contracting Officer, the Contractor shall install signs, lights, flares, barricades and other facilities for the sole convenience and direction of public traffic. Also, if directed by the Contracting Officer, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing the movement of public traffic.

40.5. Costs Not Measured or Paid for Directly

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection. The cost of maintaining the aircraft and vehicular traffic specified in this provision shall not be measured or paid for directly, but shall be included in various contract items.

41. AUTOMATICALLY CONTROLLED EQUIPMENT

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

42. MATERIALS AND EQUIPMENT TO BE REINSTALLED OR REPLACED

All existing materials and equipment, which are required to be removed or disconnected to perform the work, shall be properly stored and protected from damage during performance of the work. Such removed or disconnected materials or equipment shall be reinstalled and/or reconnected to proper order, equal to or better than the condition of installation before removal or disconnection. Existing materials and equipment, which are found to be in non-functioning or dilapidated condition before removal or disconnection, shall be removed, disconnected, and shall be delivered to a location designated by the Contracting Officer for examination. The Owner, at its discretion, may replace such items with similar materials or equipment, which the Contractor shall install at no additional cost.

43. REMOVAL OF EXISTING STRUCTURES**43.1. Existing Structures Not Indicated**

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

43.2. Ownership of Existing Materials and Structures

Except as provided in the paragraph herein titled “RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK,” it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall remain the property of the owner.

44. RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK

All material removed from the work remain the property of the Owner. If suitable, materials may be reused in the work. The contractor shall not excavate, remove or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work except where such excavation or removal is provided for in the contract, plans, or specifications.

45. FINAL CLEANING UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. He shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

46. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the contract provisions or in exercising any power or authority granted to him/her by this contract, there shall be no liability upon the Contracting Officer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

47. NO WAIVER OF LEGAL RIGHTS**47.1 Final Acceptance by Owner**

Upon completion of the work, the owner will expeditiously make final inspection and notify the contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

47.2 Contractor Liability

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 of guaranty.

48. GOVERNING LAW

This contract shall be interpreted and enforced in accordance with the laws of the Territory of Guam including statutes of limitations. The Contractor shall comply with all Federal and Guam law, codes, rules, and regulations, and the Contractor shall see and cause all subcontractors to do.

49. RELEASE OF NEWS INFORMATION

No news release, including photographs and films, public announcement, denial or confirmation shall be made by Contractor concerning the subject matter of this contract, or any phase of any program hereunder, without the prior written approval of the Contracting Officer.

50. INDEPENDENT CONTRACTOR

Contractor shall be an independent contractor in all its operations and activities hereunder, and all employees furnished by Contractor to perform the work shall be deemed to be contractor's employees exclusively, and shall be paid by Contractor for all services in this connection. Contractor shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workmen's compensation, Income Tax and other reports and deductions required by any applicable U.S. Government, Territory of Guam, or third country law. Contractor is not authorized to represent Owner or otherwise bind Owner in any dealings between Contractor and any third parties.

51. LIMITATION PERIOD

As between the Owner and Contractor:

- (1) ***Before Substantial Completion:*** As to acts or failures to act occurring prior to the relevant date of substantial completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion.
- (2) ***Between Substantial Completion and Final Payment:*** As to acts or failures to act occurring subsequent to the relevant data of Substantial Completion and prior to final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of the final payment; and
- (3) ***After Final Payment:*** As to acts or failures to act occurring after the relevant date of the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided, the date of any correction of the work or failure to correct the work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs first.

52. WAIVERS

The waiver by Owner or any of its authorized representatives, of any breach or any term, covenant, condition or agreement contained in this contract shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition or agreement.

53. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain

the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the price bid and the contractor will not be paid an additional amount for such work.

54. FAILURE TO MAINTAIN THE WORK

Should the contractor at any time fail to maintain the work as provided in the paragraph herein titled “MAINTENANCE DURING CONSTRUCTION,” the Contracting Officer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. However, the time specified by the Contracting Officer shall be an indication to the Contractor as to the exigency that exists.

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

55. AIRPORT OPERATIONAL AREA IDENTIFICATION BADGE

55.1. Airport Operational Area Identification Badge

Contractor's employees requiring entrance to the Airport Operational Area (AOA) shall apply and obtain an identification badge from the Airport Police Office.

All persons employed under this Contract who require unescorted access to the AOA shall have background checks (to the extent permitted by law) including as a minimum, references and prior employment histories for the preceding 10 years. All persons requiring unescorted badges shall be required to attend a two-hour security training session conducted by Airport Police.

As a condition in the issuance of AOA Identification Badges, Certification of Compliance shall be submitted with the application. The Certification shall affirm that a background check has been performed, and is correct, and complete for each person requiring access to the AOA. Background check records shall be maintained by the Contractor during the course of the work and shall contain the name, address, social security number, and his previous employment and the person(s) contacted to verify such employment. The Contracting Officer shall make the records available for inspection. All expenses for obtaining AOA badges shall be paid by the Contractor at no additional cost to the Owner.

56. HEIGHT RESTRICTIONS

Cranes or other devices shall be no higher at their highest point than 40 feet above ground surface unless special permission is granted for larger equipment. All equipment shall be lowered when not in use and moved as far from the operational areas as practical. During daylight hours all equipment over 20 feet in height shall display an orange and white checked flag on the highest portion. During nighttime hours all equipment exceeding 20 feet shall have a red obstruction light on the highest portion. This light shall be visible for at least 3000 feet in all directions during clear weather conditions.

57. ARCHAEOLOGICAL AND HISTORICAL FINDINGS

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

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

Should the Contracting Officer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement). If appropriate, the contract modification shall include an extension of contract time and a change in contract price.

58. INDEMNIFICATION

- 58.1.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect, the Engineer, the Construction Manager, and their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
- 58.2.** In any and all claims against the Owner, the Architect, the Construction Manager or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

***** END OF GENERAL PROVISIONS *****

General Decision Number: GU160001 01/08/2016 GU1Superseded General Decision Number: **GU20150001**

State: Guam

Construction Types: Building, Heavy, Highway and Residential

(Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review Initiative)

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUGU2010-001 09/20/2010

Rates	Fringes
BRICKLAYER.....	\$ 14.02
CARPENTER.....	\$ 13.56
Cement mason.....	\$ 12.87
Electrician.....	\$ 15.45
Heavy Equipment Mechanic.....	\$ 14.14
Heavy Equipment Operator.....	\$ 13.77
IRONWORKER	
Reinforcing.....	\$ 12.56
Structural.....	\$ 13.22
PAINTER.....	\$ 14.60

Pipefitters.....	\$ 16.80
PLASTERER.....	\$ 10.98
PLUMBER.....	\$ 14.96
REFRIGERATION MECHANIC including Heating, Air Conditioning (HVAC) Mechanic work.....	\$ 15.73
SHEET METAL WORKER.....	\$ 15.17
WELDER.....	\$ 16.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in

the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-001008/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

LABOR STANDARDS

1. PURPOSE AND SCOPE

These regulations are intended to aid in the enforcement of the minimum wage provisions of Public Law 10-143, Section 10307 dealing with Government of Guam assisted construction.

These regulations apply to any contract which is subject to Federal (or Local) Wage Standards and which is for the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the Government of Guam.

These regulations detail the obligation of Contracts and Subcontractors relative to the weekly submission of Statement regarding the wages paid for work covered by Public Law 10-143, Section 10300, Subsection A, thereby, sets for the circumstances governing the making of payroll deductions from wages of those employed on such work.

2. DEFINITIONS

As used in these regulations:

- 2.1. The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The terms include without limitations buildings, structures and improvements of all types, such as bridges, dams, highways, parkways, streets, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways lighthouse, buoys, jetties, breakwaters, levees and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with an at the site of such as building or work as described in the foregoing sentence, the manufacturer or furnisher of materials, articles, supplies or equipment (whether or not Government of Guam Agency acquired title to such materials, articles, supplies or equipment during the course of the manufacturer or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part.
- 2.2. The terms “construction”, “prosecution”, “completion” or “repair” mean all types of work done on a particular building or work at the site thereof including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment at the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- 2.3. The terms “public building” or “public works” include building or work for whose construction, prosecution, completion or repair as defined above. A Government agency is a contracting party, regardless of whether title thereof is in a Government agency.
- 2.4. The term “building” or work financed in whole or in part by loans or grants from the Government” includes building or work for whose construction, prosecution, completion or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Government agency. The term does not include

building or work for which Government assistance is limited solely to loan guarantees or insurance.

- 2.5. Every person paid by a Contractor or Subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building, or work financed in whole or in part by loans or grants from the Government is “employed” and receiving “wages”, regardless of any contractual relationship alleged to exist between him and the real employer.
- 2.6. The term “any affiliated person” includes a spouse, child, parent or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation, closely connected with the contractor or subcontractor, as parent, subsidiary or otherwise and officer or agent of such corporation.
- 2.7. Every person paid by a Contractor or Subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building, or work financed in whole or in part by loans or grants from the Government is “employed” and receiving “wages”, regardless of any contractual relationship alleged to exist between him and the real employer.
- 2.8. The term “any affiliated person” includes a spouse, child, parent or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation, closely connected with the contractor or subcontractor, as parent, subsidiary or otherwise, and officer or agent of such corporation.
- 2.9. The term “Government Agency” means the Government of Guam and all executive departments, independent establishments, administrative agencies and instrumentality of the Government of Guam, including corporation, all or substantially all of the stock of which is beneficially owned by the Government of Guam or any of the foregoing departments, establishments, agencies and instrumentalities.

3. **WEEKLY STATEMENT WITH RESPECT TO PAYMENT OF WAGES**

- 3.1. As used in this Section, the term “employee” shall not apply to persons in classification higher than that of laborer or mechanic and those who are the immediate supervisor of such employees.
- 3.2. Each contractor or subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Government of Guam, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the Contractor, subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form: as attached on page B11-7.
- 3.3. The requirements of this section shall not apply to any contract of \$2,500.00 or less.
- 3.4. Upon written finding by the head of a Government agency, the Director of Labor may provide reasonable limitations, variations, tolerances and exemptions from the

requirements of the section subject to such conditions as the Director of Labor may specify.

4. SUBMISSION OF WEEKLY STATEMENTS AND THE PRESERVATION AND INSPECTIONS OF WEEKLY PAYROLL RECORDS

- 4.1. Each weekly statement as required under Part 3 shall be delivered by the contractor or subcontractor within seven (7) days after the regular payment date of the payroll period to a representative of a Government agency in charge at the site of the building or work. If there is no representative of the Government agency at the site of building or work, the statement shall be delivered by the contractor or subcontractor within such time, to the Government agency contracting for or financing the building or work. After such examination and check is made, such statement or a copy thereof, shall be kept available or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the Department of Labor, Guam.
- 4.2. Each contractor or subcontractor shall preserve his weekly payroll records for a period of three (3) years from the date of completion of the contract. The payroll records shall set out accurately and completely the name and address (local) of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer or his authorized representative of the Department of Labor, Guam.

5. PAYROLL DEDUCTIONS PERMISSIBLE WITHOUT APPLICATION TO OR APPROVAL OF THE SECRETARY OF LABOR

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Director of Labor.

- 5.1. Any deduction made in compliance with the requirements of Federal or local law, such as withholding income taxes and Federal Social Security Taxes.
- 5.2. Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A “bona fide prepayment of wages” is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- 5.3. Any deduction or amount required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor or any affiliated person, or when collision or collaboration exists.
- 5.4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both; for the purpose of providing either from principal or income, or both; medical or hospital care; pensions, annuities or retirement; death benefits; compensation for injuries; illness; accidents; sickness or disability; or for insurance to provide any of the foregoing, vacation pay, savings accounts or similar payment for the benefit of employees, their families and dependents. This is provided, however, that:

- 5.4.1. the deduction is not otherwise prohibited by law;
- 5.4.2. it is either:
 - 5.4.2.1. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition for the obtaining of or for the continuation of employment , or
 - 5.4.2.2. provided for in a bona fide collective bargaining agreement between employees
- 5.4.3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor, subcontractor or any affiliated person in the form of commission, dividend or otherwise
- 5.4.4. The deductions shall serve the interest of the employee.
- 5.5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- 5.6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal Credit Union Statutes.
- 5.7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- 5.8. Any deduction voluntarily authorized by the employee for the making of contributions to charitable organizations.
- 5.9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments. This is provided, however, that a collective bargaining agreement between the contractor or subcontractor and representative of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- 5.10. Any deduction not more than for the “reasonable cost” of board/lodging. When such deductions are made, additional records shall be kept.

6. PAYROLL DEDUCTION PERMISSIBLE WITH THE APPROVAL OF THE DIRECTOR OF LABOR

Any application for the making of payroll deductions under Part 6 shall comply with the requirements prescribed in the following paragraphs of this section:

- 6.1. The contractor, subcontractor or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise;
- 6.2. The deduction is not otherwise prohibited by law;
- 6.3. The deduction is either:

- 6.3.1. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - 6.3.2. provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
- 6.4. The deduction serves the convenience and interest of the employee.

7. APPLICATION FOR THE APPROVAL OF DIRECT LABOR

An application for the making of payroll deductions under Part 6 shall comply with the requirements prescribed in the following paragraphs of this section:

- 7.1. The application shall be in writing and shall be addressed to the Department of Labor.
- 7.2. The application shall identify the contract or contracts under which the work in question is to be performed. Permission will only be given for deductions on specific, identified contracts, except upon a showing of exceptional circumstances.
- 7.3. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Part 6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- 7.4. The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- 7.5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

8. ACTION BY THE DIRECTOR OF LABOR UPON APPLICATIONS

The Director of Labor shall decide whether or not the requested deduction is permissible under provisions of Part 6 and shall notify the applicant in writing of his decision.

9. PROHIBITED PAYROLL DEDUCTIONS

Deductions not elsewhere provided for by this part and which are not found to be permissible under Part 6 are prohibited.

10. METHODS OF PAYMENT OF WAGES

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under his part. No other methods of payment shall be recognized on work subject to these regulations pursuant to Section 10307 of Public Law 10-143.

All contracts made with respect to the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loan or grants from the Government of Guam covered by parts of these regulations shall expressly bind the contractor to comply with such of the regulations of these parts.

11. APPRENTICE TRAINING PROGRAM

Pursuant to Executive Order No. 2012-04, Contractor shall employ at least one (1) apprentice for every ten (10) workers for the duration of the Project, and not less than one (1) apprentice for the Project. This requirement may be waived only if the Authority certifies in writing that no apprentice is available.

Apprentices employed by the contractor shall meet the eligibility requirements of Executive Order No. 2012-04.

In lieu of persons enrolled in a formal apprenticeship program, the Authority may authorize Contractor to employ individuals who will be supervised and engaged in on-the-job (OTJ) training. The number of OTJ apprentices employed in lieu of a single formal apprentice shall be determined by the Authority depending on the nature and size of the particular project.

12. PENALTY FOR EMPLOYING ALIEN

The Contractor shall forfeit, as a penalty, to the Government of Guam, Ten Dollars (\$10.00) for each alien knowingly employed either by the Contractor or his Subcontractor, for each calendar day or portion thereof during which each such alien is permitted or required to labor in violation of Guam law as set forth in Title 5, Guam Code Annotated, Chapter 50.

Prevailing Wage Rates for Temporary Alien Employment Certification (H2)
Government of Guam
EFFECTIVE SEPTEMBER 29, 2008 TO PRESENT

OCCUPATION	HOURLY RATE
Bricklayer	\$14.02
Carpenter	\$13.56
Cement Mason	\$12.87
Construction Helper	\$10.34
Construction Laborer	\$10.15
Electrician	\$15.45
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$13.77
Structural Steel Worker	\$13.22
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$10.98
Plumber	\$14.96
Refrigeration Mechanic	\$15.73
Roofer	\$12.88
Sheet-metal Worker	\$15.17
Surveyor Helper	\$15.98
Truck Driver	\$14.72
Welder	\$16.09
Warehouseman	\$12.00



**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

**SECTION C
TECHNICAL SPECIFICATIONS**

**INVITATION FOR BID
IFB NO: GIAA-C04-FY16**

**DEMOLITION AND REMEDIATION
OF VARIOUS AIRPORT FACILITIES
PHASE 4
GIAA PROJECT NO. GIAA-FY12-01-5
AIP NO. 3-66-0001-82**

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Work covered by the Contract Documents.
2. Contractor's use of the premises.
3. Occupancy requirements.

B. Related Documents:

1. The Contract Documents, as defined within this Section, apply to the work. Additional requirements and information necessary to complete the work may be found in other Documents.
2. Owner's Bid and Contract documents per 01012.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Provide and pay for all labor, materials, services, equipment, permits, fees, licenses, taxes, and other items necessary for the execution, installation and completion of all work indicated in the Contract Documents.
- B. The work involves the demolition and remediation of abandoned concrete structures. Work includes, but is not limited to, demolition, earthwork, site utilities, site improvements, and mitigation of hazardous materials.
- C. Coordination: The work of this Contract includes coordination of the entire work of the Project, from the beginning of activity through project close-out and the warranty periods.
- D. Drawings: Preparation of "As-Built" Drawings showing the location of all new work.
- E. The work and appurtenances shall be all in strict accordance with the Contract Documents, except only those items specifically shown, noted, or specified as not in the Contract (NIC), or OFCI, or those materials designated as OFCI.
- F. Summary of References: Work of the Contract can be summarized by reference to the Contract, General Conditions, Supplementary Conditions, Special Provisions, Labor Standards Provisions, Specifications Sections as listed in the Table of Contents bound herewith, Drawings, Addenda and Modifications to the Contract Documents issued subsequent to the initial printing of these Specifications, and including, but not necessarily limited, to printed matter referenced by any of the above.

1.3 CONTRACTOR'S USE OF PREMISES

- A. During demolition, the Contractor shall have full use of the Project Site and to the immediate area for construction operations. Contractor shall minimize disruption to the public and to activities in and around adjacent roads, streets, buildings and other facilities.
- B. The Contractor must limit use of the premises to construction activities only in the areas indicated:
 - 1. Confine operations to areas within the Contract limits indicated. Portions of the Site beyond the areas in which construction operations are permitted are not to be disturbed or used.
 - 2. Keep driveways and entrances serving the public and adjacent buildings and properties clear and useable at all times. Do not use these areas for parking or storage of materials unless approved, in writing, by the Owner's representative.
 - 3. Schedule deliveries to minimize time and space required for storage of materials and equipment on the Project Site.
 - 4. Provide temporary fencing, barricades, signage, traffic control and personnel necessary for public safety.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01150

SCHEDULES, REPORTS, PAYMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Coordination
2. Progress Schedule
3. Submittal Schedule
4. Schedule of Values
5. Payment Requests

B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the work of this Section. Additional requirements and information necessary to complete the work of this Section may be found in other Documents.

1.2 COORDINATION

A. Coordinate both the procedural timing and listing (naming and sequencing) of reports / activities required by the provisions of this Section and other Sections, to afford consistency and logical coordination between submitted reports or lists. Maintain the coordination and correlation between the separate reports by updating on a regular basis. Make the appropriate distribution of each report and updated report to entities involved in the work including the Owner's representative / Architect / Engineer. In particular, provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

1.3 PROGRESS SCHEDULE

A. The Progress Schedule to comply with requirements set forth in the "General Conditions of the Contract for Construction". Update the Schedule on a regular basis, but no less than every two months.

1.4 SUBMITTAL SCHEDULE

A. General: Immediately following development and acceptance of a fully developed Progress Schedule, prepare a complete schedule of work-related Submittals. Correlate the Submittal Schedule with the listing of principal subcontractors, as required by the General Conditions, and with the "listing of products" or "procurement schedule" as specified in "Products and Substitutions" Section 01605 and elsewhere in the Contract Documents.

B. Form: Show the category of the Submittal, name of the subcontractor, generic description of work covered, related Section number, activity or event number on the Progress Schedule, scheduled date for first submission, and blank columns for the actual date of

submittal, re-submittal, and final release or acceptance by the Owner's representative / Architect / Engineer.

1.5 SCHEDULE OF VALUES

- A. General: Prepare a Schedule of Values acceptable to the Owner's representative, as required by the General and Supplementary Conditions, in coordination with preparation of the Progress Schedule. Correlate line items with other administrative schedules and forms required for the work, including Progress Schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and Schedule of Submittals. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down the principal subcontract amounts into several line items. Round off sums to the nearest whole dollar, but with the total equal to the Contract Sum. Submit three (3) copies of the Schedule of Values to the Owner's representative / Architect / Engineer for review and comment.
- B. Unit Cost Allowances: Where required, identify line item values as a product of unit cost x measured quantity, as estimated from best indications in the Contract Documents.
- C. Schedule Updating: Update the Schedule of Values when Change Orders affect the listing, and when actual performance of the work involves necessary changes of substance to values previously listed.

1.6 PAYMENT REQUESTS

- A. General: Except as otherwise indicated, the sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including the initial application, application at the time of substantial completion, and the final payment application.
- B. Waivers of Lien: For each payment application, waivers of lien from subcontractors who could lawfully and possibly file a lien arising out of the Contract and related to work covered by payment, may be requested. Submit partial waivers for the amount requested (prior to deduction or retainage) on each item; and when the application shows completion of an item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the work must submit waivers.
- C. Payment Application Times: The "date" for each progress payment is as indicated in the Owner-Contractor Agreement, or if none, as indicated therein - the 30th day of each month.
- D. Application for Payment Form: AIA Document G702 and G703 Continuation Sheets.
- E. Application for Payment Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by an authorized person. Incomplete applications will be returned without action. Entries must match the current data of the Schedule of Values and Progress Schedule. Listings must include the amount of Change Orders approved prior to the last day of the "period of construction" covered by the Application.
- F. Application Transmittal: Submit four (4) signed copies of each Application for Payment, one copy which is to be completed with waivers of lien and similar attachments. Submit each copy with a transmittal form listing those attachments, and recording the appropriate

information related to the Application in a manner acceptable to the Owner's representative / Architect / Engineer.

- G. Application Processing: Within ten (10) days of receipt of a properly documented Application, the Owner's representative / Architect / Engineer shall review and certify to the Owner the amount determined to be properly due, or if the form is incorrectly prepared, return to the Contractor for correction. Upon receipt of a certified Application from the Owner's representative / Architect / Engineer, the Owner will make payment within the time allowed by the Contract Documents.
- H. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of the first Application for Payment can be summarized as follows, but not necessarily by way of limitation:
1. Listing of subcontractors, testing laboratory, principal suppliers and fabricators.
 2. Listing of Contractor's staff assignments and principal consultants.
 3. Copies of Building Permit (if Contractor's responsibility) and similar authorizations and permits from governing authorities.
 4. Progress Schedule.
 5. Performance and Labor and Materials Payment Bonds.
 6. Schedule of Values.
 7. Certificates of Insurance.
 8. Submittal Schedule.
- I. Application at Time of Substantial Completion: Following issuance of Owner representative's / Architect's / Engineer's final "Certificate of Substantial Completion," and also, in part, as applicable to prior Certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by the Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:
1. Occupancy Permit(s) and similar approvals or certifications by governing authorities and franchised services, assuring the Owner's full access and use of completed work.
 2. Final cleaning of the work.
 3. Coordination with the Owner on the change over of insurance coverage, including proof of extended coverage, as required.
 4. Change of door locks and other Contractor's access provisions to the Owner's property.
 5. Listing of the Contractor's incomplete work, recognized as exceptions to the Certificate of Substantial Completion.

J. Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of a final Application for Payment can be summarized as follows, but not necessarily by way of limitation:

1. Warranties, (Guarantees), maintenance agreements, and similar provisions of the Contract Documents.
2. Test / adjust / balance records, maintenance, instructions, meter readings, start-up performance reports, training, and similar change-over information germane to the Owner's occupancy, use, operation and maintenance of completed work.
3. Turn-over of spare materials, parts and tools to the Owner, as specified herein.
4. Completion of items specified for completion beyond the time of Substantial Completion (regardless of whether or not a special payment application was previously submitted).
5. Release of liens and other assurances, satisfactory to the Owner that unsettled claims will be settled, and that work not actually completed and accepted will be completed without undue delay.
6. Transmittal of required project construction records to the Owner.
7. Proof, satisfactory to the Owner, that taxes, fees and similar obligations of the Contractor have been paid.
8. Satisfactory removal of temporary facilities, services, surplus materials, rubbish and similar elements.
9. Consent of surety for final payment, as required.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01205

PROCEDURES AND CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. The Contractor shall be responsible for the control and coordination of all work by his forces, subcontractors and suppliers. Procedures and performance required for this purpose include:
1. Coordination and meetings including meeting minutes.
 2. Pre-Installation Conferences.
 3. Adequate administrative and supervisory personnel.
 4. Maintenance of surveys and records.
 5. Enforcement of tradespeople and workmanship standards.
 6. Coordination of the various trades and subcontractors.
 7. Conducting of inspections, tests and reports.
 8. Coordination of general installation provisions.
 9. Proper cutting and patching procedures and techniques.
 10. Cleaning and protection of the work.

1.2 COORDINATION AND MEETINGS

- A. General: Prepare and distribute to each entity performing work at the Project Site, a written memorandum of instructions on required coordination of activities, including required notices, reports and attendance at meetings. Prepare similar memoranda for separate contractors where the interfacing of work is required.
- B. Coordination Drawings: Where work by separate entities requires off-site fabrication of products and materials which must be accurately interfaced and closely intermeshed to produce the required results, prepare coordination drawings to interface and sequence the work shown by separate Shop Drawings.

1.3 PRE-INSTALLATION CONFERENCES

- A. General: Schedule and conduct pre-fabrication and pre-installation meetings as required by the Contract Documents. Pre-fabrication and pre-installation meetings are intended to assist the Contractor in determining before hand specific project requirements and to encourage coordination between the various trades. Schedule meetings at times appropriate to the type of work involved. Provide adequate notice to all parties to be involved.

1.4 ADMINISTRATIVE / SUPERVISORY PERSONNEL

- A. General: In addition to a general superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordination personnel as specified herein.
- B. Project Coordination: Provide a full-time Project Coordinator, who is experienced in the administration and supervision of building construction, including mechanical and electrical work, and who is hereby authorized to act as the general coordinator of interfaces between units of work. For purpose of this provisions, "interface" is defined to include the scheduling and sequencing of work, sharing of access to work spaces, installations, protection of each other's work, cutting and preparation of coordination drawings, inspections, tests, and temporary facilities and services.

1.5 SURVEYS AND RECORDS / REPORTS

- A. General: Working from lines and levels established by property survey, and as shown in relation to the work, establish and maintain bench marks and other dependable markers to set lines and levels for the work at each story of construction and elsewhere on-site as needed to properly locate each element of the entire project. Advise tradesmen performing the work, of the marked lines and levels provided for their use in the layout of work.
- B. Survey Procedures: Verify layout information shown on the Drawings, in relation to the property survey and existing bench marks before proceeding with layout of the actual work. As work proceeds, check every major element for line, level and plumb (where applicable), and maintain an accurate surveyor's log or record book of such checks, available for reference at reasonable times. Record deviations on the Record Drawings.

1.6 TRADESPEOPLE AND WORKMANSHIP STANDARDS

- A. General: Instigate and maintain procedures to ensure that persons performing work at the site are skilled and knowledgeable in the methods and craftsmanship needed to produce the required quality levels for workmanship in the completed work. Coordinate the work of trades and subcontractors. Remove and replace work which does not comply with the workmanship standards as specified and as recognized in the construction industry for the applications indicated. Remove and replace work damaged or deteriorated by faulty workmanship and lack of protection of the work.

1.7 INSPECTIONS, TESTS AND REPORTS

- A. General: Required inspection and testing services, as called for in the Specifications are intended to assist in the determination of probable compliance of the work with requirements, but do not relieve the Contractor of responsibility for compliance, or for general fulfillment of the requirements of the Contract Documents. The specified inspections and tests are not intended to limit the Contractor's quality control program. Afford reasonable access to agencies and companies performing tests and inspections. Provide adequate notification to the testing service of the schedule which impacts performance of the required tests.
- B. Contract Conforming Work:
 - 1. Resulting from Contract and Code Required Testing / Inspection: The Contractor

to obtain and pay the cost of Testing / Inspection Services. Contractor to provide for work required to patch any damaged work.

2. Resulting from Owner Required Testing / Inspection: The Owner to pay the cost for initial Testing / Inspection Services. Contractor to patch any damaged work as follows:

a. Non-conforming Work:

- 1) The Contractor to pay the cost for initial testing / inspection and other fair costs, if any, incurred by the Owner and Architect which directly result from the testing / inspection requirements of non-conforming work.
- 2) The Contractor to correct defective work to meet the Contract requirements. Pay for all subsequent costs including, but not limited to, further testing, as may be required. Requests for additional time will generally not be considered when resulting from the installation of and/or correction of defective work.

C. Qualification of Testing Agencies:

1. Except as otherwise indicated, and except where manufacturer's testing facilities are indicated as acceptable, engage independent testing laboratories specializing in the required services, and complying with "Recommended Requirements for Independent Laboratory Qualification" by American Council of Independent Laboratories (ACIL).

D. Reports: Submit test / inspection reports, including agency's analysis of the results and recommendations, where applicable, in duplicate, except as otherwise indicated, and submit copies directly to the governing authorities where required or when requested.

1.8 DAMAGE CLAIMS

A. The Contractor will be responsible for adequately securing materials stored at the Project Site, and the work in progress, and to conduct the work in such a way as to not create undue risk of injury or damage to persons or property. It is required that the Contractor adequately fence and sign the Project Site, as necessary, and / or arrange and provide for security personnel to adequately keep unauthorized persons from entering the construction area at any hour of the day or night. Notwithstanding anything to the contrary in the General Conditions, and without limiting the generality of anything contained in the General Conditions, Drawings or Specifications, the Contractor is responsible for all damages to persons and property, including damage to the work of other contractors, that occurs as a result of the Contractor's negligence or the negligence of its employees, agents, representatives, or subcontractors upon the Project, in connection with its operations, use of the Project, or prosecution of the work. The Contractor will indemnify and hold harmless the Owner and all of its officers, agents, employees and consultants from any liability, claims, demands or causes of action of any nature whatsoever for damages of any kind, as above set forth, and the Contractor agrees, at its expense, to defend any legal or other action brought against the Owner founded upon such liability, claim, demand or cause of action and to pay any attorneys' fees incurred by the Owner in connection therewith.

1.9 COORDINATION WITH OTHER CONTRACTORS

- A. Schedule work activity in coordination with all on-site contractors; make adjustments in work activities to accommodate the requirements of other contractors.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. **Pre-Installation Conferences:** Well in advance of the start of installation of every major unit of work which requires coordination and interfacing with other work, meet at the Project Site with installers and representatives of manufacturers and fabricators involved in or affected by the unit of work, and in its coordination or integration with other work which has preceded or will follow. At each meeting review the progress of other work and preparations for the particular work under consideration, including requirements of the Contract Documents, options, related Change Orders, purchases, deliveries, Shop Drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety inspection and testing requirements, required performance results, recording requirements, and protection. Record the significant discussions of each conference, record agreements and disagreements, along with a final plan of action. Distribute records of meetings promptly to everyone concerned, including the Owner's representative / Architect / Engineer.
- B. **Installer's Inspection of Conditions:** Require Installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed, and to report (in writing to Contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- C. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation to the extent these are more explicit or more stringent than requirements indicated in the Contract Documents.
- D. Inspect each item of materials and equipment immediately prior to installation, and reject damaged and defective items.
- E. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and building movements, provide uniform joint widths in exposed work, organized for the best possible visual effect, as approved by the Architect.
- F. Re-check measurements and dimensions of the work as an integral step for starting each installation.
- G. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure the best possible results for each unit of

work, and in coordination with the entire work. Isolate each unit of work from non-comparable work as necessary to prevent deterioration.

- H. Coordinate enclosure (closing-in) of the work with required inspections and tests to minimize the necessity of uncovering work for that purpose.

3.2 CUTTING AND PATCHING

- A. General: Do not cut-and-patch structural work in a manner that will result in reduction of the load-carrying capacity or load / deflection ratio; submit proposed cutting and patching of structural elements to the Owner's representative / Architect / Engineer for structural approval before proceeding. Do not cut-and-patch operational elements and safety related components in a manner that will result in decreased operational life, increased maintenance, or decreased safety. Do not cut-and-patch work which is exposed on the exterior or exposed in occupied spaces, in a manner that will result in the reduction of visual qualities or result in substantial evidence of cut-and-patch work, both as judged solely by the Architect. Remove and replace work judged to be cut-and-patched in a visually unsatisfactory or otherwise objectionable manner.
- B. Materials: Except as otherwise indicated or approved, provide materials for cutting-and-patching which will result in equal-or-better work than the work being cut-and-patched, in terms of performance characteristics, and including visual effect, where applicable. Use materials identical to the original materials where feasible, and where recognized that satisfactory results can be produced thereby.
- C. Temporary Support and Protection: Provide adequate temporary support for work to be cut, to prevent failure. Do not endanger other work. Provide adequate protection of other work during cutting-and- patching, to prevent damage, and provide protection of the work from adverse weather exposure.
- D. Cut work by methods least likely to damage work to be retained and adjoining work.
 - 1. Where physical cutting action is required, cut the work with sawing and grinding tools, not with hammering and chipping tools. Core drill openings through concrete work.
 - 2. Comply with the requirements of applicable Division 2, Specifications Sections where cutting-and-patching requires excavating and backfilling.
- E. Restore exposed finishes of patched areas, and, where necessary, extend the finish restoration onto the adjoining retained work, in a manner which will eliminate evidence of patching.
 - 1. Where patching occurs in a smooth, painted surface, extend the final paint coat over the entire unbroken surface containing the patch after the patched areas have received prime and base coats.

3.3 CLEANING AND PROTECTION

- A. General: During handling and installation of work at the Project Site, clean and protect work in progress and the adjoining work on a basis of perpetual maintenance. Apply suitable protective covering over newly installed work where reasonably required to ensure freedom from damage and deterioration at the time of substantial completion; otherwise,

clean and perform maintenance on newly installed work as frequently as necessarily throughout the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- B. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during the construction period.

END OF SECTION

SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Administrative and supervisory personnel.
 2. Submittals.
 3. Contractor's quality control.
 4. Coordination.
 5. Project coordination.
 6. Pre-Construction meeting.
 7. Progress meetings.
 8. Pre-Installation meetings.
 9. Schedule of Values.
- B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the work of this Section. Additional requirements and information necessary to complete the work of this Section may be found in other Documents.

1.2 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Project Coordination Administrator: Contractor's Representative experienced in administration, supervision, and quality control of building construction similar to the work of this Project, including mechanical, plumbing and electrical work.
- B. Project Field Superintendent: Contractor's Representative experienced in general field supervision of building construction similar to the work of this Project including finish work, mechanical, plumbing and electrical work; to supervise, direct, inspect and coordinate work of the Contractor, subcontractors, suppliers and installers, and expedite the work to ensure compliance with the Construction Schedule.

1.3 SUBMITTALS

- A. Submit a list of the Contractor's principal staff assignments including Project Coordination Administrator, Project Field Superintendent, Quality Control Representative, and other personnel assigned to the Project Site; identify their duties and responsibilities.
- B. Submit Shop Drawings, product data, and other required submittals in accordance with Section 01330 - Submittal Procedures, for review and compliance with the Contract Documents.

- C. Submit Requests for Information (RFI) and interpretation of Contract Documents in a timely manner.

1.4 CONTRACTOR'S QUALITY CONTROL

- A. Perform project quality control in accordance with requirements in the Contract and as specified in Section 01450 - Quality Control.
- B. Coordinate the scheduling of inspections and testing required by the individual Specification Sections and in accordance with Section 01450 - Quality Control.

1.5 COORDINATION DRAWINGS

- A. Prepare and distribute coordination drawings where close coordination is required for the installation of products and materials fabricated off-site by separate entities, and where limited space availability requires maximum utilization of space for the efficient installation of different components. Show the interrelationship of components shown on separate Shop Drawings. Indicate the required installation sequences.

1.6 PROJECT COORDINATION

- A. Coordinate construction activities and the work of all trades under various Sections of these Specifications and work of the Contract to facilitate the orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications and the Contract that are dependent upon each other for proper installation, connection and operation.
- B. Coordinate the construction activities of this Contract with Contractors retained separately the Owner.
- C. Where installation of one part of the work is dependent upon installation of other components, either before or after that part of the work, schedule construction activities in a sequence to obtain an uninterrupted installation.
- D. Obtain drawings, manufacturer's product data, instructions, and other data to provide a proper and complete installation.
 - 1. Check field dimensions prior to installing products. Verify necessary clearances and means of access for equipment from storage to the final position.
 - 2. Make data and information available to all trades involved.
- E. Ensure that utility requirements of operating equipment are compatible with the building utilities. Coordinate the work of various Specification Sections for installation and final connection of the equipment.
 - 1. Ensure that mechanical, plumbing and electrical rough-ins have been installed and are properly sized and located.
- F. Coordinate space requirements and the installation of mechanical, plumbing and electrical work indicated diagrammatically on the Drawings. Follow the routing shown for pipes, ducts, conduits and wiring as closely as possible; make runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- G. Where space is limited, coordinate the installation of different components to ensure maximum accessibility for required maintenance, service and repairs.
- H. Provide for installation of items scheduled for future installation.
- I. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Prepare memoranda for the Owner's representative, separate contractors, where coordination of their work is required.
- J. In finished areas, conceal pipes, ducts, conduit and wiring within the construction. Coordinate the location of fixtures and outlets with finish elements.
- K. Coordinate completion and clean up of the work of the separate Sections in preparation for completion of the Project.
- L. After occupancy, coordinate access to the Site for correction of defective work and work not in accordance with the Contract Documents, to minimize disruption of the Owner's / Tenant's activities.

1.7 PRE-CONSTRUCTION MEETING

- A. The Owner's representative will schedule a Pre-Construction Meeting after issuance of a Notice to Proceed.
- B. Attendance: Owner's representative, Architect, Engineers, Contractor, Project Superintendent and Contractor's Quality Control Representative and other contractors retained by the Owner.
- C. Agenda:
 - 1. Submission of executed Bonds and Insurance Certificates.
 - 2. Distribution of Contract Documents.
 - 3. Submission of the Schedule of Values.
 - 4. Designation of personnel representing the parties to the Contract.
 - 5. Procedures and processing of Requests for Information (RFI), field decisions, submittals, substitutions, applications for payment, change proposals, Change Orders, and contract closeout procedures.
 - 6. Scheduling.
 - 7. Construction facilities and temporary controls.
- D. The Contractor will record minutes of the meeting and distribute copies to the participants and those affected by the decisions made.

1.8 PROGRESS MEETINGS

- A. The Contractor will schedule and administer meetings throughout progress of the work at intervals to be determined.

- B. The Contractor will make arrangements for meetings, prepare an agenda, distribute copies to participants and preside over the meetings.
- C. Attendance: Job Superintendent, Contractor's Quality Control Representative, major subcontractors and suppliers, Architect and the Owner's representative, engineers and subcontractors as appropriate to the agenda for each meeting.
- D. Agenda:
 - 1. Minutes of previous meetings.
 - 2. Work progress.
 - 3. Status of payments.
 - 4. Field observations, problems, and decisions.
 - 5. Submittals Schedule and the status of submittals.
 - 6. Status of off-site fabrications and delivery schedules.
 - 7. Progress Schedule.
 - 8. Corrective measures to regain projected schedules, if necessary.
 - 9. Planned progress during the succeeding work period.
 - 10. Quality and work standards and pre-installation meetings.
 - 11. Pending change proposals and effect of proposed changes on the progress schedule, and coordination.
 - 12. Other business relating to the work.
- D. The Owner's representative will record the minutes and distribute copies to the participants.

1.9 PRE-INSTALLATION MEETING

- A. When required by an individual Specifications Section, or as determined necessary by the Owner's representative, convene a Pre-Installation Meeting at the Project Site prior to commencing the work of that Section.
- B. Require attendance of the parties directly affecting, or affected by the work of the specific Specifications Section.
- C. Notify the Architect seven (7) days in advance of the meeting date.
- D. Prepare an agenda and preside at the meetings:
 - 1. Review requirements of the Contract Documents, conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related work.

- E. The Contractor shall record minutes of the meetings and distribute copies to the participants and those affected by the decisions made.

1.10 SCHEDULE OF VALUES

- A. Prior to submittal of the first payment application, submit a construction cost breakdown to the Architect in a form and format acceptable to the Architect.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal procedures.
 - 2. Product data, Shop Drawings, samples and miscellaneous work.
 - 3. Assurance / Control submittals.
 - a. Certificates.
 - b. Manufacturer's installation instructions.
 - 4. Owner representative's action.
- B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the work of this Section. Additional requirements and information necessary to complete the work of this Section may be found in other Documents.

1.2 DEFINITIONS

- A. Product Data: Includes manufacturer's standard printed information on materials, products and systems; not especially prepared for this Project, other than the designation of selections from among available choices printed therein.
- B. Shop Drawings: Include specially-prepared technical data for this Project, including drawings, details, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form.
- C. Samples: Include both fabricated and unfabricated physical examination of materials, products and units of work; both as completed units and as smaller portions of units of work; either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- D. Mock-Ups: A special form of samples, which are too large or otherwise inconvenient for handling in the specified manner for transmittal of sample submittals.
- E. Design Calculations: As required to show that component parts of a system meet the design criteria and performance requirements. Manufacturer's published calculations or as certified by a professional engineer. Subject to approval of the Owner's representative, manufacturer or fabricator certifications may be accepted in lieu of calculations.

- F. Miscellaneous Submittals: Includes warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and field measurement data, operating and maintenance materials, extra and overrun stock, devices and similar information; applicable to the work and not processed as product data, shop drawings or samples.

1.3 SUBMITTALS

- A. Submit two (2) copies of a proposed Schedule of Submittals to the Owner's representative within 30 days after receipt of a Notice to Proceed. List all items requiring submittal for review and approval by the Architect - Engineer / Owner's representative.
- B. Schedule of Submittals. Include the following:
 - 1. Indicate the type of submittal: Product Data, Shop Drawing, sample, certificate, warranty, technical representative's report or other submittal.
 - 2. Identify the Specifications Section number, Section paragraph number where the item is specified and a description of the item being submitted.
 - 3. Indicate the scheduled date for initial submittal, date for approval and date for possible re-submittal for each required submittal.
- C. Coordinate the Schedule of Submittals with the Construction Schedule.

1.4 SUBMITTAL PROCEDURES

- A. General:
 - 1. Coordination and Sequencing: Coordinate the preparation and processing of submittals with performance of the work so that the work will not be delayed by submittals. Coordinate and sequence different categories of submittals of the same work, and or interfacing units of work, so that one will not be delayed by coordination of the submittal review with another.
 - 2. Transmit each submittal to the Owner's representative on an Owner-approved transmittal form.
 - 3. On the Transmittal form, provide a place to indicate the Project name, date, ATo:@, AFrom:@; names of the Contractor, subcontractors, suppliers, manufacturers, pertinent drawings(s), detail number(s), Specifications Sections, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of the transmitter.
 - 4. Identify variations from the Contract Documents and product or system limitations which may affect successful performance of the completed work.
 - 5. Apply the Contractor's stamp, signed or initialed certifying that review, verification of the products required, field dimensions, adjacent construction work and the coordination of information, is in accordance with requirements of the work and the Contract Documents.
 - 6. Provide space for the Owner representative's remarks and AAction@ stamp.

7. Sequentially number each transmittal form. Provide the original number and a sequential alphabetic suffix on each re-submittal.
8. Package each submittal appropriately for transmittal handling.
9. Schedule submittals to comply with the scheduling requirements of the Construction Schedule.
10. On each re-submittal, identify all changes made since the previous submission.
11. Distribute copies of reviewed submittals to the field, subcontractors and suppliers, as appropriate. Instruct the parties to promptly report any inability to comply with the provisions.
12. Submittals not required will not be processed.
13. Submittals received from sources other than through the Contractor's office will be returned without action.
14. Except as otherwise indicated in individual Specifications Sections, comply with the requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between the initial and final submittals, similar to initial submittals.

B. Product Data:

1. Collect required data into one submittal for each unit of work or system; mark each copy to show which choices or options are applicable to the Project.
2. Include manufacturer's standard printed information such as catalog cuts, manufacturer's published instructions, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, performance curves and other similar items. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
3. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data with information unique to this Project.
4. Indicate product utility and electrical characteristics, utility connection requirements, and the location of utility outlets for service to functional equipment and appliances.
5. Submit the number of copies the Contractor requires, plus four (4) copies to be retained by the Owner's representative. Submit six (6) sets of product data; three (3) sets will be returned. Maintain one (1) set of product data at the Project Site, available for reference.
6. Do not submit product data or permit its use on the Project until compliance with requirements of the Contract Documents has been confirmed by the Contractor.
7. Do not proceed with the installation of materials, products or systems until the final copy of applicable product data is in the possession of the installer.

C. Shop Drawings:

1. Provide newly prepared information on reproducible sheets, with graphic information at accurate scales, and with the name of the preparer indicated. Show dimensions and notes based on field measurements. Identify materials and products in the work shown. Provide key plans or cross reference to room numbers to identify the location of multiple elements. Indicate compliance with standards and special coordination requirements. Identify deviations from the Contract Documents, check dimensions; check that trades have been coordinated and that no conflict will develop in its installation.
2. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service to functional equipment and appliances.
3. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES above.
4. Submit in the form of one (1) translucent reproducible transparency and two (2) blueline or blackline prints. The transparency will be returned to the Contractor after review.
5. Do not allow copies of shop drawings without appropriate final "Action" markings by the Owner's representative to be used in connection with the work.

D. Samples:

1. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Include full Project information on each sample submitted.
3. Provide units identical to the final condition of the proposed materials or products of the work. Include "A" range samples of not less than three (3) units where unavoidable variations must be expected, and describe or identify variations between the units of each set. Provide a full set of optional samples where selection is required. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Submit samples for review and confirmation of color, pattern, texture, and "kind".
4. Submit samples of finishes in the available colors, textures and patterns.
5. Submit the number of samples specified in the individual Specifications Sections; a minimum of two (2), one of which will be retained by the Owner's representative. At Contractor's option, provide preliminary submittal of a single set of samples for review and "Action". Otherwise, initial submittals will be considered the final submittal unless returned with an "Action" mark that requires re-submittal. Submit three (3) sets of samples in the final submittal; two (2) sets will be returned.
6. Maintain one (1) final set of samples at the Project Site, in suitable condition and available for quality control comparisons.

7. The Owner's representative will not "test" samples, except as otherwise indicated, for compliance with other requirements, which are the responsibility of the Contractor.
 8. Returned samples intended or permitted to be incorporated into the work are so indicated in the individual Specifications Sections Samples; must be in an undamaged condition at the time of acceptance.
- E. Mock-Ups:
1. Mock-ups and similar samples indicated in individual Specifications Sections are recognized as a special type of sample. Comply with the requirements for Asamples@, to the greatest extent possible, and process transmittal forms to provide a record of activity.
- F. Certificates:
1. When specified in individual Specifications Sections, submit certification by the manufacturer Owner's representative in the quantities specified in Product Data above.
 2. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
 3. Certificates may be recent or previous test results on materials or products, but must be acceptable to the Owner's representative.
- G. Inspection and Test Reports:
1. Classify each as either "product data" or "shop drawing", depending upon whether the report is uniquely prepared for the Project or a standard publication or workmanship control testing at the point of production. Process accordingly.
- H. Manufacturer's Installation Instructions:
1. When specified in individual Specification Sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing in the quantities specified in Product Data above.
 2. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for the application or installation.
- I. Warranties:
1. Refer to individual Specifications Sections for specific general requirements on warranties, product / workmanship bonds, and maintenance agreements. In addition to copies for the Contractor's use, furnish two (2) additional executed copies. Furnish two (2) additional copies when required for the maintenance manuals.
- J. Standards:
1. Where copy submittal is indicated, and except where specified integrally with "Product Data", submit two (2) copies for the Owner representative's use. Where

workmanship at the Project Site and elsewhere is governed by standards, furnish additional copies to the fabricators, installers and others involved in performance of the work.

- K. Closeout Submittals:
 - 2. Refer to individual Specifications Sections and to closeout paragraphs for specific requirements on submittal of closeout information, materials, tools and similar items.
- L. Record Document Copies:
 - 1. Submit one (1) set.
- M. Maintenance / Operating Manuals;
 - 1. Submit two (2) bound sets.
- N. Materials and Tools:
 - 1. Refer to individual Specifications Sections for the required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- O. Administrative Submittals:
 - 1. Submit three (3) copies. No copies will be returned.
- P. General Distribution:
 - 1. Provide additional distribution of submittals to the subcontractor, suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in the transmittal when required to receive an "Action" marking before final distribution. Record distributions on the transmittal forms.

1.5 OWNER REPRESENTATIVE'S ACTION

- A. For submittals where action and return is required or requested, the Owner's representative will review each submittal, mark to indicate the action taken, if any, and return promptly, generally within 20 days, excluding delivery time to and from the Contractor. When a submittal is to be reviewed by an off-island consultant or when it must be held for coordination, 25 days will be required for review.
 - 1. Compliance with the specified characteristics is the Contractor's responsibility.
 - 2. No action will be taken on submittals for information, closeout documents, record documents and other submittals for similar purposes.
- B. Action Stamp: Owner's representative will stamp each submittal to be returned to the Contractor with a uniform, self-explanatory "Action" stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. "Accepted" or "Approved": Final Unrestricted Release. When a submittal is marked "Accepted" or "Approved", that part of the work covered by the submittal

may proceed provided it complies with the requirements of the Contract Documents; final acceptance will depend upon that compliance.

2. "Accepted@ or ΔApproved as Noted": Final-But-Restricted Release. When a submittal is marked "Accepted" or "Approved as Noted", that part of the work covered by the submittal may proceed provided it complies with the notations and corrections marked on the submittal and meets requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. "Rejected or Disapproved: Submit Specified Item" or "Revise and Resubmit": Returned for Re-submittal. When a submittal is marked "Rejected or Disapproved: Submit Specified Item", or "Revise and Resubmit," do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal in accordance with the notations; re-submit without delay. Repeat as necessary to obtain an acceptable action mark.
 - a. Do not permit submittals marked "Rejected or Disapproved: Submit Specified Item" or "Revise and Resubmit" to be used at the Project Site or elsewhere where work is in progress.
 4. "Returned: Not Required": Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Returned: Not Required".
- C. Any review and approval by the Owner's representative of any Product Data, Shop Drawings, or Samples is only for conformance to the general design concept of the work and does not extend to consideration of structural integrity, safety, detailed compliance with the Contract Documents or any other obligation of the Contractor. Review and approval of any such data does not relieve the Contractor from its obligation to meet his requirements under the Contract Documents, not shall it give rise to any claim in favor of the Contractor or any third party against the Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01440

REQUESTS FOR INFORMATION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. Administrative requirements for "RFIs".

1.2 DEFINITIONS

- A. Request for Information (RFI): Contractor's written request for information to confirm, re-verify, or clarify the intent required by the Contract Documents.

1.3 SUBMITTALS

- A. Submit RFIs on the Contractor's standard form.

1.4 QUALITY ASSURANCE

- A. Architect's Intent: It is a condition of the Contract for Construction, that prior to signing of the Contract, the Contractor be fully familiar with and clear as to the requirements (Architect's design intent) for this Project as presented in the Contract Documents. It is also a condition of the Contract, that prior to signing of the Contract, should there be any aspect of the Contract which is not clear or not complete enough, that the Contractor secure the necessary information from the Architect in order to attain the required understanding of the Project. The primary reasons for this is so the Owner can receive a fair and complete cost proposal for the Work, without hidden or additional costs and to minimize unnecessary costs to administer the Project during progress of the Work.
- B. Architect's Drawings and Specifications
 - 1. Design Intent: It is an accepted historical and understood practice in the industry that the Architect's Drawings and Specifications reasonably and professionally convey the design intent for the Project without necessarily indicating every single condition for the Work, but to the degree necessary for Contractor's to propose a fair and complete cost for the Work, including for Work not indicated, but implied by the Architect's design intent.
 - 2. RFIs - Basis of Communication: Due to the fact that all conditions are not indicated in the Contract Documents, it is understood that additional clarifications will be necessary during the course of the Work for the Contractor to fully achieve all aspects of the Architect's design intent, and that the RFI procedure becomes the administrative basis by which information is formally conveyed between the Architect and the Contractor.
- C. Misuse of the RFI Process: RFI's are not to be used frivolously, including as a method of enlisting the Architect's services for finding information already indicated in the Contract Documents.
- D. Contractor Initiation: All RFI's must be submitted by the General Contractor.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITIES

- A. Examination: Upon discovering a potential aspect of the Work which may require further clarification from the Architect, the Contractor shall thoroughly examine the Contract Documents to ensure that the information is not indicated.
- B. Submittal: When a reasonable search for the needed information has been made without success, complete and submit an RFI.

3.2 ARCHITECT'S RESPONSIBILITIES

- A. Review: Not later than ten (10) working days after an RFI is received, return a response to the Contractor on the submittal form.

END OF SECTION

SECTION 01450
QUALITY CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Owner representative's quality assurance (QA).
2. Contractor's quality control (QC).
3. Quality control procedures.
4. Testing and inspection laboratory services.
5. Contractor's field inspection and testing.
6. Contractor's reports.
7. Contractor's testing and inspection reports.
8. Non-compliance check-off list.
9. Completion and inspection of work.

B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the work of this Section. Additional requirements and information necessary to complete the work of this Section may be found in other Documents.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM C 802 - Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction Materials.
2. ASTM C 1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
3. ASTM C 1093 - Practice for Accreditation of Testing Agencies for Masonry.
4. ASTM D 3740 - Practice for Minimum Requirements for Agencies Engaged in Testing and / or Inspection of Soil and Rock as Used in Engineering Design and Construction.
5. ASTM D 4561 - Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials.

6. ASTM E 329 - Specification for Agencies Engaged in Construction Inspection and / or Testing.
7. ASTM E 543 - Specification for Agencies Performing Nondestructive Testing.
8. ASTM E 699 - Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.

1.3 SUBMITTALS

- A. Submit four (4) copies of a proposed Contractor Quality Control Plan within fifteen (15) days after receipt of the Notice to Proceed.
- B. Contractor's Quality Control Plan. Indicate the following:
 1. Quality Control Organization: In chart form, showing relationship of the Quality Control organization to other elements of the Contractor's organization.
 2. Names and qualifications of personnel in the Quality Control organization, including the Contractor's Quality Control Representative, inspectors, independent testing and inspection laboratory, independent fire alarm test and certification agency, independent fire sprinkler test and certification agency, independent HVAC test and balance agency, etc.
 3. Procedures for reviewing coordination drawings, Shop Drawings, certificates, certifications and other submittals.
 4. Testing and Inspection Schedule, keyed to the Construction Schedule, indicating tests and inspections to be performed, names of persons responsible for the inspection and testing for each segment of the work, including preparatory, initial and follow-up.
 5. Proposed forms to be used including Contractor's Daily Report, Contractor's Test and Inspection Report, and Non-Compliance Check-Off List.
- C. Independent Testing and Inspection Laboratory. Submit the following:
 1. Name.
 2. Address.
 3. Telephone number.
 4. Name of full-time registered Engineer.

1.4 OWNER REPRESENTATIVE'S QUALITY ASSURANCE

- A. The Owner's representative will inspect the quality of work being installed, review and verify the accuracy of changes in the work, receive and distribute the Contractor's submittals, determine compliance with the Contract Documents and preside at progress and coordination meetings.
- B. The Owner's representative will arrange for factory tests when needed; at the Contractor's cost.

- C. Owner's Field Inspection: The Owner's representative will perform inspections of the work for quality assurance (QA).

1.5 CONTRACTOR'S QUALITY CONTROL REPRESENTATIVE

- A. Qualifications for Contractor's Quality Control Representative: Minimum five (5) years construction quality control or construction management experience on work similar to the work of this Contract.

1.6 CONTRACTOR'S QUALITY CONTROL

- A. The Contractor is responsible for the overall quality of the work performed by the Contractor and subcontractors working under this Contract. The quality of any part of the work must not be less than that required by the Contract Documents. If the Owner's representative determines that the quality of the work does not conform to the Contract Documents, the Owner's representative will notify the Contractor, in writing. The Contractor must correct the identified deficiencies and advise the Owner's representative of the corrective action taken within 7 days of the date of notification.
- B. Monitor quality control over the Contractor's staff, subcontractors, suppliers, manufacturer's, products, services, site conditions and workmanship.
- C. Comply fully with the manufacturer's published instructions, including each step in the sequence of installation.
- D. Should the manufacturer's published instructions conflict with the Contract Documents, request clarification from the Owner's representative before proceeding.
- E. Comply with the specified standards as a minimum quality for the work, except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- F. Perform the work by persons who are thoroughly qualified and trained in their respective trade to produce workmanship of the specified quality.
- G. Secure products in place with positive anchorage devices, designed and sized to withstand wind and seismic loads, stress, vibration, physical distortion and disfigurement.
- H. Perform tests required by governing authorities and utility agencies having jurisdiction.
- I. Contractor's Field Inspection: The Contractor or his authorized representative(s) shall inspect all work under this Contract for quality control (QC).

1.7 QUALITY CONTROL TESTING:

- A. Field tests made at, or in the vicinity of the Project Site in connection with the actual construction, including but not limited to, concrete batch plants, asphalt batch plants and similar establishments directly involved in the construction process.
 - 1. Field Tests by the Contractor: The Contractor shall perform all field testing specifically required of him in the Contract Specifications and all field tests required by Applicable Publications referenced in the Contract Specifications. The cost of testing shall be borne by the Contractor. The Contractor shall furnish all equipment, instruments, qualified personnel and facilities necessary to perform all tests required by the Contract Documents. The required testing services shall be

performed by the Contractor or acquired by the Contractor through a qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this Contract, all test reports shall be certified by the laboratory. Test reports shall include the acceptable value for each specification item, actual test results obtained, methods used, and a statement that the product, equipment or system conforms or does not conform to the Specifications requirements.

2. Field Tests by Owner: Field tests conducted by the Owner will be made as necessary to assure quality or as otherwise provided herein.
- B. Factory tests made at the point of manufacture of various products shipped to the Project Site as a unit.
- C. Certified tests made by approved testing agencies on material and / or equipment to be incorporated into the Project under the Contract. These tests are those performed by Factory Mutual, Underwriters Laboratories, Inc., and others.
1. Manufacturer's Certified Tests: Certified tests on materials to be incorporated into the work will be acceptable, provided they are performed by the manufacturer or by Owner's representative approved agencies or laboratories, show that the materials conform to the Specifications, and that tests and certifications meet the requirements of the paragraph entitled "Quality Assurance" below.

1.8 TESTING AND INSPECTION LABORATORY SERVICES

- A. Selection and Payment:
1. Employment and payment for services of an Independent Testing and Inspection Laboratory to perform specified testing and inspection shall be by the Contractor.
 2. Owner Approval of Laboratories: All laboratory work performed under this Contract shall be done by a Laboratory approved by the Owner's representative, whether the laboratory is employed by the Contractor or by others, or is owned and operated by the Contractor. The basis of approval includes the following:
 - a. Laboratories performing work in connection with concrete, steel and bituminous material must conform to American Society for Testing and Materials (ASTM) E 329.
 - b. Laboratories performing work not in connection with concrete, steel and bituminous materials must conform to Sections 3 and 4 of ASTM E 329.
 3. Employment of Independent Testing and Inspection Laboratory in no way relieves the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents.
- B. Quality Assurance:
1. Comply with the requirements of ASTM C 802, ASTM C 1077, ASTM C 1093, ASTM D 3740, ASTM D 4561, ASTM E 329, ASTM E 543, ASTM E 699 and ASTM E 1691.
 2. Laboratory Staff: Maintain a full-time registered Engineer on staff to review the services provided.

3. Testing Equipment: Calibrated at reasonable intervals with devices of and accuracy traceable to either National Bureau of Standards or accepted values of natural physical constraints.

C. Laboratory Responsibilities:

1. Test samples of mixes submitted by the Contractor.
2. Provide qualified personnel at the Project Site. Cooperate with the Owner's representative and the Contractor in the performance of services.
3. Perform the specified sampling, testing and inspection of products in accordance with the specified standards.
4. Determine compliance of the materials and mixes with requirements of the Contract Documents.
5. Promptly notify the Contractor's Quality Control Representative and the Owner's representative of observed irregularities or non-conformance of work or products.
6. Perform additional tests as required by the Owner's representative.

1.9 CONTRACTOR'S FIELD INSPECTION AND TESTING

- A. Contractor: Test and inspect the work provided under this Contract to ensure that the work is in compliance with the Contract requirements. Required tests and inspections are indicated in the individual Specifications Sections.
- B. Preparatory Inspection: Performed prior to beginning the work and prior to beginning each segment of work and includes:
 1. Review of Contract requirements.
 2. Review of Shop Drawings and other submittal data after approval and return.
 3. Examination to assure that the materials and equipment conform to the Contract requirements.
 4. Examination to assure that the required preliminary or preparatory work is complete.

- C. Initial Inspection: Performed when a representative portion of each segment of the work has been completed, and includes:
 - 1. Performance of the required tests.
 - 2. Quality of the workmanship.
 - 3. Review for omissions and dimensional errors.
 - 4. Examination of products used, connections and supports.
 - 5. Approval or rejection of the inspected segment of work.
- D. Follow-Up Inspections: Performed daily and more frequently, as necessary, to ensure that non-complying work has been corrected.
- E. Testing and Inspection: Perform testing and inspection in accordance with requirements of the individual Specifications Sections.

1.10 CONTRACTOR'S WEEKLY REPORTS

- A. Submit weekly reports to the Owner's representative for days that work was performed. Include the following information:
 - 1. Contractor's name and address.
 - 2. Job reference and information.
 - 3. Date, weather, minimum and maximum temperatures, rainfall and other pertinent weather conditions.
 - 4. Daily workforce of the Contractor and subcontractors, by trade.
 - 5. Description of the work started, on-going work, and work completed by each subcontractor.
 - 6. Coordination implemented between the various trades.
 - 7. Approval of substrates received from various trades.
 - 8. Non-conforming and unsatisfactory items to be corrected.
 - 9. Remarks.

1.11 CONTRACTOR'S TESTING AND INSPECTION REPORTS

- A. Prepare and submit a written report of each test and inspection, signed by the Contractor's Quality Control Representative performing the inspection, within two (2) days after the day the inspection was made.
- B. Include the following on the written inspection reports:

1. Cover sheet prominently identifying that the inspection "CONFORMS" or "DOES NOT CONFORM" to the Contract Documents.
2. Date of the inspection and date of the report.
3. Project name, location, solicitation number and Contractor.
4. Names and titles of individuals making the inspection.
5. Description of the Contract requirements for inspection by referencing the Specifications Section.
6. Description of the inspection made, interpretation of the inspection results, and notification of significant conditions at the time of the inspection.
7. Requirements for follow-up inspections.

1.12 NON-COMPLIANCE CHECK-OFF LIST

- A. Maintain Check-Off List of work that does not comply with the Contract Documents, stating specifically what is non-complying, date the faulty work was originally discovered and the date the work was corrected. There is no requirement to report deficiencies corrected the same day the deficiency was discovered. Submit a copy of the Non-Compliance Check-Off List of non-complying work items on a weekly basis for review at the next Progress / Coordination Meeting.

1.13 COMPLETION AND INSPECTION OF WORK

- A. Prior to final acceptance by the Owner's representative, submit a certification signed by the Contractor stating that all work has been inspected and that all work, except as specifically noted, is complete and in compliance with the Contract Documents.
- B. Record Documents: By Contractor's Quality Control Representative. Ensure that "Record Documents" required by Section 01780 - Closeout Submittals, are marked to show any deviations made during construction and are kept current on a daily basis. Upon completion of the work, certify the accuracy of the "Record Documents" and submit to the Owner's representative.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01560

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 DEFINITIONS OF CONTAMINANTS

- A. Sediment: Soil and other debris that has been eroded and transported by runoff water.
- B. Solid Waste: Rubbish, debris, garbage, and other discarded materials resulting from industrial, commercial, and agricultural operations, and from community activities' such material having insufficient liquid content to be free flowing.
- C. Rubbish: A variety of combustible and noncombustible wastes such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings.
- D. Chemical Wastes: Includes salts, acids, alkalies, herbicides, pesticides, petroleum-derived products and organic chemicals.
- E. Sewage: Water-carried waste products from residences, public buildings, institutions or other buildings, including excrementitious or other discharge from the bodies of human beings or animals, together with such ground water infiltration and surface water as may be present.
- F. Garbage: Refuse and scraps resulting from preparation, cooling, dispensing, and consumption of food.
- G. Asbestos and Asbestos Materials: Asbestos means actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite. Asbestos materials means asbestos or any material containing asbestos such as asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing consigned for disposal. Friable asbestos material requires a Waste Disposal Permit. Submit one (1) copy of Guam Environmental Protection Agency (GEPA) permit or license which reflects such agency's approval of the disposal plan as being in compliance with their waste disposal regulations.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. Provide and maintain during the life of the contract, environmental protection as defined herein. Provide environmental protective measures as required to control pollution that develops during normal construction practice.
- B. Provide also environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with all federal and local statutes and regulations pertaining to environmental protection.

1.3 SUBMITTALS

- A. Environmental Protection Plan: Submit two (2) copies of the proposed Environmental Protection Plan to the Guam Environmental Protection Agency (GEPA) and two (2) copies to the Engineer for review and approval not later than 10 days after the receiving of the notice to proceed with work under the Contract. Review of the Plan by the Engineer and GEPA will be accomplished simultaneously. The Contractor shall not undertake earthwork until the Environmental Protection Plan has been approved by the Guam Environmental Protection Agency and the Engineer.
- B. Solid waste Disposal Permit: Submit one (1) copy of local permit or license which reflects Guam Environmental Protection Agency's (GEPA) approval of the disposal plan as being in compliance with their solid waste disposal regulations.

PART 2 - PRODUCT (None Required)

PART 3 - EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES: The natural resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their existing condition or restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the work schedule, drawings, and specifications.

- A. Land Resources: Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without special permission from the Engineer.
 - 1. Protection: Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction

operations. Remove displaced rocks from uncleared areas. Protect monuments, markers, and works of art.

- B. Repair or Restoration: Repair or restore to their original condition all trees or other landscape features scarred or damaged by the equipment or operations. Obtain approval of the repair or restoration from the Engineer prior to its initiation.
- C. Temporary Construction: At the conclusion of the project, obliterate all signs of temporary construction facilities such as work areas, stockpiles of excess or waste materials, and all other vestiges of construction.
- D. Water Resources: Perform all work in such a manner that any adverse environmental impact on water resources is reduced to a level acceptable to the Engineer.
- E. Oily and Other Hazardous Substances: Take special measures to prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water.

3.2 CONTROL AND DISPOSAL OF SOLID, CHEMICAL, AND SANITARY WASTES: Pick up solid waste and place in containers which are emptied on a regular schedule. The preparation, cooking, and disposing of food are strictly prohibited on the project site. Conduct handling and disposal of waste to prevent contamination of the site and other areas. On completion, leave areas clean and natural looking. Remove signs of temporary construction and activities incidental to construction of the permanent work in place.

- A. Disposal of Rubbish and Debris: Dispose of rubbish and debris in accordance with the requirements specified herein.

Remove rubbish and debris from the project site and dispose of it in compliance with federal and local requirements.

- B. Garbage Disposal: Place garbage in appropriate containers and transport such refuse to an approved landfill for disposal at least once per week. As an alternative, the Contractor may arrange for weekly pickup and disposal service either with the Owner of Guam or a privately-owned garbage collection service. The Contractor shall pay all fees associated with obtaining and maintaining garbage collection and disposal services.
- C. Sewage, Odor, and Pest Control: Dispose of sewage through connection to the public sewage system. Where such system is not available, use

chemical toilets or comparably effective units and periodically empty waste into the public sanitary sewage system. Include provisions for pest control and elimination of odors.

- D. Chemical Waste: Store chemical waste in corrosion resistant containers labeled to identify type of waste and date filled. Remove containers from the project site, and dispose of chemical waste in accordance with federal, state, and local regulations. For oil and hazardous material spills which may be large enough to violate federal and local regulations, notify the Engineer immediately and take measures as instructed by the Engineer, at no additional costs.
 - E. Petroleum Products: Conduct fueling and lubricating of equipment and motor vehicles in a manner that affords the maximum protection against spills and evaporation. Dispose of lubricants to be discarded and excess oil in accordance with approved procedures meeting federal and local regulations.
- 3.3 DUST CONTROL: Keep dust down at all times, including non-working hours, weekends, and holidays. Sprinkle or treat, with dust suppressors, the soil at the site, haul roads, and other areas disturbed by operations. No dry brooming is permitted. Instead use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing is permitted only for cleaning non-particulate debris, such as steel reinforcing bars. No sandblasting is permitted unless dust therefrom is confined. Only wet cutting of concrete blocks, concrete, and asphalt is permitted. No unnecessary shaking of bags is permitted where bagged cement, concrete mortar, and plaster is used.
- 3.4 NOISE: When available, make the maximum use of "low-noise emission products" as certified by Guam Environmental Protection Agency.

END OF SECTION

SECTION 01705
PROJECT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of requirements.
2. Prerequisites for Substantial Completion.
3. Closeout procedures.
4. Final cleaning.
5. Partial occupancy or use.
6. Prerequisites for final acceptance.
7. Default.

B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the work of this Section. Additional requirements and information necessary to complete the work of this Section may be found in other Documents.

1.2 DESCRIPTION OF REQUIREMENTS

A. Definitions: Closeout is hereby defined to include the general requirements near the end of the Contract Time in preparation for substantial completion, beneficial occupancy, final acceptance, and final payment.

1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General: Prior to requesting an Owner representative's inspection for certification of substantial completion (for either the entire work or portions thereof), complete the following:

1. Provide a list of incomplete items, reasons for being incomplete and a schedule for completion.
2. Obtain and submit releases enabling the Owner's full and unrestricted use of the work and access to services and utilities, including recorded Occupancy Permit(s), operating certificates, and similar releases.
3. Make final change-over of locks and transmit keys to the Owner. Advise the Owner's personnel of the change-over in security provisions.
4. Complete start-up and testing of equipment and systems including instruction of Owner's operations / maintenance personnel. Discontinue (or change-over)

and remove from the Project Site all temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

5. Place in good working order all equipment and systems, including but not limited to, all fire, mechanical, electrical and life safety systems.
 6. Submit manuals and other supporting documentation, as indicated in the Contract Documents.
 7. Complete final cleaning.
- B. Inspection Procedures: Upon receipt of the Contractor's request, the Owner=s representative will either proceed with the inspection or advise the Contractor of prerequisites not fulfilled. Following the initial inspection, the Owner=s representative will either prepare a Certificate of Substantial Completion, or advise the Contractor of work which must be performed prior to the issuance of a certificate. Repeat the inspection when requested and assured that the work has been substantially completed. Results of completed inspection will form the initial "punch-list" for final acceptance.

1.4 CLOSEOUT PROCEDURES

- A. At completion of the work of each subcontract or designated division of the work, conduct an initial inspection to verify completion of the work; prepare a list of work to be completed or corrected, and conduct a follow-up inspection to verify that the corrections have been made.
- B. Beneficial Occupancy:
1. When the Contractor considers the work, or a portion of the work which the Owner agrees to accept separately, is substantially complete, submit written certification to the Owner's representative stating that the Contract Documents have been reviewed, work has been inspected, the work is complete in accordance with the Contract Documents, and the work is ready for inspection.
 - a. Submit a list of items to be completed or corrected.
 - b. Complete and correct items on the list.
 - c. Failure to include an item on the list does not change the Contractor's responsibility to complete the work in accordance with the Contract Documents.
 - d. Submit Closeout Submittals to the Owner's representative.
 2. The Owner's representative will review the list and make an inspection to determine if the work, or designated portion of the work, is substantially complete.
 - a. The Contractor will be notified of items identified during inspection as not in accordance with the Contract Documents, whether they were included on the Contractor's list or not.
 - b. Contractor to complete and correct items on the list.

- c. Notify the Owner's representative that the items have been corrected and request re-inspection.
 3. The Owner's representative will re-inspect to determine if the work, or designated portion of the work, is substantially complete.
 4. When the work, or designated portion of the work, is substantially complete, the Owner's representative will notify the Contractor and document the Date of Beneficial Occupancy.
- C. Final Acceptance:
 1. The Contractor to submit written certification that the Contract Documents have been reviewed, work has been inspected, work is complete in accordance with the Contract Documents, and is ready for final inspection.
 2. The Owner=s representative will make an inspection to determine if the work of the Contract is complete.
 - a. The Contractor will be notified by the Owner=s representative of items identified during inspection as not in accordance with the Contract Documents, and not ready for final acceptance.
 - b. Contractor to complete and correct items on the list.
 - c. Contractor to notify Owner=s representative that items on the list have been corrected and request an inspection.
 3. When the work is complete, as determined by the Owner=s representative, the Owner=s representative will notify the Contractor and document the Date of Final Acceptance.

1.5 FINAL CLEANING

- A. Complete cleaning operations before requesting inspection for Substantial Completion for Final Acceptance or a portion of the Project.
- B. Provide final cleaning of the work consisting of cleaning each surface or unit of work to a normal "clean" condition expected from a first class building cleaning and maintenance program. Comply with the manufacturer's instructions for cleaning operations.
- C. Use cleaning materials and agents recommended by the manufacturer or fabricator of surfaces to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
 1. Remove tools, construction equipment, machinery and surplus materials from the Project Site.
 2. Remove temporary protection devices and facilities installed during construction.
 3. Clean the Project Site, yard and grounds, in areas disturbed by the construction activities, including landscape development areas. Remove rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean.

Remove petrochemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even textured surface.

4. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 5. Leave the entire Project Site clean and ready for occupancy.
- D. Engage an experienced licensed exterminator to make a final inspection, and rid the Project Site of rodents, insects, and other pests. Comply with regulations of the local authorities having jurisdiction.
- E. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the Project Site and dispose at a designated site, and in accordance with requirements of the local authorities having jurisdiction.

1.8 PARTIAL OCCUPANCY OR USE

- A. The Owner shall have the right to occupy or permit its employees, agents, representatives, or subcontractors to occupy any part or parts of the Project (to the extent that such work is not covered hereunder) and to install special Items, fixtures, furniture, appliances and equipment, notwithstanding that all work hereunder shall not have been completed at the time of such occupancy, provided, however, that:
1. The work completed in the part or parts to be occupied shall have been conditionally accepted by the Owner, in writing, specifying any claimed deficiencies in the work completed;
 2. The Owner assumes liability for utilities and the risk of loss with respect to the portion of the Project subject to such early occupancy; and
 3. Any such early occupancy shall not reasonably interfere with the Contractor's sequence for completing its work in the areas occupied or in other areas. The Contractor agrees to fully cooperate and coordinate its effort with such early "occupancy" of the Project under this paragraph, and shall give to the Owner prompt notice of any inconvenience, damage, or delay likely to arise from such early occupancy. Such early occupancy shall have no bearing on the commencement of warranty periods.

1.9 PREREQUISITES FOR FINAL ACCEPTANCE

- A. Prior to requesting final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following and list known exceptions in the request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted.
 2. Submit a dated final statement accounting for changes to the Contract Sum.
 3. Submit a certified copy of the final Punch List of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Owner's representative.

4. Submit final meter readings for temporary utilities per Specifications Section 01500 - Temporary Facilities, a measured record of stored fuel, and similar data as of the time of Substantial Completion or when the Owner took possession of and responsibility for corresponding elements of the work.
 5. Submit a consent of Surety to the release of final payment.
 6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the Owner.
 7. Submit Record Drawings, Record Product Data and Miscellaneous Record Submittals.
 8. Submit Warranties, workmanship / maintenance bonds, maintenance agreements, final certifications and similar documents.
 9. Submit compliance with mechanics liens laws.
- B. Re-inspection Procedure: Upon receipt of the Contractor's notice that the work has been completed, including Punch List items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, the Owner's representative will re-inspect the work. Upon completion of the re-inspection, the Owner's representative will either process final closeout documents or advise the Contractor of work not completed or obligations not fulfilled, as required for final acceptance.
- C. Final Payment, Liens and Punch List of Work: If at the time of Final Payment, any application or applications for mechanic's or materialmen's liens have been filed against the Project, the Owner may withhold an amount equal to two hundred percent (200%) of the amount of the claimed lien or liens until the liens are removed or the Contractor posts a bond or cash deposit discharging such liens. The Owner may also withhold from the final payment such amount as the Owner reasonably deems necessary to cover: 1) minor corrective work (Punch List items) until such corrective work has been completed by the Contractor, and 2) any remaining work the Contractor is required to perform under the Contract Documents. The amount withheld shall be two hundred percent (200%) of the value of the incomplete work as reasonably estimated by the Owner.

1.10 DEFAULT

- A. The Owner may declare the Contractor in default in accordance with and in the manner described in the General Conditions of the Contract for Construction for any of the following reasons:
1. Failure to complete the work within the Contract period or any extension thereof.
 2. Failure or refusal to comply with an order of the Owner or Architect within a reasonable time.
 3. Failure or refusal to remove rejected materials.
 4. Failure or refusal to perform anew any defective or unacceptable work.
 5. Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.

6. Failure to pay subcontractors and suppliers promptly.
7. Repeated failure to provide a qualified superintendent, competent workmen or subcontractors to carry out the work in an acceptable manner, or failure to prosecute the work according to the agreed schedule for completion.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01780
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Maintenance contracts.
 - 2. Operation and maintenance data.
 - 3. Product warranties.
 - 4. Project record documents.
 - 5. Extra materials.
- B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the work of this Section. Additional requirements and information necessary to complete the work of this Section may be found in other Documents.

1.2 MAINTENANCE CONTRACTS

- A. Provide Plant Maintenance as part of the work of this Contract as specified in Section 02930 - Exterior Plants.
- B. Provide Elevator Maintenance as part of the work of this Contract as specified in Section 14240 - Hydraulic Elevators.

1.3 OPERATION AND MAINTENANCE DATA

- A. Prepare instructions and data by personnel experienced in operation and maintenance of the described products and equipment.
- B. Format:
 - 1. Prepare data in the form of an instructional manual.
 - 2. Binders: Commercial quality, 8-1/2" x 11", three D, side ring binders with durable plastic covers; 2" maximum ring size. When multiple binders are used, correlate the data into related, consistent groupings.
 - 3. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify the title of the Project; identify the subject matter of the contents.
 - 4. Provide tabbed dividers for each separate product and system, with a typed description of the product and major component parts of equipment.
 - 5. Text: Manufacturer's published data, or typewritten data on 20 pound paper.

6. Drawings: Provide with reinforced punched binder tabs. Bind in with text; fold large drawings to the size of the text pages.
7. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - a. Part 1: Directory, listing the name, address, and telephone number of the Architect, Engineers, Contractor, subcontractor, and major equipment suppliers.
 - b. Part 2: Operations and maintenance instructions, arranged by system and subdivided by Specifications Section. For each category, identify the name, address, and telephone number of the subcontractor and suppliers. Identify the following:
 - 1) Significant design criteria.
 - 2) List of equipment.
 - 3) Parts list for each component.
 - 4) Operating instructions.
 - 5) Maintenance instructions for equipment and systems.
 - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - c. Part 3: Project documents and certificates, including the following:
 - 1) Shop Drawings and product data.
 - 2) Air and water balance reports.
 - 3) Certificates.
 - 4) Copies of Warranties.

C. Contents, Each Volume:

1. Table of Contents: Provide the title of the Project; name, address, and telephone number of the Architect, Engineer, subconsultant, and the Contractor with the name of the responsible party; schedule of products and systems, indexed to the content of the volume.
2. For Each Product or System: List the name, address and telephone number of subcontractor and suppliers, including the local source of supplies and replacement parts.
3. Product Data: Mark each sheet to clearly identify the specific products and component parts, and data applicable to the installation. Delete or do not include inapplicable information.

4. Drawings: Supplement product data to illustrate the relationship of component parts of equipment and systems, to show control and flow diagrams. Do not use the Project Record Documents as maintenance drawings.
 5. Typed Text: As required to supplement product data. Provide a logical sequence of instructions for each procedure, incorporating the manufacturer's instructions.
 6. Warranties: Bind in a copy of each.
 7. Lien Release: Include a copy from each subcontractor and major supplier.
- D. Manual for Materials and Finishes:
1. Building Products, Applied Materials, and Finishes: Include product data, with catalog numbers, sizes, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
 2. Instructions for Care and Maintenance: Include the manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
 3. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
 4. Additional Requirements: As specified in the individual product Specifications Sections.
 5. Provide a listing in the Table of Contents for design data, with a tabbed fly sheet and space for insertion of data.
- E. Manual for Equipment and Systems:
1. Each Item of Equipment and Each System: Include description of the unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
 2. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
 3. Include color coded wiring diagrams, as installed.
 4. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include any special operating instructions.
 5. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 6. Provide a servicing and lubrication schedule, and a list of lubricants required.

7. Include the manufacturer's published operation and maintenance instructions.
8. Include sequence of operation by the controls manufacturer.
9. Provide the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
10. Provide control diagrams by the controls manufacturer, as installed.
11. Provide the Contractor's coordination drawings, with color coded piping diagrams, as installed.
12. Provide charts of valve tag numbers, with the location and function of each valve, keyed to flow and control diagrams.
13. Provide a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
14. Include test and balancing reports, as specified.
15. Additional Requirements: As specified in the individual product Specifications Sections.
16. Provide a listing in the Table of Contents of design data, with tabbed dividers and space for insertion of additional data.

1.4 PRODUCT WARRANTIES

- A. Submit Warranties required for specific products or work, as specified in the individual Specifications Sections.
- B. Form of Submittals:
 1. Bind in commercial quality 8-1/2" x 11" three D, side ring binders with durable plastic covers.
 2. Cover: Identify each binder with the typed or printed title WARRANTIES with the title of the Project; name, address and telephone number of the Contractor and equipment supplier; and the name of the responsible company principal.
 3. Table of Contents: Neatly typed, in the sequence of the Project Manual, Table of Contents, with each item identified with a number and title of the Specifications Section in which specified, and the name of the product or work item.
 4. Separate each Warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets, as necessary. List the subcontractor, supplier, and manufacturer, with the name, address, and telephone number of the responsible principal.
- C. Preparation of Submittals:
 1. Obtain Warranties executed in duplicate by the responsible subcontractor, supplier, and manufacturer, within ten (10) days after completion of the applicable item of work. Except for items put into use with the Owner representative=s

approval, leave the date of the beginning of the warranty time until the Date of Final Acceptance has been determined.

2. Verify that the documents are in the proper form, contain complete information, and are notarized.
3. Co-execute submittals when required.
4. Retain Warranties until the time specified for submittal.

D. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with the Owner representative's approval, submit documents within ten (10) days after acceptance.
2. Make other submittals within ten (10) days after the Date of Substantial Completion, and prior to the final Application for Payment.
3. For items of work for which acceptance is delayed beyond the Date of Substantial Completion, submit within ten (10) days after acceptance.

1.5 PROJECT RECORD DOCUMENTS

A. Project Record Documents required include:

1. As-Built copies of the Contract Drawings.
2. Marked-up copies of the Shop Drawings.
3. Marked-up copies of the Specifications, addenda and Contract Modifications.
4. Marked-up product data submittals.
5. Field records for variable and concealed conditions.
6. Record information on work that is recorded only schematically.

B. Specific record copy requirements that expand the requirements of this Section are included in the individual Specifications Sections of Division 2 through Division 16.

C. Maintenance of Documents: Store the Record Documents in a field office apart from the Contract Documents used for construction. Do not permit the Project Record Documents to be used for construction purposes. Maintain and protect the Record Documents from damage in a clean, dry, legible condition. Make Documents available at all times for inspection by the Owner's representative.

D. Record (As-Built) Drawings:

1. During construction, maintain a set of blackline, white prints of the Contract Drawings and Shop Drawings for Project Record Document purposes.
 - a. Mark these Drawings to indicate actual installations where the installations vary from the installation originally shown. Give particular attention to information on concealed elements which would be difficult to identify or

measure and record later. Items required to be marked include but are not limited to:

- 1) Dimensional changes to the Drawings.
 - 2) Revisions to Details shown on the Drawings.
 - 3) Depth of foundations below the first floor.
 - 4) Locations and depths of underground utilities.
 - 5) Revisions to the routing of piping and conduits.
 - 6) Revisions to electrical circuitry.
 - 7) Actual equipment locations.
 - 8) Duct sizes and routing.
 - 9) Locations of concealed internal utilities.
 - 10) Changes made by Contract Modifications.
 - 11) Details not on the original Contract Drawings.
- b. Mark completely and accurately record on prints of the Contract Drawings or Shop Drawings, whichever is most capable of showing the actual physical conditions. Where Shop Drawings are marked, show a cross-reference on the Contract Drawings.
- c. Mark important additional information which was either shown schematically or omitted from the original Drawings.
- d. Note construction change directive numbers, alternate numbers, Change Order numbers, clarification numbers and similar identification.
- e. Responsibility for Markup and Supervision: Contractor Quality Control Representative, as specified in Section 01450 - Quality Control. Where feasible, the name of the individual or entity who obtained the record data, whether individual or entity is installer, subcontractor, or similar entity, is required to prepare mark-ups on the Record Drawings.
- 1) Accurately record information in an understandable Drawing technique.
 - 2) Record data as soon as possible after it has been obtained. In case of concealed installations, record and check mark-ups prior to concealment.
 - 3) Contractor Quality Control Representative: Affix signature and certify accuracy of the Record Drawings.
2. Preparation of As-Built Drawings: Immediately prior to the inspection for Final Acceptance, review the completed marked-up record Drawings with the Owner's representative. Prepare a full set of corrected Drawings of as-built conditions.

- a. Incorporate changes and additional information previously marked on the print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT AS-BUILT DRAWINGS" in a prominent location on each Drawing.
 - b. Refer instances of uncertainty to the Owner=s representative for resolution.
 - c. The Owner=s representative will make the original Contract Drawings available to the Contractor in electronic format .
 - d. The Contractor is responsible for printing the original Contract Drawings and other Drawings.
 - e. Review of Drawings: Before copying and distributing, submit corrected Drawings and the original marked-up prints to the Owner=s representative for review.
3. Copies and Distribution: After completing the preparation of As-Built Drawings, submit two (2) complete sets of the Drawings on reproducible vellum sheets (24" x 36"), and two (2) complete zip disks (100 mb AutoCAD). Place each set of Drawings in durable tube-type containers with end caps. Mark the end cap of each container with suitable identification. Mark the zip disks similarly.
 - a. Organize and bind the original marked-up set of prints that were maintained during construction in the same manner.

E. Record Specifications:

1. During the construction period, maintain one copy of the Project Specifications, including addenda and any modifications issued, for Project Record Document purposes.
 - a. Mark the Specifications to indicate actual installations where the installation varies from that indicated in the Specifications and modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.
 - 1) In each Specifications Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - 2) Record the name of the manufacturer, supplier and installer, and other information necessary to provide a record of the selections made and to document coordination with the Record Product Data submittals and Maintenance Manuals.
 - 3) Note the related Record Product Data, where applicable. For each principal product specified, indicate whether the Record Product Data has been submitted in a Maintenance Manual instead of submitted as Record Product Data.

3. Upon completion of the mark-up, submit Record Specifications to the Owner=s representative.

F. Record Product Data:

1. During construction, maintain one (1) copy of each Product Data submittal for Project Record Document purposes.
 - a. Mark the Product Data to indicate the actual product installation where the installation varies from that indicated in the Product Data submitted. Include significant changes in the product delivered to the Project Site, and changes in the manufacturer's instructions and recommendations for installation.
 - b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - c. Note related Contract Modifications and mark-up of Record Drawings, where applicable.
 - d. Upon completion of the mark-up, submit a complete set of the Record Product Data to the Owner=s representative with an index of all product data cross-referenced wo submittal numbers.
 - e. Where the Record Product Data is required as part of the Maintenance Manuals, submit the marked-up Product Data as an insert in the Manual instead of submittal as Record Product Data.

G. Additional Record Submittals:

1. Refer to other Specifications Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Final Acceptance, complete additional records and place in order, properly identified and bound or filed, ready for use and reference. Submit to the Owner=s representative.
 - a. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
 - 1) Field records of excavations and foundations.
 - 2) Field records of underground construction and similar work.
 - 3) Survey showing locations and elevations of underground lines.
 - 4) Invert elevations of drainage piping.
 - 5) Surveys establishing building lines and levels.
 - 6) Authorized measurements utilizing unit prices or allowances.
 - 7) Records of plant treatment.
 - 8) Ambient and substrate condition tests.

- 9) Certifications received in lieu of labels on bulk products.
- 10) Batch mixing and bulk delivery records.
- 11) Testing and qualification of tradesmen.
- 12) Documented qualifications of installation firms.
- 13) Load and performance testing.
- 14) Inspections and certifications by governing authorities.
- 15) Leakage and water-penetration tests.
- 16) Fire resistance and flame spread test results.
- 17) Final inspection and correction procedures.

1.6 EXTRA MATERIALS

- A. Provide products, spare parts, maintenance, and extra materials in the quantities specified in the individual Specifications Sections.
- B. Deliver to the Project Site and place in a location directed by the Owner's representative; obtain a receipt prior to final payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02050

DEMOLITION AND REMOVAL

PART 1 - GENERAL

- 1.1 PROCEDURES: Areas in which demolition and removal is to be accomplished shall be as indicated on the drawings either specifically or as a necessary or incidental part of the work. The procedures shall provide for the safe conduct of the work, careful removal and disposition of materials to be removed, protection of property, which is to remain undisturbed, and coordination with other work involved.
- 1.2 Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris from the project site daily; do not allow accumulations inside or outside the buildings. Store materials that cannot be removed daily in areas designated by the Engineer.
- 1.3 The Contractor shall submit his/her demolition and removal procedures to the Engineer for approval before work is started. Demolition plan shall include procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each and sequence of operation.
- 1.4 EXPLOSIVES: Use of explosives will not be permitted.
- 1.5 PROTECTION OF EXISTING STRUCTURES, UTILITIES AND OTHER ITEMS OF PROPERTIES: Existing structures, utilities, and other items of properties to remain shall be protected from damage during demolition and removal operation. Any damage to existing facilities, structures, utilities or other works shall be repaired by the Contractor, using materials equal to or better than those existing, all at the Contractor's expense.
- 1.6 In addition, the Contractor shall seek and obtain written clearances from all utility agencies of the Government of Guam, specifically DPW, GPA, GTA, GIAA, FAA, GWA, etc. prior to undertaking demolition/removal operations. As part of obtaining such clearances, the Contractor shall specifically request each utility agency to stake out the location of their utilities prior to undertaking any demolition or removal work.

PART 2 - PRODUCTS (None required)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. The work includes the removal of concrete foundations, pavements, fence post, fence fabrics, fencing components, rock stockpiles, and other items as indicated on the drawings or as required to accomplish the work. Miscellaneous items that will be a hindrance or hazardous to the work to be done shall be removed and disposed of as directed by the Engineer.

The removal of fence posts will be done as follows:

1. If new fence is in the same location of the existing, the existing fence post shall be cut flushed with the top of footing or ground (whichever applies). The pipe hole will filled with sand-cement mix.
 2. If new fence is "**not**" in the same location of the existing, the existing fence post and portion of foundation shall be cut 4" (minimum) below the existing adjacent ground surface. Holes or depressions resulting from removal shall be filled with top soil.
- B. Dust and Noise Control: The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the area and to avoid creation of a nuisance in surrounding areas. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding, or pollution. Noise associated with the demolition shall be controlled by proper selection of the equipment used, procedure selected, time of day, or day of the week the work is accomplished, to minimize adverse effects of the necessary noise on the every-day operations or activities of the Contractor.
- C. Notifications: Furnish timely notification of demolition work to the Engineer in writing 10 working days prior to the commencement of any demolition or removal work. This includes the removal of snake traps and warning signs that are installed along the existing Airport Operations Area (AOA) fence.
- D. Traffic Control Plan: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Engineer prior to beginning such work.
- E. Exiting Work: Protect existing work, which is to remain in place, be reused, or remain the property of the Owner. Repair items, which are to remain, and which are damaged during the performance of the work to their original or better condition or replace with new. Provide new supports and reinforcements to existing construction weakened by demolition or removal

work. Repairs, reinforcements, or structural replacements must have Engineer's approval.

- F. Relocations: Perform the removal and reinstallation of relocated items as indicated with the workmen skilled in the trades involved. Repair items to be relocated, which are damaged or replace damaged items with new undamaged items as approved by the Engineer.
- G. Title to Materials: Except where specified in other Sections, all material and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from the Owner property. Title to material resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures, and authorization by the Engineer to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.
- H. Salvage: The Contractor shall remove existing facilities, as necessary or as indicated; salvage usable materials as directed; store, transport, stockpile and/or protect it at the location designated. All salvaged materials shall be the property of the Owner.
- I. Disposition: Refuse resulting from demolition operations shall be hauled at the Contractor's expense to an approved disposal site(s) and shall be disposed of at the Contractor's expense in such a manner as to meet all applicable requirements, regulations and laws of the Owner of Guam regarding environmental protection, health, safety and public welfare. The Contractor may not dispose of such refuse by burning on the site of the project at any time.

In no case shall any material be left on the project, shoved onto abutting properties or areas, or be burned in embankments or trenches on the project.

Demolition and removal/disposal operations shall be carried out well in advance of construction operations so as to permit a well planned schedule of work.

- 3.2 CLEANUP: Upon completion of demolition and removal operations, the entire area shall be cleaned of all debris and rubbish in a manner satisfactory to the Engineer.

END OF SECTION

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

- 1.1 PROCEDURES: Areas in which clearing and grubbing is to be accomplished shall be as indicated on the drawings either specifically or as a necessary or incidental part of the work. The procedures shall provide for the safe conduct of the work, careful removal and disposition of materials to be removed, protection of property that is to remain undisturbed and coordination with other work involved.
- 1.2 EXPLOSIVES: Explosives shall not be used for clearing and grubbing work.
- 1.3 PROTECTION OF EXISTING STRUCTURES, UTILITIES AND OTHER ITEMS OF PROPERTIES: Existing structures, utilities, and other items of properties designated to remain not identified to be removed shall be protected from damage during clearing and grubbing.

In addition, the Contractor shall seek and obtain written clearances from utility agencies prior to undertaking clearing operations. Any damage to existing facilities, structures, utilities or other works shall be repaired by the Contractor, using materials equal to or better than those existing, all at the Contractor's expense.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 CLEARING: Clearing shall consist of the felling of trees and the satisfactory disposal of surface objects, trees, and other vegetation not designated to remain, including mowing, as required. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off six (6) inches below the existing ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Hedges shall be pulled or grubbed in such a manner as to assure complete and permanent removal. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work. Demolition is specified in the Section 02050 entitled "Demolition and Removal".
- 3.2 TREE REMOVAL: Trees not designated by the drawings or by the Engineer to remain shall be removed by cutting to 6 inches below the existing ground without removing stumps, unless otherwise required. The work shall include the felling and disposal of such trees.

- 3.3 **GRUBBING:** Grubbing shall consist of the removal and disposal of stumps, roots larger than three (3) inches in diameter, and matted roots from the area as affected by the proposed site improvements. This material, together with logs and other organic or non-perishable solid objects shall be excavated and removed to a depth of not less than eighteen (18) inches below the original soil surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract. Depressions made by grubbing shall be filled with suitable material and compacted in accordance with the requirements specified in Section 02201 entitled "Earthwork for Utilities and Structures" to make the surface conform with the original adjacent surface of the ground.
- 3.4 **DISPOSAL OF CLEARED AND GRUBBED MATERIALS:** All trees, shrub vegetation, and debris shall be removed from the project site and disposed of at an approved location. The Contractor shall make all necessary arrangements with property owners in writing as well as obtain required permits for the use of off-site disposal locations. Woody material may be disposed of by chipping. The wood chips may be used for mulch, slope erosion control or may be uniformly spread over selected areas as directed.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATIONS: In addition to the recommendations provided within the soils report, which is to be followed closely by the Contractor, the latest issues of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

A. American Society for Testing and Materials:

C 136 Sieve or Screen Analysis of Fine and Coarse Aggregates

D 1140 Amount of Material in Soils Finer than the No. 200 (75 micrometer) Sieve

D 1556 Density of Soil in Place by the Sand Cone Method

D 1557 Moisture Density Relations of Soils and Soil Aggregate Mixtures Using 10-lb. (4.54kg) Rammer and 18-in (457-mm) Drop

D 2419 Test for Sand Equivalent Value of Soils and Fine Aggregate

D 2487 Classification of Soils for Engineering Purposes

D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

D 3017 Moisture Content of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

D 4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils

1.2 Army Corps of Engineers Publications:

Army Corps of Engineers Manual EM-385-1-1

1.3 DESCRIPTION OF WORK

This Section covers all earthwork required for the GIAA Demolition and Remediation of Various Airport Facilities project, and other work necessary to complete the work as shown in the drawings.

In addition, this Section covers all earthwork required for restoration of damaged existing roads and driveways affected by the construction activities.

1.4 SUBMITTALS

A. Certified Test Reports: Submit certified test reports before starting work for the following:

1. Backfill tested in accordance with ASTM C136 and ASTM D2487.

1.5 DELIVERY AND STORAGE: Deliver and store materials in a manner to prevent contamination or segregation.

1.6 SOIL SUBSURFACE INVESTIGATIONS: Subsurface soil investigations report for this project may be examined or obtained at the office of the Chief Engineer, A.B. Won Pat Guam International Airport Authority upon request.

1.7 CRITERIA FOR BIDDING AND PREVAILING WORK CONDITIONS: Base bids on the following criteria and be fully prepared to work under the following prevailing conditions:

- A. Surface elevations are as indicated.
- B. Pipes, cables and/or other artificial obstructions in addition to those indicated will likely be encountered.
- C. Abandoned pipes or other artificial obstructions encountered are to be demolished and removed at the direction of the Engineer.
- D. Hard material in the form of concrete foundations, asphaltic-concrete pavement and coral rock will be encountered. Hard material is defined as solid rock, firmly cemented un-stratified masses, or conglomerate deposits possessing the characteristics of solid rock which can not ordinarily be removed without systematic drilling and blasting or use of special high impact rock-breaking equipment, and any boulder, masonry, or concrete except slabs, pavement, curbs and foundations, exceeding 1/2-cubic yard in volume.
- E. All earthworks are unclassified and that no special or additional compensation will be made for any class of excavation whatsoever, regardless of the type of material or quantity encountered. No extra

compensation will be made by reason of any misunderstanding or error on the part of the Contractor with regards to the site, the conditions thereof or the amount and kind of earthwork to be performed.

Prospective bidders are required to visit the project site prior to bidding.

1.8 PROTECTION OF EXISTING FACILITIES

Existing utilities and construction shall be protected from damage during earthwork operations. The Contractor shall seek and obtain written clearances from all utility agencies, both private and the Government of Guam, specifically DPW, GPA, GWA, GIAA, GTA, FAA, MCV, Air Force, Navy PWC, etc., prior to undertaking any earthwork operations. As part of obtaining such clearances, the Contractor shall specifically request each utility agency to stake out the location of their utilities prior to undertaking any excavation or filling work. In addition, the Contractor shall obtain and use as reference as-built drawings of existing utilities from all utility agencies that may have utilities at the project site. Any damages to existing facilities, public or private, shall be promptly repaired by the Contractor at no additional costs. Damages to existing facilities, structures, utilities or other works shall be repaired by the Contractor, using materials equal to or better than those existing, all at the Contractor's expense.

When directed by the Engineer, excavation near or around known utilities shall be by careful hand excavation. Hand excavation shall start at a reasonable distance from each side of the indicated obstruction and shall be continued until the obstruction is uncovered or until clearance for the new line is assured. The Contractor shall properly support all uncovered lines or other existing work as affected by the contract excavation.

Report to the Engineer any condition found, which is not indicated on or anticipated by the drawings and specifications and do not proceed with work in the affected area until a decision is rendered.

- 1.9 SAFETY REQUIREMENTS: Work on this project shall comply with OSHA requirements and conform to safety requirements set forth in Army Corps of Engineers Manual EM-385-1-1.

PART 2 - PRODUCTS

- 2.1 SOIL MATERIALS: In general, shall be free of debris, roots, wood scrap material, vegetable matter, refuse, soft unsound particles, deleterious, or objectionable materials.
- A. General Fill: Shall conform to the general requirements for soil materials and shall meet the following requirements:

1. Liquid Limit (minus #40 mesh material): Not more than 35.
2. Plasticity Index: Not more than 15.
3. Material passing No. 200 mesh sieve: 25 percent maximum.
4. Maximum particle size (in any dimension): 5 inches

On-site excavated materials or materials obtained from designated borrow areas meeting the above requirements may be used.

- C. **Unsuitable Materials:** In general, unsuitable materials consist of soft soils that cannot meet the compaction requirements after reconditioning by approved methods, and of other objectionable materials.
- D. **Material Sources:** The Contractor shall be responsible for procuring materials from sources approved by the Engineer. Unless otherwise indicated by the drawings, all borrow or imported materials for earthwork shall be obtained from approved sources off site. Materials shall be selected, mixed and or blended thoroughly to conform to the required specifications for each class of material and stored in stockpiles that are segregated from other materials.

Representative samples of each stockpile must be taken by the Independent Laboratory employed by the Contractor in the presence of the Engineer or his authorized representative. No material shall be used in the work or placed in any other location on the project site without the written approval of the Engineer.

All clearing, grubbing, quarrying, crushing, hauling, mixing or blending and other work related or incidental to the importation or processing of materials shall be at the Contractor's expense.

PART 3 - EXECUTION

3.1 GENERAL

- A. **Demolition and Removal:** Shall be as specified in Section 02050, entitled "Demolition and Removal".
- B. **Removal of Unsuitable Material:** Remove soil, muck, rubbish, debris and other unsuitable material at and under areas designated for construction.
- C. **Excavation:** This work shall consist of excavation, disposal and/or compaction of all materials of whatever character encountered within the limits of the work and which is necessary for the construction of improvements in accordance with the grades, thicknesses and typical cross sections shown on the drawings or established by the Engineer. Suitable materials removed from the excavation may be used as far as practicable in the formation of embankment, subgrade, bedding, and backfill for structures and pipes,

and for other purposes shown on the drawings or as directed.

- D. Filling (Placement of Fill and Embankment): Filling in areas indicated on the drawings shall consist of placing and compacting of approved material on approved subgrade, including the placing and compacting of fill material in areas where unsuitable materials have been removed, holes, pits, and other depressions within the project area.
- E. Dewatering: Include in dewatering the collection and disposal of all forms of surface and subsurface water that may be encountered in the course of construction.

3.2 REQUIREMENTS FOR GRADING

- A. Preparation for Grading: Prior to beginning excavation, grading, and filling work in any area, perform all necessary demolition and removal and clearing and grubbing work in that area in accordance with Section 02050, entitled "Demolition and Removal" and Section 02102, entitled "Clearing and Grubbing".

Where filling below sub-grade is to be made, all sod and vegetable matter, and unsuitable materials shall be removed from the surface upon which the fill is to be placed, and the cleared surface shall be completely broken up by plowing, scarifying, or stripping to a minimum depth of 6 inches and compacted as per Subparagraph 3.2(F).

- B. Utilization of Excavated Materials: All suitable material removed from excavation shall be used as far as practicable in the formation of the embankment, filling, sub-grade, and backfill for structures, and for other purposes shown on the drawings or as directed. Only approved materials shall be used in the construction of embankments and backfills. All unsuitable material shall be properly disposed of at the Contractor's expense at designated and/or approved disposal areas.

All excess materials, including rock and boulders that cannot be used in fill areas shall be disposed of as directed by the Engineer on or off the project site at the Contractor's expense. Material encountered in the excavation and determined by the Engineer as suitable for topping or fill, or other purposes shall be conserved and utilized as directed.

- C. Drainage Ditches and Swales: If any drainage ditches and swales required or to be restored after construction shall conform to the slope, grade, and shape of the required cross-section, with no projections of roots, stumps, rock or similar matter. The Contractor shall maintain and keep open and free from leaves, sticks, and other debris all ditches dug by him until final acceptance of the work.

- D. **Removal of Unsuitable Material:** The Contractor shall not excavate beyond the dimensions and elevations established, except where unsuitable materials are encountered in the sub-grade. Where unsuitable materials are encountered, such material shall be removed to a depth required to obtain a dense, unyielding sub-grade as determined by the Engineer. The excavation shall then be backfilled with general fill compacted as required in this Section. If the bottom of excavation is too soft for placing compacted general fill, crushed rock shall be used for backfill in lieu of general fill.
- E. **Placing General Fill:** Unless otherwise permitted by the Engineer, fills and backfills shall not contain mulch, roots, sod, or other deleterious matter.

Rocks, broken concrete, or other solid, bulky materials shall not be placed in embankments areas where piling is to be placed or driven.

Fill material shall be placed in horizontal layers not exceeding 10 inches (loose measurement) and shall be compacted as specified before the next layer is placed, except as otherwise directed by the Engineer. Effective spreading equipment shall be used on each lift to obtain uniform thickness prior to compacting. As the compaction of each layer progresses, continuous leveling and manipulating will be required to assure uniform density. Water shall be added or removed, if necessary, in order to obtain the required density.

Removal of water shall be accomplished through aeration by plowing, blading, disking, or other methods satisfactory to the Engineer. Hauling equipment shall be dispersed uniformly over the entire surface of the previously constructed layer to minimize rutting or uneven compaction.

- F. **Compaction:** Unless otherwise indicated on the drawings or in the other sections of these specifications, the Contractor shall compact the material placed in all general fill layers, sub-grade and the material scarified to the designated depth below sub-grade in cut sections, until a uniform density of not less than 95 percent of the maximum determined by ASTM D1557.

3.3 RESTORATION

All disturbed work, including grassing, planting strips, pavements, etc., shall be restored to their original condition or better. Replacement materials shall be subject to the approval of the Contracting.

All remaining work that will be exposed shall have all damaged unfinished areas, or defects caused by the removal and preparatory work completely repaired, patched or filled in as required to match the adjoining existing surfaces. Where the method of repair work is not indicated or specified, the Contractor shall perform the repair

work in accordance with the best recognized workmanlike procedure for the area and the surrounding construction involved, subject to the approval of the Engineer.

3.4 FIELD SAMPLING AND TESTING

- A. Samples: Submit one 50-pound composite sample for fill or backfill material taken from one source or from excavated materials of a similar, uniform character. Samples in the number directed, shall be submitted whenever the source or character of the material changes. Where imported material is used, a sample shall be taken which is representative of each source. Samples shall be placed in a clean container, which shall be fastened to prevent loss of material, and tagged for identification. The tag shall contain the following information:

Contract No.:	Source:
Sample No.:	Intended Use:
Date of Sample:	Sampler:

- B. Tests: Fill and backfill shall be tested in accordance with ASTM C136 and for conformance to ASTM D2419, and D2487 gradation limits. Test fill and backfill for material finer than the No. 200 sieve in accordance with ASTM D1140. Test fill and backfill for liquid limit in accordance with ASTM D423 and for plasticity index in accordance with ASTM D424. Test fill and backfill materials for moisture density relations in accordance with ASTM D1557 Method D. Perform one (1) of each of the required tests for each material used when directed by the Engineer.

Provide additional tests as specified above for each source change. Perform density tests in randomly selected locations and in accordance with ASTM D1556 or D2922 as follows: One test per 2,000 square feet in each layer of lift on fill areas or per 2,000 square feet of sub-grade area in cut; one test per layer of lift per 500 linear feet of utility trench, or per utility trench section, whichever is less.

Determine moisture content of soil material in place in accordance with ASTM D3017 as follows: One test per 2,000 square feet in each layer of lift at fill areas or one test per layer of lift per 500 linear feet of utility trench, or per utility trench section, whichever is less. A change in testing frequency or other requirements may be effected only upon the written approval of the Engineer.

END OF SECTION

SECTION 02201

EARTHWORK FOR UTILITIES

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATIONS: The latest issues of the publications listed below referred to thereafter by basic designation only, as a part of this specification to the extent indicated by references thereto.

A. American Society for Testing and Materials (ASTM) Publications:

C136 Method for Sieve Analysis of Fine and Coarse Aggregates.

D1556 Test Method for Density of Soil in Place by the Sand-Cone Method.

D1557 Moisture-Density Relations of Soils Using 10-lb. Rammer and 18 inch Drop.

D2922 Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.2 QUALITY CONTROL: The Quality Control provisions of Division 1, Section 01400 applies to this section. All approvals except those required for field installations, field applications, and field tests shall be obtained before construction is started and before delivery materials or equipment to the project site.

1.3 DESCRIPTION OF WORK: This Section covers all earthworks required for construction of GIAA Demolition and Remediation of Various Airport Facilities project, as shown on the drawings.

1.4 SUBMITTALS:

A. Certified Test Reports: Before delivery of materials and equipment, four (4) certified copies of the reports of all tests required in referenced publications or specified herein shall be submitted for review and approval by the Engineer. The testing shall have been performed in a laboratory meeting the requirements specified. The testing shall have been performed within three (3) years of submittal of the reports for approval. Test reports shall be accompanied by notarized certificates from the manufacturer certifying that the tested material and equipment is of the same type, quality manufacture,

and make as that proposed to be supplied.

- B. Dewatering Plan (If Applicable): Before commencing earthwork operation, four (4) copies of the proposed dewatering plan shall be submitted to the Engineer for review and approval. Dewatering plan shall include provisions for the control of all forms of surface and subsurface water that may be encountered during construction.

1.5 DELIVERY AND STORAGE: Materials shall be delivered to and stored at the site in a manner, which will maintain different materials in segregated piles and preclude the introduction of deleterious materials.

1.6 ENVIRONMENTAL PROTECTION

- A. Environmental Protection: All work and Contractor operations shall comply with the requirements specified in Section 01560, entitled "Environmental Protection".

- B. Protection of Utility Lines: Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and trenching and that are to remain, shall be protected from damage during excavation, trenching and backfilling, and if damaged, shall be repaired as directed by the Engineer at the Contractor's expense.

- C. Blasting: Use of explosives will not be permitted. Remove material by drilling and use of jacks or feathered wedges, or the use of backhoe-mounted pneumatic hole punchers or rock breakers, or as approved by the Engineer.

1.7 SOIL BORING LOGS AND SUBSURFACE INVESTIGATIONS: Subsurface soil investigations report for other projects near the project site may be examined or obtained at the office of the Chief Engineer, A.B. Won Pat Guam International Airport Authority upon request.

1.8 PROTECTION OF EXISTING UTILITIES/FACILITIES: Existing utilities and facilities shall be protected from damage during excavation operations. The Contractor shall seek and obtain written clearances from utility agencies prior to undertaking any excavation operations. As part of obtaining such clearances, the Contractor shall specifically request to stake out the location of each utility prior to undertaking any excavation or filling work. Any damages to existing facilities shall be promptly repaired by the Contractor at his own expense.

When directed by the Engineer, excavation near or around known utilities shall be by careful hand excavation. Hand excavation shall start at a reasonable distance

from each side of the indicated obstruction and shall be continued until the obstruction is uncovered or until clearance for the new line is assured. The Contractor shall properly secure all uncovered lines or other existing work as affected by the contract excavation.

- 1.9 SAFETY REQUIREMENTS: Work on this project shall comply with OSHA requirements and conform to safety requirements set forth in Army Corps of Engineers Manual EM-385-1-1.
- 1.10 CRITERIA FOR BIDDING AND PREVAILING WORK CONDITIONS: Refer to Paragraph 1.6 of Section 02200 of these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General Fill: Refer to Paragraph 2.1A of Section 02200 of this specification.
- B. Select Fill: Material for select fill shall be coral limestone or basalt, free of objectionable materials and of fragments no larger than three (3) inches in any dimension. Material shall meet the following requirements:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
3 inches	100
No. 4	10 - 100
No. 200	8 - 25

Liquid Limit = 25 maximum
Plasticity Index = 6 maximum

- 2.2 TOPSOIL: Material from the areas to be excavated or graded which are suitable for topsoil, shall be deposited in piles separate from other excavated material. Piles of topsoil shall be located so that the material can be used readily for the finished surface grading: topsoil shall be protected and maintained until needed. Any surplus of topsoil shall be stockpiled as directed by the Engineer. When used for finished surface grading, topsoil shall be spread uniformly over the areas indicated.
- 2.3 The Contractor shall provide additional topsoil from approved sources off the site, if stockpiled top soil material is insufficient to complete the work indicated.

PART 3 - EXECUTION

- 3.1 **LOCATION OF EXISTING UNDERGROUND UTILITY LINES:** Location of existing water, sewer, electrical, telephone, television, and storm drain lines are approximate and may vary in the field; the Contractor shall be responsible for verifying the exact location of these utilities by using suitable detecting devices and shall exercise caution during operations to avoid damage to these utilities. The Contractor shall not commence any grading, digging, and excavation works until all existing utilities at or near the proposed fence lines are located or verified in the field.
- 3.2 **EXCAVATING, BACKFILLING, COMPACTION, AND GRADING**
- A. **General:** Excavations shall be carried to grades and dimensions indicated or necessary. Excavations shall be kept free from water while construction is in progress. The bottom of the trench excavation shall be compacted to 90 percent ASTM D1557. Soft soil or unsuitable material encountered at bottom of excavation shall be removed to the depth and replaced with suitable material necessary to obtain the required compaction. The excavation shall then be backfilled with general or select fill compacted to 95 percent. All additional work of this nature shall be at the Contractor's expense.
- B. **Grading:** The Contractor shall perform all grading in the areas so indicated. Fill shall be brought to finished grades indicated within a one-tenth (1/10) of a foot and shall be graded to drain water away from structures. Grades under areas to receive topsoil shall be brought to acceptable elevation.
- C. **Disposition of Surplus Material:** Surplus material not required for filling, backfilling, or grading and other material shall be wasted by disposition in the area indicated or hauled at the Contractor's expense to an approved disposal site in compliance with federal and local requirements.
- D. **Compaction:** Unless otherwise indicated on the drawings or in the other sections of these specifications, the Contractor shall compact the material placed in all general fill layers, sub-grade and the material scarified to the designated depth below sub-grade in cut sections, until a uniform density of not less than 95 percent of the maximum dry density as determined by ASTM D1557.
- 3.3 **DEWATERING (If Applicable): Dewatering During Construction:** Dewaterings shall include the control of all forms of surface and subsurface water that may be encountered in the course of construction.

3.4 CUTTING EXISTING PAVEMENTS: Saw cut with neat, parallel, straight lines, one foot wider than trench width on each side, or as indicated in the drawings. When saw cut is within three (3) feet of an existing pavement, joint, remove them to the existing joint.

3.5 FIELD SAMPLING AND TESTING

A. Sampling: All sampling shall be conducted by the Contractor at his expense. A 50-lb. sample of bedding material shall be taken at every five hundred (500) cubic yards for sieve analysis of aggregate. Duplicate samples shall be provided to the Engineer on an average of one sample a month. The duplicate samples shall be taken at the same time and in the same manner.

B. Sample Identification: Each sample shall be contained in a clean container which shall be securely fastened to prevent loss of material. Each sample shall be tagged for identification. The tag shall contain the following information:

Contract No.:	Sampler:
Sample No.:	Source:
Date of Sample:	Intended Use:
Quantity:	For Testing:

C. Testing: All testing shall be conducted by the Contractor as specified herein at the Contractor's expense.

1. Select Fill Testing: Gradation test shall be made on each sample in accordance with ASTM C136.

2. Compaction Testing: Compaction shall be made in randomly selected locations in accordance with ASTM D1556 or ASTM D2922 as follows:

<u>Material</u>	<u>Test Frequency</u>
Select Fill Material	1 per lift per 2,500 sq. ft.

The Engineer may reduce, at his discretion the Sampling and Testing frequency if he is assured that quality control is being carefully observed.

END OF SECTION

SECTION 02810

TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 REFERENCES

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

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)

- A. IATA DGR(2004) Dangerous Goods Regulations

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

- A. 40 CFR 261 Identification and Listing of Hazardous Waste
- B. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
- C. 40 CFR 263 Standards Applicable to Transporters of Hazardous Waste
- D. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- E. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- F. 40 CFR 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
- G. 40 CFR 268 Land Disposal Restrictions
- H. 40 CFR 270EPA Administered Permit Programs: The Hazardous Waste Permit Program
- I. 40 CFR 300 National Oil and Hazardous Substances Pollution Contingency Plan
- J. 40 CFR 302 Designation, Reportable Quantities, and Notification
- K. 40 CFR 61 National Emission Standards for Hazardous Air Pollutants
- L. 49 CFR 107 Hazardous Materials Program Procedures
- M. 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
- N. 49 CFR 173 Shippers - General Requirements for Shipments and Packagings
- O. 49 CFR 178 Specifications for Packagings

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

On-site Hazardous Waste Management

Prior to start of work, a plan detailing the manner in which hazardous wastes shall be managed. Written documentation of weekly hazardous waste inspections shall be submitted on a monthly basis.

Recordkeeping

Information necessary to file state annual or EPA biennial reports for all hazardous waste transported, treated, stored, or disposed of under this contract. The Contractor shall not forward these data directly to the regulatory agency but to the Contracting Officer at the specified time. The submittal shall contain all the information necessary for filing of the formal reports in the form and format required by the governing Federal or state regulatory agency. A cover letter shall accompany the data to include the contract number, Contractor name, and project location.

Spill Response

In the event of a spill or release of a hazardous substance (as designated in 40 CFR 302), or pollutant or contaminant, or oil (as governed by the Oil Pollution Act (OPA), 33 U.S.C. 2701 et seq.), the Contractor shall notify the Contracting Officer immediately. If the spill exceeds a reporting threshold, the Contractor shall follow the pre-established procedures for immediate reporting to the Contracting Officer.

Exception Reports

In the event that a manifest copy documenting receipt of hazardous waste at the treatment, storage, and disposal facility is not received within 35 days of shipment initiation, the Contractor shall prepare and submit an exception report to the Contracting Officer within 37 days of shipment initiation. In the event that a manifest copy documenting receipt of PCB waste at the designated facility is not received within 35 days of shipment initiation, the Contractor shall prepare and submit an exception report to the Contracting Officer within 37 days of shipment initiation.

Packaging Notifications

In accordance with 49 CFR 178.2(c), the Contractor shall acquire the appropriate notifications from the package manufacturers or any other persons certifying compliance with the packaging provisions and provide these to the Government.

Certification

Copies of the current certificates of registration required by 49 CFR 107, Subpart G issued to the Contractor and/or subContractors or written statements certifying exemption from these requirements.

Transportation and Disposal Coordinator

Transportation and Disposal Coordinator qualifications including proof of at least one year specialized experience in management and transportation of hazardous wastes; proof of current Department of Transportation Hazardous Materials Training Certification; and, where applicable, proof of IATA DGR.

Training

Documentation that employees preparing or transporting hazardous materials have been trained, tested, and certified per 49 CFR 172, Subpart H, including general security awareness requirements and where applicable, site-specific security plan requirements.

EPA Off-Site Policy

A letter certifying that EPA considers the facilities to be used for all off-site disposal to be acceptable in accordance with the Off-Site policy in 40 CFR 300, Section .440. This certification shall be provided for wastes from Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 et seq., sites as well as from Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., responses. See Attachment A, sample certification, at the end of this section.

Certificates of Disposal

Certificates documenting the ultimate disposal, destruction or placement of hazardous wastes, chlordane/lead contaminated soil, and/or asbestos within 180 days of initial shipment. Receipt of these certificates will be required for final payment.

Shipping Documents and Packagings Certification

All transportation related shipping documents to the Contracting Officer, including draft hazardous waste manifests draft asbestos waste shipment records, for review a minimum of 14 days prior to anticipated pickup. Packaging assurances shall be furnished prior to transporting hazardous material; land disposal restriction notifications asbestos waste shipment records shall be furnished when shipments are originated; and "receipt copies" of hazardous waste manifests, PCB manifests and asbestos waste shipment records at the designated disposal facility shall be furnished not later than 35 days after acceptance of the shipment.

Waste Minimization

Written certification that waste minimization efforts have been undertaken to reduce the volume and toxicity of waste to the degree economically practicable and that the method of treatment, storage, or disposal selected minimizes threats to human health and the environment.

1.3 QUALIFICATIONS

1.3.1 Transportation and Disposal Coordinator

The Contractor shall designate, by position and title, one person to act as the Transportation and Disposal Coordinator (TDC) for this contract. The TDC shall serve as the single point of contact for all environmental regulatory matters and shall have overall responsibility for total environmental compliance at the site including, but not limited to, accurate identification and classification of hazardous waste and hazardous materials; determination of proper shipping names; identification of marking, labeling, packaging and placarding requirements; completion of waste profiles, hazardous waste manifests, asbestos waste shipment records, PCB manifests, bill of lading, exception and discrepancy reports; and all other environmental documentation. The TDC shall have, at a minimum, one year of specialized experience in the management and transportation of hazardous waste and have been Department of Transportation certified under 49 CFR 172, Subpart H.

1.3.2 Training

The Contractor's hazardous materials employees shall be trained, tested, and certified to safely and effectively carry out their assigned duties. The Contractor's employees transporting hazardous materials or preparing hazardous materials for transportation, including samples, shall be trained, tested, and certified in accordance with 49 CFR 172, Subpart H, including security awareness and any applicable security plans.

1.3.3 Certification

The Contractor and/or sub-Contractors transporting hazardous materials shall possess a current certificate of registration issued by the Research and Special Programs Administration (RSPA), U.S. Department of Transportation, when required by 49 CFR 107, Subpart G.

1.4 LAWS AND REGULATIONS REQUIREMENTS

Work shall meet or exceed the minimum requirements established by Federal, state, and local laws and regulations which are applicable. These requirements are amended frequently and the Contractor shall be responsible for complying with amendments as they become effective. In the event that compliance exceeds the scope of work or conflicts with specific requirements of the contract, the Contractor shall notify the Contracting Officer immediately.

1.5 DEFINITIONS

a. Hazardous Material. A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Appendix Section 1801 et seq. The term includes materials designated as hazardous materials under the provisions of 49 CFR 172, Sections .101 and .102 and materials which meet the defining criteria for hazard classes and divisions in 49 CFR 173. EPA designated hazardous wastes are also hazardous materials.

b. Hazardous Waste. A waste which meets criteria established in RCRA or specified by the EPA in 40 CFR 261 or which has been designated as hazardous by a RCRA authorized state program.

PART 2 PRODUCTS

2.1 MATERIALS

The Contractor shall provide all of the materials required for the packaging, labeling, marking, placarding and transportation of hazardous wastes and hazardous materials in conformance with Department of Transportation standards. Details in this specification shall not be construed as establishing the limits of the Contractor's responsibility.

2.1.1 Packagings

The Contractor shall provide bulk and non-bulk containers for packaging hazardous materials/wastes consistent with the authorizations referenced in the Hazardous Materials Table in 49 CFR 172, Section.101, Column 8. Bulk and non-bulk packaging shall meet the corresponding specifications in 49 CFR 173 referenced in the Hazardous Materials Table, 49 CFR 172, Section .101. Each packaging shall conform to the general packaging requirements of Subpart B of 49 CFR 173, to the requirements of 49 CFR 178 at the specified packing group performance level, to the requirements of special provisions of column 7 of the Hazardous Materials Table in 49 CFR 172, Section .101, and shall be compatible with the material to be packaged as required by 40 CFR 262. The Contractor shall also provide other packaging related materials such as materials

used to cushion or fill voids in overpacked containers, etc. Sorbent materials shall not be capable of reacting dangerously with, being decomposed by, or being ignited by the hazardous materials being packaged. Additionally, sorbents used to treat free liquids to be disposed of in landfills shall be non-biodegradable as specified in 40 CFR 264, Section .314. In addition, packaging notifications will be provided to the Government per 49 CFR 172, Section .178.2(c) regarding type and dimensions of closures, including gaskets, needed to satisfy performance test requirements.

2.1.2 Markings

The Contractor shall provide markings for each hazardous material/waste package, freight container, and transport vehicle consistent with the requirements of 49 CFR 172, Subpart D and 40 CFR 262, Section.32 (for hazardous waste) 40 CFR 61, Section .149(d) (for asbestos) . Markings shall be capable of withstanding, without deterioration or substantial color change, a 180 day exposure to conditions reasonably expected to be encountered during container storage and transportation.

2.1.3 Labeling

The Contractor shall provide primary and subsidiary labels for hazardous materials/wastes consistent with the requirements in the Hazardous Materials Table in 49 CFR 172, Section .101, Column 6. Labels shall meet design specifications required by 49 CFR 172, Subpart E including size, shape, color, printing, and symbol requirements. Labels shall be durable and weather resistant and capable of withstanding, without deterioration or substantial color change, a 180 day exposure to conditions reasonably expected to be encountered during container storage and transportation.

2.1.4 Placards

For each off-site shipment of hazardous material/waste, the Contractor shall provide primary and subsidiary placards consistent with the requirements of 49 CFR 172, Subpart F. Placards shall be provided for each side and each end of bulk packaging, freight containers, transport vehicles, and rail cars requiring such placarding. Placards may be plastic, metal, or other material capable of withstanding, without deterioration, a 30 day exposure to open weather conditions and shall meet design requirements specified in 49 CFR 172, Subpart F.

2.1.5 Spill Response Materials

The Contractor shall provide spill response materials including, but not limited to, containers, adsorbent, shovels, and personal protective equipment. Spill response materials shall be available at all times in which hazardous materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of material being handled.

2.2 EQUIPMENT AND TOOLS

The Contractor shall provide miscellaneous equipment and tools necessary to handle hazardous materials and hazardous wastes in a safe and environmentally sound manner.

PART 3 EXECUTION

3.1 ON-SITE HAZARDOUS WASTE MANAGEMENT

These paragraphs apply to Government owned waste only. Contractors are prohibited by 10 U.S.C. 2692 from storing Contractor owned waste on site for any length of time. The Contractor

shall be responsible for ensuring compliance with all Federal, state, and local hazardous waste laws and regulations and shall verify those requirements when preparing reports, waste shipment records, hazardous waste manifests, or other documents. The Contractor shall identify hazardous wastes using criteria set forth in 40 CFR 261 or all applicable state and local laws, regulations, and ordinances. When accumulating hazardous waste on-site, the Contractor shall comply with generator requirements in 40 CFR 262 and any applicable state or local law or regulations. On-site accumulation times shall be restricted to applicable time frames referenced in 40 CFR 262, Section.34 . Accumulation start dates shall commence when waste is first generated (i.e. containerized or otherwise collected for discard). The Contractor shall only use containers in good condition and compatible with the waste to be stored. The Contractor shall be responsible for ensuring containers are closed except when adding or removing waste. The Contractor shall be responsible for immediately marking all hazardous waste containers with the words "hazardous waste" and other information required by 40 CFR 262, Section.32 as soon as the waste is containerized. An additional marking shall be placed on containers of "unknowns" designating the date sampled, and the suspected hazard. The Contractor shall be responsible for inspecting containers for signs of deterioration and shall be responsible for responding to any spills or leaks. The Contractor shall inspect all hazardous waste areas weekly and shall provide written documentation of the inspection. Inspection logs shall contain date and time of inspection, name of individual conducting the inspection, problems noted, and corrective actions taken.

3.1.1 Hazardous Waste Classification

The Contractor, in consultation with the Contracting Officer, shall identify all waste codes applicable to each hazardous waste stream based on requirements in 40 CFR 261 or any applicable state or local law or regulation. The Contractor shall also identify all applicable treatment standards in 40 CFR 268 and state land disposal restrictions and shall make a determination as to whether or not the waste meets or exceeds the standards. Waste profiles, analyses, classification and treatment standards information shall be submitted to Contracting Officer for review and approval.

3.1.2 Management Plan

The Contractor shall prepare a plan detailing the manner in which hazardous wastes will be managed and describing the types and volumes of hazardous wastes anticipated to be managed as well as the management practices to be utilized. The plan shall identify the method to be used to ensure accurate piece counts and/or weights of shipments; shall identify waste minimization methods; shall propose facilities to be utilized for treatment, storage, and/or disposal; shall identify areas on-site where hazardous wastes are to be handled; shall identify whether transfer facilities are to be utilized; and if so, how the wastes will be tracked to ultimate disposal.

3.2 OFF-SITE HAZARDOUS WASTE MANAGEMENT

The Contractor shall use RCRA Subtitle C permitted facilities which meet the requirements of 40 CFR 264 or facilities operating under interim status which meet the requirements of 40 CFR 265. Off-site treatment, storage, and/or disposal facilities with significant RCRA violations or compliance problems (such as facilities known to be releasing hazardous constituents into ground water, surface water, soil, or air) shall not be used. The Contractor shall submit Notices of Non-Compliance and Notices of Violation by a Federal, state, or local regulatory agency issued to the Contractor in relation to any work performed under this contract. The Contractor shall immediately provide copies of such notices to the Contracting Officer. The Contractor shall also furnish all relevant documents regarding the incident and any information requested by the Contracting Officer, and shall coordinate its response to the notice with the Contracting Officer or his designated representative prior to submission to the notifying authority. The Contractor shall

also furnish a copy to the Contracting Officer of all documents submitted to the regulatory authority, including the final reply to the notice, and all other materials, until the matter is resolved.

3.2.1 Treatment, Storage, and/or Disposal Facility and Transporter

The Contractor shall provide the Contracting Officer with EPA ID numbers, names, locations, and telephone numbers of TSD facilities and transporters. This information shall be contained in the Hazardous Waste Management Plan and shall be approved by the Contracting Officer prior to waste disposal.

3.2.2 Status of the Facility

Facilities receiving hazardous waste must be permitted in accordance with 40 CFR 270 or operating under interim status in accordance with 40 CFR 265 requirements, or must be permitted by a state authorized by the Environmental Protection Agency to administer the RCRA permit program. Additionally, prior to using a TSD Facility, the Contractor shall contact the EPA Regional Off-site Coordinator specified in 40 CFR 300, Section .440, to determine the facility's status, and document all information necessary to satisfy the requirements of the EPA Off-Site policy and furnish this information to the Contracting Officer.

3.2.3 Shipping Documents and Packagings Certification

Prior to shipment of any hazardous material off-site, the Contractor's TDC shall provide written certification to the Contracting Officer that hazardous materials have been properly packaged, labeled, and marked in accordance with Department of Transportation and EPA requirements. The Contractor's TDC shall also provide written certification regarding waste minimization efforts documenting that efforts have been taken to reduce the volume and toxicity of waste to the degree economically practicable and that the method of treatment, storage, or disposal selected minimizes threats to human health and the environment.

3.2.4 Transportation

Prior to conducting hazardous materials activities, the Contractor responsible for pre-transportation activities shall either certify to the Government that a Security Plan is in place which meets the requirements of 49 CFR 172, Subpart I or in the event that the types or amounts of hazardous materials are excluded from the security planning requirements, a written statement to that effect detailing the basis for the exception. The Contractor shall use manifests for transporting hazardous wastes as required by 40 CFR 263 or any applicable state or local law or regulation. Transportation shall comply with all requirements in the Department of Transportation referenced regulations in the 49 CFR series. The Contractor shall prepare hazardous waste manifests for each shipment of hazardous waste shipped off-site. Manifests shall be completed using instructions in 40 CFR 262, Subpart B and any applicable state or local law or regulation. Manifests and waste profiles shall be submitted to Contracting Officer for review and approval. The Contractor shall prepare land disposal restriction notifications as required by 40 CFR 268 or any applicable state or local law or regulation for each shipment of hazardous waste. Notifications shall be submitted with the manifest to the Contracting Officer for review and approval. .

3.2.5 Treatment and Disposal of Hazardous Wastes

The hazardous waste shall be transported to an approved hazardous waste treatment, storage, or disposal facility within 90 days of the accumulation start date on each bulk container. The Contractor shall ship hazardous wastes only to facilities which are

properly permitted to accept the hazardous waste or operating under interim status. The Contractor shall ensure wastes are treated to meet land disposal treatment standards in 40 CFR 268 prior to land disposal. The Contractor shall propose TSD facilities via submission of the Hazardous Waste Management Plan, subject to the approval of the Contracting Officer. The Contractor shall submit Certificates of Disposal as specified in the Submittals paragraph.

3.3 HAZARDOUS MATERIALS MANAGEMENT

The Contractor, in consultation with the Contracting Officer, shall evaluate, prior to shipment of any material off-site, whether the material is regulated as a hazardous waste in addition to being regulated as a hazardous material; this shall be done for the purpose of determining proper shipping descriptions, marking requirements, etc., as described below.

3.3.1 Identification of Proper Shipping Names

The Contractor shall use 49 CFR 172, Section .101 to identify proper shipping names for each hazardous material (including hazardous wastes) to be shipped off-site. Proper shipping names shall be submitted to the Contracting Officer in the form of draft shipping documents for review and approval.

3.3.2 Packaging, Labeling, and Marking

The Contractor shall package, label, and mark hazardous materials/wastes using the specified materials and in accordance with the referenced authorizations. The Contractor shall mark each container of hazardous waste of 110 gallons or less with the following:

"HAZARDOUS WASTE - Federal Law Prohibits Improper Disposal.

If found, contact the nearest police or public safety authority or the U.S. Environmental Protection Agency.

Generator's name _____

Manifest Document Number _____".

3.3.3 Shipping Documents

The Contractor shall ensure that each shipment of hazardous material sent off-site is accompanied by properly completed shipping documents. This includes shipments of samples that may potentially meet the definition of a Department of Transportation regulated hazardous material.

3.4 OBTAINING EPA ID NUMBERS

The Contractor shall complete EPA Form 8700-12, Notification of Hazardous Waste Activity, and submit to the Contracting Officer for review and approval. The Contractor shall allow a minimum of 30 days for processing the application and assigning the EPA ID number. Shipment shall be made not earlier than one week after receipt of the EPA ID number.

3.5 SPECIAL REQUIREMENTS FOR ASBESTOS WASTES

If work involves asbestos containing wastes, the Contractor shall manage these wastes in accordance with specification Section 13281.

3.6 WASTE MINIMIZATION

The Contractor shall minimize the generation of hazardous waste to the maximum extent practicable. The Contractor shall take all necessary precautions to avoid mixing clean and

contaminated wastes. The Contractor shall identify and evaluate recycling and reclamation options as alternatives to land disposal. Requirements of 40 CFR 266 shall apply to: hazardous wastes recycled in a manner constituting disposal; hazardous waste burned for energy recovery; lead-acid battery recycling; and hazardous wastes with economically recoverable precious metals.

3.7 RECORDKEEPING

The Contractor shall be responsible for maintaining adequate records to support information provided to the Contracting Officer regarding exception reports, annual reports, and biennial reports. The Contractor shall be responsible for maintaining asbestos waste shipment records for a minimum of 3 years from the date of shipment or any longer period required by any applicable law or regulation or any other provision of this contract. The Contractor shall be responsible for maintaining bill of lading for a minimum of 375 days from the date of shipment or any longer period required by any applicable law or regulation or any other provision of this contract.

3.8 SPILL RESPONSE

The Contractor shall respond to any spills of hazardous material or hazardous waste which are in the custody or care of the Contractor, pursuant to this contract. Any direction from the Contracting Officer concerning a spill or release shall not be considered a change under the contract. The Contractor shall comply with all applicable requirements of Federal, state, or local laws or regulations regarding any spill incident.

3.9 EMERGENCY CONTACTS

The Contractor shall be responsible for complying with the emergency contact provisions in 49 CFR 172, Section .604. Whenever the Contractor ships hazardous materials, the Contractor shall provide a 24 hr emergency response contact and phone number of a person knowledgeable about the hazardous materials being shipped and who has comprehensive emergency response and incident mitigation information for that material, or has immediate access to a person who possesses such knowledge and information. The phone must be monitored on a 24 hour basis at all times when the hazardous materials are in transportation, including during storage incidental to transportation. The Contractor shall ensure that information regarding this emergency contact and phone number are placed on all hazardous material shipping documents. The Contractor shall designate an emergency coordinator and post the following information at areas in which hazardous wastes are managed:

- a. The name of the emergency coordinator.
- b. Phone number through which the emergency coordinator can be contacted on a 24 hour basis.
- c. The telephone number of the local fire department.
- d. The location of fire extinguishers and spill control materials.

Attachment A

SAMPLE OFF-SITE POLICY CERTIFICATION MEMO

Project/Contract #: _____

Waste Stream: _____

Primary TSD Facility, EPA ID # and Location: _____

Alter. TSD Facility, EPA ID # and Location: _____

EPA Region

I

Contact

(617) 918-1752

TRANSPORTATION AND DISPOSAL
OF HAZARDOUS MATERIALS

02810-9

GIAA Project No. GIAA-FY12-01-5
Demolition and Remediation of
Various Airport Facilities - Phase 5

- II (212) 637-4130
- III (214) 814-5267
- IV (404) 562-8591
- V (312) 353-8207
- VI (214) 665-2282
- VII (913) 551-7154
- VIII (303) 312-6419
- IX (415) 972-3304
- X (206) 553-2859

EPA representative contacted: _____
EPA representative phone number: _____
Date contacted: _____

Comment: _____
The above EPA representative was contacted on _____. As of that date
the above sites were considered acceptable in accordance with the Off-Site
Policy in 40 CFR 300.440.

Signature: _____ Date: _____
Phone number: _____

END OF SECTION

SECTION 02831

CHAIN LINK FENCES

PART 1 - GENERAL

- 1.1 SUMMARY: Provide chain link fence system where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- 1.2 APPLICABLE PUBLICATIONS: The latest issues of the following publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- A. American Society for Testing and Materials (ASTM)
- | | |
|----------|---|
| A121-99 | Standard Specification for zinc coated (Galvanized) steel barbed wire. |
| A153-02 | Standard Specification for zinc coating (Hot-Dip) on iron and steel hardware. |
| A116-00 | Standard Specification for zinc-coated (Galvanized) steel woven wire fence fabric. |
| A392-96 | Standard Specification for zinc-coated Steel Chain-Link Fence Fabric. |
| A500-01a | Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes |
| A501-01 | Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing |
| D1187-97 | Standard Specification for Asphalt-Base Emulsion for use as protective coating for metals. |
| F626-96a | Standard Specification for fence fittings. |
| F1083-03 | Standard specification for pipe, steel, hot-dipped zinc coated (Galvanized) welded, for fence structures. |

1.3 RELATED SECTIONS

- A. SECTION 02200 – EARTHWORK
- B. SECTION 03300 - CAST-IN-PLACE CONCRETE

1.4 SUBMITTALS

- A. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Contractor, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.5 **QUALITY ASSURANCE:** Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.6 **DELIVERY, STORAGE, AND HANDLING:** Deliver materials to the site in an undamaged condition. Store materials off the ground to provide protection against oxidation caused by ground contact.

PART 2 - PRODUCTS

2.1 STEEL PIPES AND STRUCTURAL TUBING

- A. General: Pipe sizes indicated are commercial pipe sizes.
- B. Fence Posts, ASTM A501, Minimum Fy 36 ksi.
- C. Tubular Frames and Supports, ASTM A500, Grade B, Minimum Fy 46 ksi.
- D. Other Fence Components, ASTM F1083, Minimum Fy 25 ksi

2.2 GALVANIZING

- A. On steel framework and appurtenances, provide galvanized finish with not less than the following weight of zinc per square feet.
 - 1. Steel Pipes and Structural Tubing: 1.8 oz./square foot, complying with ASTM A501 or F1083
 - 2. Hardware and Accessories: Comply with Table I of ASTM F626-96a.
 - 3. Fabric: 1.20 oz/square foot, complying with Class 1 of ASTM A392.

2.3 FABRIC

- A. Provide number 9 gage or 0.148" wires in 2" mesh, with top and bottom selvages twisted.
- B. Provide fabric in one-piece widths.

2.4 BARB WIRES

- A. Barbed wire shall be 2-strand 12-1/2 gauge, zinc-coated, conforming to the requirements of ASTM A121, Class 3.

2.5 POSTS, RAILS, AND ASSOCIATED ITEMS

- C. End, corner, slope, and pull posts: Provide the following minimum sizes and weights as indicated on the plan.

Material and dimensions:	Lbs per linear foot:
Pipe, 6.625" outside dimension Schedule 40	18.97

- D. Line posts: Provide minimum sizes and weights as follows:

Material and dimensions:	Lbs per linear foot:
Pipe, 4.50" outside dimension Schedule 80	14.98

- E. Gate posts: Provide gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

Material and dimension:	Lbs per linear foot:
Pipe, 6.625" outside dimension Schedule 40	18.97

F. Top rails:

1. Use 1.90" outside diameter pipe weighing 2.72 lbs per linear ft; or
2. Provide in manufacturer's longest lengths, with expansion type couplings approximately 6" long for each joint.
3. Provide means for attaching top rail securely to each gate, corner, pull, slope, and end post.

G. Post brace assemblies:

1. Provide at end and gate posts, and at both sides of corner, slope, and pull posts, with the horizontal brace located at mid-height of the fabric.
2. Use 1.90" outside diameter pipe weighing 2.72 lbs per linear ft for horizontal brace.
3. Use 3/8" diameter rod with turnbuckle for diagonal truss.

H. Tension wire: Provide number 7 gage galvanized tension wire at bottom of fabric.

I. Post tops:

1. Provide steel, wrought iron, or malleable iron, designed as watertight closure cap.
2. Provide one cap for each post.
3. Provide caps with openings to permit through passage of top rail.

J. Stretcher bars:

1. Provide one-piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4".
2. Provide one stretcher bar for each gate and end post, and two for each corner, slope, and pull post, except where baric is woven integrally into

the post.

K. Stretcher bar bands:

1. Provide steel, wrought iron, or malleable iron, spaced not over 15" on centers, to secure stretcher bars to end, corner, pull, slope, and gateposts.
2. Bands may be used also with special fittings for securing rails to end, corner, pull, slope, and gateposts.

L. Barb Wire Arm

1. Barb wire arm shall be 45 degrees; one-piece line arm pressed steel-galvanized suitable for three (3) strands barb wires.
2. Barb wire arm shall be able to accommodate a 1.90" outside diameter top rail and compatible with size of fence posts, as shown in the drawings.

2.4 GATES

A. General:

1. Fabricate gate perimeter frames of tubular members.
2. Provide additional horizontal and vertical members to assure proper operation of the gate, and for attachment of fabric, hardware, and accessories.
3. Space so frame members are not more than 8 feet apart.
4. Fabricate gate frames from:

Material and dimensions:

Lbs per linear ft:

a. Pipe 2.375" outside diameter:

3.65

B. Fabrication:

1. Assemble gate frames by welding with special malleable or pressed steel fittings and rivets for rigid connections.
2. Use same fabric as used in the fence.

3. Install fabric with stretcher bars at vertical edges as a minimum.
 4. Attach stretchers to gate frame at not more than 15" on centers.
 5. Attach hardware with rivets or by other means which will provide security against removal and breakage.
 6. Provide diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates where required to provide frame rigidity without sag or twist.
- C. Gate hardware: Provide following for each gate:
1. Hinges:
 - a. Pressed or forged steel, or malleable iron, to suit the gate size; non-lift-off type, offset to permit 180 degree opening.
 - b. Provide 1-1/2 pair of hinges for each leaf over 6 feet in nominal heights.
 2. Latches:
 - a. Provide forked type or plunger-bar type to permit operation from either side of the gate.
 - b. Provide padlock eye as integral part of latch.
 3. Keeper: Provide keeper for vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
 4. Double gates:
 - a. Provide gate stops for double gates consisting of mushroom or flush plate, with anchors.
 - b. Set in concrete to engage the center drop rod or plunger bar.
 - c. Provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves.

2.5 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Wire ties:

1. For tying fabric to line posts, use number 9-gage wire ties spaced 12" on centers.
2. For tying fabric to rails and braces, use number 9-gage wire ties spaced 24" on centers.
3. For tying fabric to tension wire, use number 9 gage hog rings spaced 24" on centers.
4. Manufacturer's standard wire ties will be acceptable if of equal strength and durability.
5. Concrete: Comply with provisions of Section 03300, entitled "Cast-in-Place Concrete".

B. Bituminous Coatings: Fence posts and fencing hardware embedded in concrete shall receive two (2) coats of bituminous material as per ASTM D1187.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. General:

1. Install posts at a maximum spacing of 10 feet on centers.
2. Install corner or slope posts where changes in line or grade exceed a 30-degree deflection.

B. Excavating:

1. Drill holes for post footings in firm, undisturbed or compacted soil, strictly adhering to the dimensions and spacing shown.

2. Post footing dimensions: Refer to post footing schedule in drawings.
 3. Some fence post foundations will require excavation or drilling through existing asphalt or concrete pavements. The cost of working on this type of field condition will not constitute a pay item but shall be considered incidental to the fence construction.
- C. Spread soil from excavations uniformly adjacent to the fence line, or on adjacent areas of the site if so directed.
- D. When solid rock is encountered near the surface, drill into rock at least 24" for line posts and at least 36" for end, pull, gate, and corner posts. Drill hole at least 1" greater diameter than the largest dimension of the post footing to be placed.
- E. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed minimum depths specified above.
- F. Setting posts:
1. Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
 2. Center and align posts in holes.
 3. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation.
 4. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 5. Trowel tops of footings, and slope or dome to direct water away from posts.
 6. Extend footings for gateposts to the underside of bottom hinge.
 7. Set keeps, stops, sleeves, and other accessories into concrete as required.
 8. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing material or other curing method approved by the Contracting Officer.
 9. Grout-in those posts that are set into sleeved holes, concrete

constructions, or rock excavations, using non-shrink Portland cement grout or other grouting material approved by the Contracting Officer.

G. Concrete strength:

1. Unless specified, concrete shall have compressive strength of not less than 3,000 psi after 28 days. Allow concrete to attain at least 75% of its minimum 28-day strength before rails, tension wires, and/or fabric is installed.
2. Do not, in any case, install such items in less than seven days after placement of concrete.
3. Do not stretch and tension fabric and wire, and do not hang gates, until concrete has attained its full design strength.

H. Rails and bracing:

1. Install fence with a top rail and bottom tension wire.
2. Install top rails continuously through post caps or extension arms, bending to radius for curved runs.
3. Provide expansion couplings as recommended by the fencing manufacturer.
4. Provide bracing to the midpoint of the nearest line post or posts at all end, corner, slope, pull, and gateposts.
5. Install tension wires parallel to the line of fabric by weaving through the fabric, and tying to each post with not less than number 6 gage galvanized wire, or by securing the wire to the fabric.
6. All corner, anchor, end, and gate posts shall be braced as shown in the plans. Anchor posts shall be set at every 250 feet intervals and braced to the adjacent posts.

I. Installing fabric:

1. Leave approximately 2" between finish grade and bottom selvage.
2. Excavate high points in the ground to clear the bottom of the fence.
3. Place and compact fill to within 1" of the bottom of the fabric in

depressions.

4. Pull fabric taut and tie to posts, rails, and tension wires.
5. Install fabric on outward side facing side of fence, and anchor to framework so that the fabric remains in tension after pulling force is removed.
6. Install stretcher bars by threading through or clamping to fabric on 4" centers, and secure to posts with metal bands spaced 15" on centers.
7. Install fence fabric to provide approximately 2-inch deflection at center of fabric span between two posts, when a force of approximately 30 pounds is applied perpendicular to the fabric. Fabric should return to its original position when force is removed.

J. Installing gates:

1. Install gates plumb, level, and secure for full opening without interference.
2. Install ground-set items in concrete for anchorage in accordance with the fence manufacturer's recommendations as approved by the Contracting Officer.
3. Lubricate and adjust the hardware for smooth operation.

K. Clearing Fence Line

All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the indicated locations shall be removed to a minimum width of 10 feet on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the materials shall not constitute a pay item but shall be considered incidental to the fence construction.

L. Drainage Swales, Channel, Ditch Crossings

Whenever a fence line crosses an existing drainage swales, drainage channels, drainage ditches, or similar ground features, the opening at the bottom of the fence shall be provided with bar screens, as indicated in the drawings. The cost of providing these bar screens shall not constitute a pay item but shall be considered incidental to the fence construction.

M. Miscellaneous:

1. Use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns.
2. Bend ends of wire to minimize hazards to persons and clothing.
3. Fasteners:
 - a. Install nuts for tension band and hardware bolts on side of fence opposite fabric side.
 - b. Peen the ends of bolts to prevent removal of nuts.
4. Repair coatings damaged in the shop or field erection, using a hot-applied repair compound applied in accordance with its manufacturer's recommendations as approved by the Contracting Officer.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATIONS: The latest issues of the following publications listed below are referred to thereafter by basic designation only, form a part of this specification to the extent indicated by references thereto.

A. U.S. Army Corps of Engineers (COE) Waterways Experiment Station Publications:

CRD-C-621 Handbook for Concrete and Cement, Specification for Non-shrink Grout, Volume II

B. U.S. Department of Commerce Product Standard (PS):

PS 1 Construction and Industrial Plywood

C. American Concrete Institute (ACI) Publications:

ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

ACI 301 Specifications for Structural Concrete for Buildings

ACI 302.1R Guide for Concrete Floor and Slab Construction

ACI 304 Recommended Practice for Measuring, Mixing Transporting, and Placing Concrete

ACI 305R Hot Weather Concreting

ACI 315 Details and Detailing of Concrete Reinforcing

ACI 318 Building Code Requirements for Reinforced Concrete

ACI 347 Recommended Practice for Concrete Formwork

D. American Society for Testing and Materials (ASTM) Publications:

A82	Steel Wire, Plain for Concrete Reinforcement, Specification for
A185	Steel Welded Wire Fabric Plain, for Concrete Reinforcement, Specification for
A496	Steel Wire, Deformed, for Concrete Reinforcement Cement, Specification for
A497	Steel Welded Wire Fabric Deformed for Concrete Reinforcement, Specification for
A615	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, Specifications for
A616	Rail-Steel Deformed and Plain Bars for Concrete Reinforcement, Specifications for
A617	Axle-Steel Deformed and Plain Bars for Concrete Reinforcement, Specifications for
A706	Low-Alloy Steel Deformed Bars for Concrete Reinforcement, Specification for
C31	Practice for Making and Curing Concrete Test Specimens in the Field
C33	Concrete Aggregates, Specifications for
C39	Compressive Strength of Cylindrical Concrete Specimens, Test Methods for
C42	Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
C94	Specification for Ready-Mixed Concrete
C136	Sieve Analysis of Fine and Coarse Aggregates, Test Method for
C143	Slump of Hydraulic Cement Concrete, Test for
C150	Portland Cement, Specification for

C171	Sheet Materials for Curing Concrete, Specification for
C172	Sampling Freshly Mixed Concrete, Practice for
C173	Air Content of Freshly Mixed Concrete by the Volumetric Method, Test Method for
C231	Air Content of Freshly Mixed Concrete by the Pressure Method, Test Method for
C309	Liquid Membrane-Forming Compounds for Curing Concrete, Specification for
C494	Chemical Admixtures for Concrete, Specification for
C881	Epoxy-Resin-Base Bonding Systems for Concrete, Specification for
C920	Elastomeric Joint Sealants, Specification for
D1190	Concrete Joint Sealer, Hot-Poured Elastic Type, Specification for
D1751	Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types), Specification for
D1752	Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction, Specification for

E. American Welding Society (AWS) Publication:

D1.4 Structural Welding Code-Reinforcing Steel

F. Japanese Industrial Standard

JIS (R5210) Japanese Industrial Standard Portland cement

1.2 DESCRIPTION OF WORK: The work includes the provision of cast-in-place concrete. In the ACI publications referred to herein, the advisor provisions shall be considered to be mandatory, as though the word "shall" has been substituted for

"should" wherever it appears; reference to the "Building Official," the "Structural Engineer," and the "Architect/Engineer," shall be interpreted to mean the Engineer.

1.3 QUALITY CONTROL: The Quality Control provisions of Division 1, Section 01400 apply to this section. All approvals, except those required for field installations, field applications and field tests, shall be before construction is started and before delivery of materials or equipment to the project site.

1.4 SUBMITTALS

A. Shop Drawings: Reproductions of contract drawings are unacceptable.

1. Shop Drawings for Reinforcing Steel: ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, shapes, dimensions and details of bar reinforcing, accessories, and concrete cover. Do not scale dimensions from structural or detail drawings to determine lengths of reinforcing rods.
2. Contractor Mix Design: Thirty days minimum prior to concrete placement, submit a mix design for each strength and type of concrete. Furnish a complete list of materials including type; brand; source and amount of cement. Obtain approval before concrete placement. Obtain acknowledgment of receipt prior to concrete placement. Submit additional data regarding concrete aggregates if the source of aggregate changes.

B. Certificates of Compliance: Before delivery of materials, certified test reports are required for the following:

1. Aggregates
2. Reinforcement
3. Cement
4. Admixtures

C. Catalog Data:

1. Materials for Curing Concrete
2. Joint Sealant
3. Joint Filler
4. Epoxy Grout

1.5 DELIVERY: Do not deliver concrete until vapor barrier, forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement.

- 1.6 STORAGE: ACI 301 for job site storage of concrete aggregates. Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground to avoid excessive rusting. Protect from contaminants such as grease, oil, and dirt. Provide for accurate identification after bundles are broken and tags removed.

PART 2 - PRODUCTS

2.1 CONCRETE

- A. Contractor-Furnished Mix Design: Concrete shall be designed in accordance with ACI 211.1 and ACI 301. Concrete shall have a 28-day compressive strength of 2,500 psi unless specified otherwise and have a maximum aggregate size of 3/4".

1. Slump Requirements:

	Element Minimum	Slump, Inches Maximum
Walls, columns, and grade beams	2	4
Floors, exterior slabs, and other building Construction	1	3

2.2 CONCRETE MATERIALS

- A. Cement: Cement shall be Type I or II, conforming to ASTM C150 or JIS (R5210).
- B. Water: Water for mixing and curing including free moisture and water in the aggregates, shall be fresh, clean and potable.
- C. Aggregates: In general, aggregates shall be free from deleterious coatings, roots, bark, and other extraneous material. All aggregates shall conform to ASTM C33 and shall be thoroughly and uniformly washed before use.
- D. Coarse aggregate shall be made from sound, clean coralline limestone in accordance with ASTM C136, conforming to the following gradation requirements:

Inches	Nominal Size Range		Percent by Weight Passing Square Sieve Sizes				
	1"	3/4"	1/2"	3/8"	No. 4	No.8	No. 16
1	100	95-100	25-60	---	0-10	0-5	
3/4	100	90-100	---	20-55	0-10	0-5	---
1/2	---	---	100	90-100	40-70	0-10	0-5
3/8	---	---	100	85-100	10-30	0-10	0-5

- E. Fine aggregate shall be manufactured from clean coralline limestone in accordance with ASTM C136, conforming to the following grading requirements.

<u>Sieve</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

1. Proportioning, Measuring and Mixing:
 - a. Proportioning of Materials: Proportioning of materials shall be accomplished by weighing. Volumetric proportioning may be used subject to approval of the Engineer. The Contractor shall furnish the necessary equipment and shall establish accurate procedures, subject to the approval of the Engineer for determining the quantities of free moisture in the aggregates. Allowable tolerances for measuring cement and water shall be 1 percent, and for aggregates 2 percent.
 - b. Mixing: All concrete shall be machine mixed. In emergencies, the mixing may be done by hand if so authorized by the Engineer. Mixing shall begin within 30 minutes after the cement has been added to the aggregates.

2. Ready-Mixed Concrete: Ready-mixed concrete shall conform to ASTM C94 as modified herein. Ready-mixed concrete is defined in this specification as concrete produced regularly by a commercial establishment and delivered to the purchaser in the plastic state. Cement, aggregates and water shall conform to all applicable requirements of this specification.

2.3 ADMIXTURES

- A. Accelerating: ASTM C494, Type C.
- B. Retarding: ASTM C494, Type B, D, or G.
- C. Water Reducing: ASTM C494, Type A, E, or F.

- 2.4 MATERIALS FOR FORMS: Provide wood, plywood, or steel. Use plywood or steel forms where a smooth form finish is required. Lumber shall be square edged or tongue-and-groove boards, free of raised grain, knotholes, or other surface defects. Plywood: PS1, B-B concrete form panels or better. Steel form surfaces shall not contain irregularities, dents, or sags.

2.5 REINFORCEMENT

- A. Reinforcing Bars: ACI 301, unless otherwise specified. ASTM A615, Grade 60.
- B. Welded Wire Fabric: ASTM A497 or ASTM A185, 6 by 6, W2.9 by W2.9, unless otherwise indicated.
- C. Mechanical reinforcing Bar Connectors: ACI 301. Provide 125 percent minimum yield strength of the reinforcement bar.
- D. Wire: ASTM A82 or ASTM A496.

2.6 MATERIALS FOR CURING CONCRETE

- A. Impervious Sheeting: ASTM C171; waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.
- B. Liquid Membrane-Forming Compound: ASTM C309, white-pigmented, Type 2, Class B, free of paraffin or petroleum.

- 2.7 EXPANSION/CONTRACTION JOINT FILLER: ASTM D1751 or ASTM D1752, 1/2

inch thick, unless otherwise indicated.

- 2.8 EPOXY GROUT: (For joints between old and new concrete and where called on the drawings). Three-component units composed of 100% solids ASTM-C881 epoxy resin system. Provide material type, grade, and class to suit project requirements.

PART 3 - EXECUTION

- 3.1 FORMS: ACI 301. Provide forms, shoring, and scaffolding for concrete placement unless indicated or specified otherwise. Concrete for footings may be placed in excavations without forms upon inspection and approval by the Engineer. Excavation width shall be a minimum of 4 inches greater than indicated. Set forms mortar-tight and true to line and grade. Chamfer above grade exposed joints, edges, and external corners of concrete 0.75 inch unless otherwise indicated. Provide forms with clean-out openings to permit inspection and removal of debris. Forms submerged in water shall be watertight.
- A. Coating: Before concrete placement, coat the contact surfaces of forms with a non-staining mineral oil, non-staining form coating compound, or two coats of nitrocellulose lacquer. Do not use mineral on forms for surfaces to which adhesive, paint, or other finish material is to be applied.
- B. Removal of Forms: Prevent concrete damage during form removal. After placing concrete, forms shall remain in place for a minimum time period equal to the curing period. Forms may be removed earlier than specified if ASTM C39 test results of field-cured samples from a representative portion of the structure indicate that the concrete has reached 85 percent (minimum) of the design strength.
- 3.2 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS: ACI 301. Provide bars, wire fabric, wire ties, supports and other devices necessary to install and secure reinforcement. Reinforcement shall not contain rust, scale, oil, grease, clay, and foreign substances that would reduce the bond. Rusting of reinforcement is a basis for rejection if the effective cross sectional area or the nominal weight per foot of the reinforcement has been reduced to less than specified in paragraph entitled "Reinforcing Bars." Remove loose rust prior to placing steel. Tack welding is prohibited.
- A. Tolerances: Place reinforcement and secure with galvanized or non-corrodible chairs, spaces, or metal hangers. Use concrete or other non-corrodible material for supporting reinforcement on the ground.

- B. Splicing: AWS D1.4, except as otherwise indicated or specified. Splices shall be approved prior to use. Do not splice at points of maximum stress. Overlap welded wire fabric the spacing of the cross wires, plus 2 inches.
 - C. Future Bonding: Plug exposed, threaded, mechanical reinforcement bar connectors with a greased bolt. Bolt threads shall match the connector. Countersink the connector in the concrete. Caulk the depression after the bolt is installed.
 - D. Cover: ACI 301 for minimum coverage, unless otherwise indicated.
 - E. Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, and other such items in position before concrete placement. Plumb anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removal material to prevent the entry of concrete.
 - F. Construction Joints: Locate joints to least impair strength. Continue reinforcement across joints unless otherwise indicated.
 - G. Expansion joints and Contraction Joints: For slabs on grade, provide as shown on the drawings or as otherwise specified herein. Provide contraction joints, either formed or saw cut or cut with a jointing tool, to the indicated depth after the surface has been finished. Sawed joints shall be completed within 4 to 12 hours after concrete placement. Protect joints from intrusion of foreign matter.
 - H. Form Ties and Accessories: The use of wire alone is prohibited. Form ties and accessories shall not reduce the effective cover of the reinforcement.
- 3.3 MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE: ASTM C94, ACI 301, ACI 302.1R, and ACI 304, except as modified herein. ASTM C94. Provide mandatory batch ticket information for each load of ready mix concrete.
- A. Measuring: Make moisture, weight, and air determinations at intervals as specified in paragraph entitled "Sampling and Testing." Allowable tolerances for measuring cement and water shall be 1 percent; for aggregates, 2 percent; and for admixtures, 3 percent.
 - B. Mixing: ASTM C94. Machine mix concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of the mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 85

degrees F. Reduce mixing time and place concrete within 60 minutes if the air temperature is greater than 85 degrees F. Additional water may be added, provided that both the specified maximum slump and water-cement ratio are not exceeded. Dissolve admixtures in the mixing water and mix in the drum to uniformly distribute the admixture throughout the batch.

- C. **Transporting:** Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes. Remove concrete which has segregated in transporting and dispose of as directed.
- D. **Placing:** Place concrete as soon as practicable after the forms and the reinforcement have been inspected and approved. Do not place concrete when weather conditions prevent proper placement and consolidation; in uncovered areas during periods of precipitation; or in standing water. Prior to placing concrete, remove dirt, construction debris and water from within the forms. Deposit concrete as close as practicable to the final position in the forms. Do not exceed a free vertical drop of 3 feet from the point of discharge. Place concrete in one continuous operation from one end of the structure towards the other. Position grade stakes on 10-foot centers maximum in each direction when pouring interior slabs and on 20-foot centers maximum for exterior slabs.
 - 1. **Vibration:** ACI 301. Furnish a spare vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches in depth with high frequency, internal, mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by wood tampers, spading, and settling with a heavy leveling straight edge. Operate vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 impulses per minute when submerged. Do not use vibrators to transport the concrete in the forms. Insert and withdraw vibrators approximately 18 inches apart. Penetrate the previously placed lift with the vibrator when more than one lift is required. Place concrete in 18-inch maximum vertical lifts. External vibrators shall be used on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete.
 - 2. **Application of Epoxy Bonding Compound:** Apply a thin coat of compound to dry, clean surfaces. Scrub compound into the surface with a stiff-bristle brush. Place concrete while compound is stringy. Do not permit compound to harden prior to concrete placement. Follow

manufacturer's instructions regarding safety and health precautions when working with epoxy-resins.

- E. Hot Weather: ACI 305R. Provide and maintain required concrete temperature using Figure 2.1.5 in ACI 305R to prevent the evaporation rate from exceeding 0.2 pound of water per square foot of exposed concrete per hour. Cool ingredients before mixing or use other suitable means to control concrete temperature and prevent rapid drying of newly placed concrete. Shade the fresh concrete as soon as possible after placing.

Start curing when the surface of the fresh concrete is sufficiently hard to permit curing without damage. Provide water hoses, pipes, spraying equipment, and water hauling (where worksite is remote to water source) to maintain a moist concrete surface throughout the curing period. Provide burlap cover or other suitable, permeable material with fog spray or continuous wetting of the concrete when weather conditions prevent the use of either liquid membrane curing compound or impervious sheets.

For vertical surfaces, protect forms from direct sunlight and add water to top of structure once concrete is set.

3.4 FLOOR, SLAB, AND PAVEMENT FINISHES AND MISCELLANEOUS CONSTRUCTION: ACI 302.1R, unless otherwise specified.

- A. Finishing: Place, consolidate and immediately strike off concrete to obtain proper contour, grade, and elevation before bleedwater appears. Permit the concrete to attain a set sufficient for floating and sufficient to support the weight of the finisher and equipment. If bleedwater is present prior to floating the surface, drag the excess water off or remove by absorption by porous materials. Do not use dry cement to absorb bleedwater.
 - 1. Floated: Provide for machinery pads and other exterior slabs where not otherwise specified. Float the surface by hand with a wood or magnesium float, or use a power-driven float. Floating of any one area shall be the minimum necessary to produce an even finish, level within 1/4 inch in 10 feet for exterior work.
 - 2. Steel Troweled: First, provide a floated finish. When slab has attained a proper set, hand- or machine-trowel to a smooth, hard, dense finish. Finished surfaces shall be free of troweled marks, uniform in texture, and have true plane, flat within 0.01 foot (approximately 1/8 inch) in 10 feet. Hand-finish portions of the slab not accessible to power finishing equipment (e.g., edges, corners) to

match the remainder of the slab. Power trowel once and finally hand trowel where a finished floor covering (e.g., tile, carpet) is specified. Power trowel twice and finally hand trowel for exposed concrete floors.

3. Chamfer: All exposed corners of concrete shall be provided with at least ½” chamfer.

3.5 CURING AND PROTECTION: ACI 301 unless otherwise specified. Begin curing immediately following form removal. Protect concrete from injurious action by sun, rain, flowing water, mechanical injury, tire marks, and oil stains. Do not allow concrete to dry out from time of placement until expiration of the specified curing period. Do not use membrane-forming compound on surfaces where appearance would be objectionable, or on any surface to be painted, where coverings are to be bonded to the concrete, or on concrete to which other concrete is to be bonded. If forms are removed prior to the expiration of the curing period, provide another curing procedure specified herein for the remaining portion of the curing period.

A. Moist Curing: Provide for the removal of water without erosion or damage to the structure.

1. Ponding or Immersion: Continually immerse the concrete throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete.
2. Pervious Sheeting: Completely cover surface and edges of the concrete with two thicknesses of wet sheeting. Overlap sheeting 6 inches over adjacent sheeting. Sheeting shall be at least as long as the width of the surface to be cured. During application, do not drag the sheeting over the finished concrete nor over sheeting already placed. Wet sheeting thoroughly and keep continuously set throughout the curing period.
3. Impervious Sheeting: Wet the entire exposed surface of the concrete thoroughly with a fine spray of water and cover with impervious sheeting throughout the curing period. Lay sheeting directly on the concrete surface and overlap edges 12 inches minimum. Provide sheeting not less than 18 inches wider than the concrete surface to be cured. Secure edges and transverse laps to form closed joints. Repair torn or damaged sheeting or provide new sheeting. Cover or wrap columns, walls and other vertical structural elements from the top down with impervious sheeting, overlap and continuously tape sheeting joints, and introduce sufficient water to soak the entire surface prior to completely enclosing.

- B. Liquid Membrane-Forming Compound Curing: Seal or cover joint openings prior to application of curing compound. Prevent curing compound from entering the joint. Provide and maintain compound on the concrete surface throughout the curing period.
 - 1. Applications: Unless the manufacturer recommends otherwise, apply compound immediately after the surface loses its water sheen and has a dull appearance, and before joints are sawed. Mechanically agitate curing compound thoroughly during use. Use approved power-spraying equipment to uniformly apply two coats of compound in a continuous operation. The total coverage for the two (2) coats shall be 200 square feet maximum per gallon of undiluted compound unless otherwise recommended by the manufacturer's written instructions. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel. Immediately apply an additional coat of compound to areas where the film is defective. Re-spray concrete surfaces subjected to rainfall within 3 hours after the curing compound application.
- C. Protection of Treated Surfaces: Prohibit foot and vehicular traffic and other sources of abrasion for not less than 72 hours after compound application. Maintain continuity of the coating for the entire curing period and immediately repair any damage.
- D. Curing Periods and Minimum Temperatures: After placing concrete, maintain air temperature adjacent to the concrete at 50 degrees F minimum for the specified period, or 70 degrees minimum for a period of 3 days after placing and, and 40 degrees F minimum for the remainder of the specified time period. Additional curing period will be required if either one or the average of both 7-day test cylinders indicate less than 90 percent of the strength specified (f'c).

3.6 SAMPLING AND TESTING

- A. Sampling: ASTM C172. Collect samples of fresh concrete to perform tests specified. ASTM C31 for making test specimens.
- B. Testing:
 - 1. Slump Tests: ASTM C143. Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement

ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and for each batch (minimum) of every 10 cubic yards (maximum) of concrete.

2. Compressive Strength Tests: ASTM C39. Make five test cylinders for each set of tests in accordance with ASTM C31. Test two cylinders at 7 days, two cylinders at 28 days, and hold one cylinder in reserve. Provide concrete cylinders for compressive tests not less than once a day, nor less than once for each 150 cubic yards of concrete, nor less than once for each 5000 square feet of surface area for slabs and walls. Double the cylinder collection frequency and number of batches sampled when pumping concrete. If the average strength of the 28-day test cylinders is less than $f'c$ and a maximum of one single cylinder is less than $f'c$ is minus 300 psi, take three (3) ASTM C42 core samples and test. If the average strength of the 28-day test cylinders is less than $f'c$ and two or more cylinders are less than $f'c$ minus 300 psi, take six (6) core samples and test.

END OF SECTION

SECTION 13281

ENGINEERING CONTROL OF ASBESTOS CONTAINING MATERIALS

PART 1 GENERAL

1.1 REFERENCES

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- A. ANSI Z88.2(1992) Respiratory Protection
- B. ANSI Z9.2(2001) Fundamentals Governing the Design and Operation of Local Exhaust Ventilation Systems

ASTM INTERNATIONAL (ASTM)

- A. ASTM C 732(2001) Aging Effects of Artificial Weathering on Latex Sealants
- B. ASTM D 1331(1989; R 2001) Surface and Interfacial Tension of Solutions of Surface-Active Agents
- C. ASTM D 2794(1993; R 2004) Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- D. ASTM D 522(1993a; R 2001) Mandrel Bend Test of Attached Organic Coatings
- E. ASTM E 119(2000a) Fire Tests of Building Construction and Materials
- F. ASTM E 1368(2003) Visual Inspection of Asbestos Abatement Projects
- G. ASTM E 1494(1992; R 2002) Encapsulants for Spray- or Trowel-Applied Friable Asbestos-Containing Building Materials
- H. ASTM E 736(2000) Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members
- I. ASTM E 84(2005) Surface Burning Characteristics of Building Materials
- J. ASTM E 96(2005) Water Vapor Transmission of Materials

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

- A. EPA 560/5-85-024(1985) Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book)

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

- B. 29 CFR 1926.103 Respiratory Protection

- C. 29 CFR 1926.1101 Asbestos
- D. 29 CFR 1926.200 Accident Prevention Signs and Tags
- E. 29 CFR 1926.51 Sanitation
- F. 29 CFR 1926.59 Hazard Communication
- G. 40 CFR 61-SUBPART A General Provisions
- H. 40 CFR 61-SUBPART M National Emission Standard for Asbestos
- I. 40 CFR 763 Asbestos

UNDERWRITERS LABORATORIES (UL)

- A. UL 586(1996; Rev thru Apr 2000) High-Efficiency, Particulate, Air Filter Units

1.2 DEFINITIONS

1.2.1 ACM

Asbestos Containing Materials.

1.2.2 Amended Water

Water containing a wetting agent or surfactant with a maximum surface tension of 29 dynes per centimeter when tested in accordance with ASTM D 1331.

1.2.3 Area Sampling

Sampling of asbestos fiber concentrations which approximates the concentrations of asbestos in the theoretical breathing zone but is not actually collected in the breathing zone of an employee.

1.2.4 Asbestos

The term asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, and actinolite asbestos and any of these minerals that has been chemically treated or altered. Materials are considered to contain asbestos if the asbestos content of the material is determined to be at least one percent.

1.2.5 Asbestos Control Area

That area where asbestos removal operations are performed which is isolated by physical boundaries which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris.

1.2.6 Asbestos Fibers

Those fibers having an aspect ratio of at least 3:1 and longer than 5 micrometers as determined by National Institute for Occupational Safety and Health (NIOSH) Method 7400.

1.2.7 Asbestos Permissible Exposure Limit

0.1 fibers per cubic centimeter of air as an 8-hour time weighted average measured in the breathing zone as defined by 29 CFR 1926.1101 or other Federal legislation having legal jurisdiction for the protection of workers health.

1.2.8 Background

The ambient airborne asbestos concentration in an uncontaminated area as measured prior to any asbestos hazard abatement efforts. Background concentrations for other (contaminated) areas are measured in similar but asbestos free locations.

1.2.9 Contractor

The Contractor is that individual, or entity under contract to the Navy to perform the herein listed work.

1.2.10 Competent Person

A person meeting the requirements for competent person as specified in 29 CFR 1926.1101 including a person capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, and is specifically trained in a training course which meet the criteria of EPA's Model Accreditation Plan (40 CFR 763) for project designer or supervisor, or its equivalent.

1.2.11 Encapsulation

The abatement of an asbestos hazard through the appropriate use of chemical encapsulants.

1.2.12 Encapsulants

Specific materials in various forms used to chemically or physically entrap asbestos fibers in various configurations to prevent these fibers from becoming airborne. There are four types of encapsulants as follows which must comply with performance requirements as specified herein.

- a. Removal Encapsulant (can be used as a wetting agent)
- b. Bridging Encapsulant (used to provide a tough, durable surface coating to asbestos containing material)
- c. Penetrating Encapsulant (used to penetrate the asbestos containing material encapsulating all asbestos fibers and preventing fiber release due to routine mechanical damage)
- d. Lock-Down Encapsulant (used to seal off or "lock-down" minute asbestos fibers left on surfaces from which asbestos containing material has been removed).

1.2.13 Friable Asbestos Material

One percent asbestos containing material that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

1.2.14 Glovebag Technique

Those asbestos removal and control techniques put forth in 29 CFR 1926.1101 Appendix G.

1.2.15 HEPA Filter Equipment

High efficiency particulate air (HEPA) filtered vacuum and/or exhaust ventilation equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall retain 99.97 percent of particles 0.3 microns or larger as indicated in UL 586.

1.2.16 Navy Consultant (NC)

Not Used

1.2.17 Negative Pressure Enclosure (NPE)

That engineering control technique described as a negative pressure enclosure in 29 CFR 1926.1101.

1.2.18 Nonfriable Asbestos Material

Material that contains asbestos in which the fibers have been immobilized by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not normally release asbestos fibers during any appropriate use, handling, storage or transportation. It is understood that asbestos fibers may be released under other conditions such as demolition, removal, or mishap.

1.2.19 Personal Sampling

Air sampling which is performed to determine asbestos fiber concentrations within the breathing zone of a specific employee, as performed in accordance with 29 CFR 1926.1101.

1.2.20 Private Qualified Person (PQP)

That qualified person hired by the Contractor to perform the herein listed tasks.

1.2.21 Qualified Person (QP)

A Registered Architect, Professional Engineer, Certified Industrial Hygienist, consultant or other qualified person who has successfully completed training and is therefore accredited under a legitimate State Model Accreditation Plan as described in 40 CFR 763 as a Building Inspector, Contractor/Supervisor Abatement Worker, and Asbestos Project Designer; and has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent. The QP must be qualified to perform visual inspections as indicated in ASTM E 1368.

1.2.22 TEM

Refers to Transmission Electron Microscopy.

1.2.23 Time Weighted Average (TWA)

The TWA is an 8-hour time weighted average airborne concentration of asbestos fibers.

1.2.24 Wetting Agent

A chemical added to water to reduce the water's surface tension thereby increasing the water's ability to soak into the material to which it is applied. An equivalent wetting agent must have a surface tension of at most 29 dynes per centimeter when tested in accordance with ASTM D 1331.

1.3 REQUIREMENTS

1.3.1 Description of Work

The work covered by this section includes the handling and control of asbestos containing materials and describes some of the resultant procedures and equipment required to protect workers, the environment and occupants of the building or area, or both, from contact with airborne asbestos fibers. The work also includes the disposal of any asbestos containing materials generated by the work. More specific operational procedures shall be outlined in the Asbestos Hazard Abatement Plan called for elsewhere in this specification. The asbestos work includes the demolition and removal of ACM as indicated in the drawings. Provide techniques as outlined in this specification. All buildings/work areas will be unoccupied by non-abatement personnel during the asbestos abatement work. All asbestos removal work shall be supervised by a competent person as specified herein.

1.3.2 Medical Requirements

Provide medical requirements including but not limited to medical surveillance and medical record keeping as listed in 29 CFR 1926.1101.

1.3.2.1 Medical Examinations

Before exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29 CFR 1926.1101 or other pertinent State or local directives. This requirement must have been satisfied within the 12 months prior to the start of work on this contract. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation. Specifically identify x-ray films of asbestos workers to the consulting radiologist and mark medical record jackets with the word "ASBESTOS."

1.3.2.2 Medical Records

Maintain complete and accurate records of employees' medical examinations, medical records, and exposure data for a period after termination of employment in compliance with applicable laws/standards and make records of the required medical examinations and exposure data available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health (OSHA), or authorized representatives of them, and an employee's physician upon the request of the employee or former employee.

1.3.3 Employee Training

Submit certificates, prior to the start of work but after the main abatement submittal, signed by each employee indicating that the employee has received training in the proper handling of materials and wastes that contain asbestos in accordance with 40 CFR 763; understands the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of the

respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis. Certificates shall be organized by individual worker, not grouped by type of certification. Train all personnel involved in the asbestos control work in accordance with United States Environmental Protection Agency (USEPA) Asbestos Hazard Emergency Response Act (AHERA) training criteria or State training criteria whichever is more stringent. The Contractor shall document the training by providing: dates of training, training entity, course outline, names of instructors, and qualifications of instructors upon request by the Contracting Officer. Furnish each employee with respirator training and fit testing administered by the PQP as required by 29 CFR 1926.1101. Fully cover engineering and other hazard control techniques and procedures.

1.3.4 Permits , Licenses, and Notifications

Obtain necessary permits and licenses in conjunction with asbestos removal, encapsulation, hauling, and disposition, and furnish notification of such actions required by Federal, State, regional, and local authorities prior to the start of work. Notify the Contracting Officer in writing 20 working days prior to commencement of work in accordance with 40 CFR 61-SUBPART M and 16 VAC 25-20-30. Notify the Contracting Officer and other appropriate Government agencies in writing 20 working days prior to the start of asbestos work as indicated in applicable laws, ordinances, criteria, rules, and regulations. Submit copies of all Notifications to the Contracting Officer.

1.3.5 Environment, Safety and Health Compliance

In addition to detailed requirements of this specification, comply with those applicable laws, ordinances, criteria, rules, and regulations of Federal, State, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.1101, 40 CFR 61-SUBPART A, 40 CFR 61-SUBPART M, and ND OPNAVINST 5100.23. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirement as defined by the Government shall apply. The following laws, ordinances, criteria, rules and regulations regarding removal, handling, storing, transporting and disposing of asbestos materials apply:

- a. 49 CFR 107
- b. 49 CFR 171-173
- c. 40 CFR 763.

1.3.6 Respiratory Protection Program

Establish and implement a respirator program as required by ANSI Z88.2, 29 CFR 1926.1101, and 29 CFR 1926.103. Submit a written description of the program to the Contracting Officer. Submit a written program manual or operating procedure including methods of compliance with regulatory statutes.

1.3.6.1 Respirator Program Records

Submit records of the respirator program as required by ANSI Z88.2, 29 CFR 1926.103, and 29 CFR 1926.1101.

1.3.7 Asbestos Hazard Control Supervisor

The Contractor shall be represented on site by a supervisor, trained using the model Contractor accreditation plan as indicated in the Federal statutes for all portions of the herein listed work.

1.3.8 Hazard Communication

Adhere to all parts of 29 CFR 1926.59 and provide the Contracting Officer with a copy of the Material Safety Data Sheets (MSDS) for all materials brought to the site.

1.3.9 Asbestos Hazard Abatement Plan

Submit a detailed plan of the safety precautions such as lockout, tagout, tryout, fall protection, and confined space entry procedures and equipment and work procedures to be used in the removal of materials containing asbestos. The plan, not to be combined with other hazard abatement plans, shall be prepared, signed, and sealed by the PQP. Provide a Table of Contents for each abatement submittal, which shall follow the sequence of requirements in the contract. Such plan shall include but not be limited to the precise personal protective equipment to be used including, but not limited to, respiratory protection, type of whole-body protection and if reusable coveralls are to be employed decontamination methods (operations and quality control plan), the location of asbestos control areas including clean and dirty areas, buffer zones, showers, storage areas, change rooms, removal method, interface of trades involved in the construction, sequencing of asbestos related work, disposal plan, type of wetting agent and asbestos sealer to be used, locations of local exhaust equipment, planned air monitoring strategies, and a detailed description of the method to be employed in order to control environmental pollution. The plan shall also include (both fire and medical emergency) response plans. The Asbestos Hazard Abatement Plan must be approved in writing prior to starting any asbestos work. The Contractor, Asbestos Hazard Control Supervisor, and PQP shall meet with the Contracting Officer prior to beginning work, to discuss in detail the Asbestos Hazard Abatement Plan, including work procedures and safety precautions. Once approved by the Contracting Officer, the plan will be enforced as if an addition to the specification. Any changes required in the specification as a result of the plan shall be identified specifically in the plan to allow for free discussion and approval by the Contracting Officer prior to starting work.

1.3.10 Testing Laboratory

Submit the name, address, and telephone number of each testing laboratory selected for the analysis, and reporting of airborne concentrations of asbestos fibers along with evidence that each laboratory selected holds the appropriate State license and/or permits and certification that each laboratory is American Industrial Hygiene Association (AIHA) accredited and that persons counting the samples have been judged proficient by current inclusion on the AIHA Asbestos Analysis Registry (AAR) and successful participation of the laboratory in the Proficiency Analytical Testing (PAT) Program. Where analysis to determine asbestos content in bulk materials or transmission electron microscopy is required, submit evidence that the laboratory is accredited by the National Institute of Science and Technology (NIST) under National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis. The testing laboratory firm shall be independent of the asbestos contractor and shall have no employee or employer relationship which could constitute a conflict of interest.

1.3.11 Landfill Approval

Submit written evidence that the landfill is for asbestos disposal by the U.S. Environmental Protection Agency and local regulatory agencies. Within 3 working days after delivery, submit detailed delivery tickets, prepared, signed, and dated by an agent of the landfill, certifying the amount of asbestos materials delivered to the landfill. Submit a copy of the waste shipment records within 1 day of the shipment leaving the project site.

1.3.12 Medical Certification

Provide a written certification for each worker and supervisor, signed by a licensed physician indicating that the worker and supervisor has met or exceeded all of the medical prerequisites listed herein and in 29 CFR 1926.1101 and 29 CFR 1926.103 as prescribed by law. Submit certificates prior to the start of work but after the main abatement submittal.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

Product Data

- Local exhaust equipment

- Vacuums

- Respirators

- Pressure differential automatic recording instrument

- Amended water

- Material Safety Data Sheets (MSDS) for all materials proposed for transport to the project site

- Encapsulants

Test Reports

- Air sampling results

- Pressure differential recordings for local exhaust system

- Asbestos disposal quantity report

- Encapsulation test patches

- Clearance sampling

Certificates

- Asbestos hazard abatement plan

- Testing laboratory

- Private qualified person documentation

- Contractor's license

Competent person documentation
Worker's license
Landfill approval
Employee training
Medical certification requirements
Waste shipment records and if applicable exemption report
Respiratory Protection Program
Delivery tickets
Vacuums
Ventilation systems
Other equipment used to contain airborne asbestos fibers
Chemical encapsulants sealers

Notifications

Show compliance with ANSI Z9.2 by providing manufacturers' certifications.

Closeout Submittals

Notifications
Rental equipment
Respirator program records
Permits and licenses
Protective clothing decontamination quality control records

1.5 QUALITY ASSURANCE

1.5.1 Private Qualified Person Documentation

Submit the name, address, and telephone number of the Private Qualified Person (PQP) selected to prepare the Asbestos Hazard Abatement Plan, direct monitoring and training, and documented evidence that the PQP has successfully completed training in and is accredited and where required is certified as, a Building Inspector, Contractor/Supervisor Abatement Worker, and Asbestos Project Designer as described by 40 CFR 763 and has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent.. The PQP and the asbestos contractor shall not have an employee/employer relationship or financial relationship which could constitute a conflict of interest. The PQP shall be a first tier subcontractor.

1.5.2 Competent Person Documentation

Submit training certification and a current Asbestos Contractor's and Supervisor's License.

1.5.3 Worker's License

Submit documentation that requires all workers have a current Asbestos Workers License.

1.5.4 Contractor's License

Contractor shall have current asbestos contractor's license. Submit a copy of the asbestos contractor's license issued by the government licensing board.

1.5.5 Air Sampling Results

Complete fiber counting and provide results to the PQP for review within 16 hours of the "time off" of the sample pump. Notify the Contracting Officer immediately of any airborne levels of asbestos fibers in excess of the acceptable limits. Submit sampling results to the Contracting Officer and the affected Contractor employees where required by law within 3 working days, signed by the testing laboratory employee performing air sampling, the employee that analyzed the sample, and the PQP. Notify the Contractor and the Contracting Officer immediately of any variance in the pressure differential which could cause adjacent unsealed areas to have asbestos fiber concentrations in excess of 0.01 fibers per cubic centimeter or background whichever is higher. In no circumstance shall levels exceed 0.1 fibers per cubic centimeter.

1.5.6 Pressure Differential Recordings for Local Exhaust System

Provide a local exhaust system that creates a negative pressure of at least 0.02 inches of water relative to the pressure external to the enclosure and operate it continuously, 24 hours a day, until the temporary enclosure of the asbestos control area is removed. Submit pressure differential recordings for each work day to the PQP for review and to the Contracting Officer within 24 hours from the end of each work day.

1.5.8 Protective Clothing Decontamination Facility Notification

Submit written evidence that persons who decontaminate, store, or transport asbestos contaminated clothing used in the performance of this contract were duly notified in accordance with 29 CFR 1926.1101.

1.6 EQUIPMENT

1.6.1 Rental Equipment

Provide a copy of the written notification to the rental company concerning the intended use of the equipment and the possibility of asbestos contamination of the equipment.

PART 2 PRODUCTS

2.1 ENCAPSULANTS

Shall conform to current USEPA requirements, shall contain no toxic or hazardous substances as defined in 29 CFR 1926.59, and shall conform to the following performance requirements.

2.1.1 Removal Encapsulants

Requirement	Test Standard
Flame Spread - 25, Smoke Emission - 50	ASTM E 84
Life Expectancy - 20 years Aging Test	ASTM C 732 Accelerated
Permeability - Minimum 0.4 perms	ASTM E 96

2.1.2 Bridging Encapsulant

Requirement	Test Standard
Flame Spread - 25, Smoke Emission - 50	ASTM E 84
Life Expectancy - 20 years Aging Test	ASTM C 732 Accelerated
Permeability - Minimum 0.4 perms	ASTM E 96
Fire Resistance - Negligible affect on fire resistance rating over 3 hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing)	ASTM E 119
Impact Resistance - Minimum 43 in/lb Gardner Impact Test	ASTM D 2794
Flexibility - no rupture or cracking Mandrel Bend Test	ASTM D 522

2.1.3 Penetrating Encapsulant

Requirement	Test Standard
Flame Spread - 25, Smoke Emission - 50	ASTM E 84
Life Expectancy - 20 years Aging Test	ASTM C 732 Accelerated
Permeability - Minimum 0.4 perms	ASTM E 96
Cohesion/Adhesion Test - 50 pounds of force/foot	ASTM E 736
Fire Resistance - Negligible affect on fire resistance rating over 3 hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing)	ASTM E 119
Impact Resistance - Minimum	ASTM D 2794

of tape. Reusable whole body outer protective clothing shall be either disposed of as asbestos contaminated waste upon exiting from the asbestos regulated work area or be properly decontaminated.

3.1.2.2 Work Clothing

Provide cloth work clothes for wear under the outer protective clothing and foot coverings and either dispose of or properly decontaminate them as recommended by the PQP after each use.

3.1.2.3 Personal Decontamination Unit

Provide a temporary, negative pressure unit with a separate decontamination locker room and clean locker room with a shower that complies with 29 CFR 1926.51(f)(4)(ii) through (V) in between for personnel required to wear whole body protective clothing. Provide two separate lockers for each asbestos worker, one in each locker room. Keep street clothing and street shoes in the clean locker. HEPA vacuum and remove asbestos contaminated disposable protective clothing while still wearing respirators at the boundary of the asbestos work area and seal in impermeable bags or containers for disposal. HEPA vacuum and remove asbestos contaminated reusable protective clothing while still wearing respirators at the boundary of the asbestos work area, seal in two impermeable bags, label outer bag as asbestos contaminated waste, and transport for decontamination. Do not wear work clothing between home and work. Locate showers between the decontamination locker room and the clean locker room and require that all employees shower before changing into street clothes. Collect used shower water and filter with approved water filtration equipment to remove asbestos contamination. Dispose of filters and residue as asbestos waste. Discharge clean water to the sanitary system. Dispose of asbestos contaminated work clothing as asbestos contaminated waste or properly decontaminate as specified in the Contractor's Asbestos Hazard Abatement Plan. Decontamination units shall be physically attached to the asbestos control area. Build both a personnel decontamination unit and an equipment decontamination unit onto and integral with each asbestos control area.

3.1.2.4 Decontamination of Reusable Outer Protective Clothing

When reusable outer protective clothing is used, transport the double bagged clothing to a previously notified commercial/industrial decontamination facility for decontamination. Perform non-destructive testing to determine the effectiveness of asbestos decontamination. If representative sampling is used, ensure the statistical validity of the sampling results. If representative sampling is used, reject any entire batch in which any of the pieces exceed 40 fibers per square millimeter. Inspect reusable protective clothing prior to use to ensure that it will provide adequate protection and is not or is not about to become ripped, torn, deteriorated, or damaged, and that it is not visibly contaminated. Notify, in writing, all personnel involved in the decontamination of reusable outer protective clothing as indicated in 29 CFR 1926.1101.

3.1.2.5 Eye Protection

Provide goggles to personnel engaged in asbestos abatement operations when the use of a full face respirator is not required.

3.1.3 Warning Signs and Labels

Provide warning signs at all approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos.

3.1.3.1 Warning Sign

Provide vertical format conforming to 29 CFR 1926.200, and 29 CFR 1926.1101 minimum 20 by 14 inches displaying the following legend in the lower panel:

Legend	Notation
Danger	one inch Sans Serif Gothic or Block
Asbestos	one inch Sans Serif Gothic or Block
Cancer and Lung Disease Hazard	1/4 inch Sans Serif Gothic or Block
Authorized Personnel Only	1/4 inch Gothic
Respirators and Protective Clothing are Required in this Area	1/4 inch Gothic

Spacing between lines shall be at least equal to the height of the upper of any two lines.

3.1.3.2 Warning Labels

Provide labels conforming to 29 CFR 1926.1101 of sufficient size to be clearly legible, displaying the following legend:

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

BREATHING ASBESTOS DUST MAY
CAUSE SERIOUS BODILY HARM

3.1.4 Local Exhaust System

Provide a local exhaust system in the asbestos control area in accordance with ANSI Z9.2 and 29 CFR 1926.1101 that will provide at least four air changes per hour inside of the negative pressure enclosure. Local exhaust equipment shall be operated 24 hours per day, until the asbestos control area is removed and shall be leak proof to the filter and equipped with HEPA filters. Maintain a minimum pressure differential in the control area of minus 0.02 inch of water column relative to adjacent, unsealed areas. Provide continuous 24-hour per day monitoring of the pressure differential with a pressure differential automatic recording instrument. In no case shall the building ventilation system be used as the local exhaust system for the asbestos control area. Filters on

exhaust equipment shall conform to ANSI Z9.2 and UL 586. The local exhaust system shall terminate out of doors and remote from any public access or ventilation system intakes.

3.1.5 Tools

Vacuums shall be leak proof to the filter and equipped with HEPA filters. Filters on vacuums shall conform to ANSI Z9.2 and UL 586. Do not use power tools to remove asbestos containing materials unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation systems. Remove all residual asbestos from reusable tools prior to storage or reuse.

3.1.6 Rental Equipment

If rental equipment is to be used, furnish written notification to the rental agency concerning the intended use of the equipment and the possibility of asbestos contamination of the equipment.

3.2 WORK PROCEDURE

Perform asbestos related work in accordance with 29 CFR 1926.1101, 40 CFR 61-SUBPART M, and as specified herein. Use wet removal procedures and negative pressure enclosure techniques. Personnel shall wear and utilize protective clothing and equipment as specified herein. Eating, smoking, drinking, chewing gum, tobacco, or applying cosmetics shall not be permitted in the asbestos work or control areas. Personnel of other trades not engaged in the removal and demolition of asbestos containing material shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection and training provisions of this specification are complied with by the trade personnel. Shut down the building heating, ventilating, and air conditioning system, cap the openings to the system, and provide temporary ventilation, prior to the commencement of asbestos work. Disconnect electrical service when wet removal is performed and provide temporary electrical service with verifiable ground fault circuit interrupter (GFCI) protection prior to the use of any water. If an asbestos fiber release or spill occurs outside of the asbestos control area, stop work immediately, correct the condition to the satisfaction of the Contracting Officer including clearance sampling, prior to resumption of work.

3.2.1 Protection of Existing Work to Remain

Perform work without damage or contamination of adjacent work. Where such work is damaged or contaminated as verified by the Contracting Officer using visual inspection or sample analysis, it shall be restored to its original condition or decontaminated by the Contractor at no expense to the Government as deemed appropriate by the Contracting Officer. This includes inadvertent spill of dirt, dust, or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, stop work immediately. Then clean up the spill. When satisfactory visual inspection and air sampling results are obtained from the PQP work may proceed at the discretion of the Contracting Officer.

3.2.2 Furnishings

Furniture and equipment will be removed from the area of work by the contractor before asbestos work begins.

3.2.3 Precleaning

Wet wipe and HEPA vacuum all surfaces potentially contaminated with asbestos prior to establishment of an enclosure.

3.2.4 Asbestos Control Area Requirements

3.2.4.1 Negative Pressure Enclosure

Block and seal openings in areas where the release of airborne asbestos fibers can be expected. Establish an asbestos negative pressure enclosure with the use of curtains, portable partitions, or other enclosures in order to prevent the escape of asbestos fibers from the contaminated asbestos work area. Negative pressure enclosure development shall include protective covering of uncontaminated walls, and ceilings with a continuous membrane of two layers of minimum 6-mil plastic sheet sealed with tape to prevent water or other damage. Provide two layers of 6-mil plastic sheet over floors and extend a minimum of 12 inches up walls. Seal all joints with tape. Provide local exhaust system in the asbestos control area. Openings will be allowed in enclosures of asbestos control areas for personnel and equipment entry and exit, the supply and exhaust of air for the local exhaust system and the removal of properly containerized asbestos containing materials. Replace local exhaust system filters as required to maintain the efficiency of the system.

3.2.5 Removal Procedures

Wet asbestos material with a fine spray of amended water during removal, cutting, or other handling so as to reduce the emission of airborne fibers. Remove material and immediately place in 6 mil plastic disposal bags. Remove asbestos containing material in a gradual manner, with continuous application of the amended water or wetting agent in such a manner that no asbestos material is disturbed prior to being adequately wetted. Where unusual circumstances prohibit the use of 6 mil plastic bags, submit an alternate proposal for containment of asbestos fibers to the Contracting Officer for approval. For example, in the case where both piping and insulation are to be removed, the Contractor may elect to wet the insulation, wrap the pipes and insulation in plastic and remove the pipe by sections. Asbestos containing material shall be containerized while wet. At no time shall asbestos material be allowed to accumulate or become dry. Lower and otherwise handle asbestos containing material as indicated in 40 CFR 61-SUBPART M.

3.2.5.1 Sealing Contaminated Items Designated for Disposal

Remove contaminated architectural, mechanical, and electrical appurtenances such as venetian blinds, full-height partitions, carpeting, duct work, pipes and fittings, radiators, light fixtures, conduit, panels, and other contaminated items designated for removal by completely coating the items with an asbestos lock-down encapsulant at the demolition site before removing the items from the asbestos control area. These items need not be vacuumed. The asbestos lock-down encapsulant shall be tinted a contrasting color. It shall be spray-applied by airless method. Thoroughness of sealing operation shall be visually gauged by the extent of colored coating on exposed surfaces. Lock-down encapsulants shall comply with the performance requirements specified herein.

3.2.5.2 Exposed Pipe Insulation Edges

Contain edges of asbestos insulation to remain that are exposed by a removal operation. Wet and cut the rough ends true and square with sharp tools and then encapsulate the edges with a 1/4 inch thick layer of non-asbestos containing insulating cement troweled to a smooth hard finish. When cement is dry, lag the end with a layer of non-asbestos lagging cloth, overlapping the existing ends by at least 4 inches. When insulating cement and cloth is an impractical method of

sealing a raw edge of asbestos, take appropriate steps to seal the raw edges as approved by the Contracting Officer.

3.2.7 Air Sampling

Sampling of airborne concentrations of asbestos fibers shall be performed in accordance with 29 CFR 1926.1101 and as specified herein. Sampling performed in accordance with 29 CFR 1926.1101 shall be performed by the PQP. Sampling performed for environmental and quality control reasons shall be performed by the PQP. Unless otherwise specified, use NIOSH Method 7400 for sampling and analysis. Monitoring may be duplicated by the Government at the discretion of the Contracting Officer. If the air sampling results obtained by the Government differ from those results obtained by the Contractor, the Government will determine which results predominate.

3.2.7.1 Sampling Prior to Asbestos Work

Provide area air sampling and establish the baseline one day prior to the masking and sealing operations for each removal site. Establish the background by performing area sampling in similar but uncontaminated sites in the building.

3.2.7.2 Sampling During Asbestos Work

The PQP shall provide personal and area sampling as indicated in 29 CFR 1926.1101 and governing environmental regulations. In addition, provided the same type of work is being performed, provide area sampling at least once every work shift close to the work inside the enclosure, outside the clean room entrance to the enclosure, and at the exhaust opening of the local exhaust system. If sampling outside the enclosure shows airborne levels have exceeded background or 0.01 fibers per cubic centimeter, whichever is greater, stop all work, correct the condition(s) causing the increase, and notify the Contracting Officer immediately. Where alternate methods are used, perform personal and area air sampling at locations and frequencies that will accurately characterize the evolving airborne asbestos levels.

3.2.7.3 Sampling After Final Clean-Up (Clearance Sampling)

Provide area sampling of asbestos fibers using aggressive air sampling techniques as defined in the EPA 560/5-85-024 and establish an airborne asbestos concentration of less than 0.01 fibers per cubic centimeter after final clean-up but before removal of the enclosure or the asbestos work control area. After final cleanup and the asbestos control area is dry but prior to clearance sampling, the PQP shall perform a visual inspection in accordance with ASTM E 1368 to ensure that the asbestos control and work area is free of any accumulations of dirt, dust, or debris. Prepare a written report signed and dated by the PQP documenting that the asbestos control area is free of dust, dirt, and debris and all waste has been removed. The asbestos fiber counts from these samples shall be less than 0.01 fibers per cubic centimeter or be not greater than the background, whichever is greater. Should any of the final samples indicate a higher value, the Contractor shall take appropriate actions to re-clean the area and shall repeat the sampling and TEM analysis at the Contractor's expense.

3.2.8 Lock-Down

Prior to removal of plastic barriers and after pre-clearance clean up of gross contamination, the PQP shall conduct a visual inspection of all areas affected by the removal in accordance with ASTM E 1368. Inspect for any visible fibers .

3.2.9 Site Inspection

While performing asbestos engineering control work, the Contractor shall be subject to on-site inspection by the Contracting Officer who may be assisted by or represented by safety or industrial hygiene personnel. If the work is found to be in violation of this specification, the Contracting Officer or his representative will issue a stop work order to be in effect immediately and until the violation is resolved. All related costs including standby time required to resolve the violation shall be at the Contractor's expense.

3.3 CLEAN-UP AND DISPOSAL

3.3.1 Housekeeping

Essential parts of asbestos dust control are housekeeping and clean-up procedures. Maintain surfaces of the asbestos control area free of accumulations of asbestos fibers. Give meticulous attention to restricting the spread of dust and debris; keep waste from being distributed over the general area. Use HEPA filtered vacuum cleaners. **DO NOT BLOW DOWN THE SPACE WITH COMPRESSED AIR.** When asbestos removal is complete, all asbestos waste is removed from the work-site, and final clean-up is completed, the Contracting Officer will attest that the area is safe before the signs can be removed. After final clean-up and acceptable airborne concentrations are attained but before the HEPA unit is turned off and the enclosure removed, remove all pre-filters on the building HVAC system and provide new pre-filters. Dispose of filters as asbestos contaminated materials. Reestablish HVAC mechanical, and electrical systems in proper working order. The Contracting Officer will visually inspect all surfaces within the enclosure for residual material or accumulated dust or debris. The Contractor shall re-clean all areas showing dust or residual materials. If re-cleaning is required, air sample and establish an acceptable asbestos airborne concentration after re-cleaning. The Contracting Officer must agree that the area is safe in writing before unrestricted entry will be permitted. The Government shall have the option to perform monitoring to determine if the areas are safe before entry is permitted.

3.3.2 Title to Materials

All waste materials, except as specified otherwise, shall become the property of the Contractor and shall be disposed of as specified in applicable local, State, and Federal regulations and herein.

3.3.3 Disposal of Asbestos

3.3.3.1 Procedure for Disposal

Collect asbestos waste, asbestos contaminated water, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing which may produce airborne concentrations of asbestos fibers and place in sealed fiber-proof, waterproof, non-returnable containers (e.g. double plastic bags 6 mils thick, cartons, drums or cans). Wastes within the containers must be adequately wet in accordance with 40 CFR 61-SUBPART M. Affix a warning and Department of Transportation (DOT) label to each container including the bags or use at least 6 mils thick bags with the approved warnings and DOT labeling preprinted on the bag. The name of the waste generator and the location at which the waste was generated shall be clearly indicated on the outside of each container. Prevent contamination of the transport vehicle (especially if the transport vehicle is a rented truck likely to be used in the future for non-asbestos purposes). These precautions include lining the vehicle cargo area with plastic sheeting (similar to

work area enclosure) and thorough cleaning of the cargo area after transport and unloading of asbestos debris is complete. Dispose of waste asbestos material at an Environmental Protection Agency (EPA) or State-approved asbestos landfill off Government property. For temporary storage, store sealed impermeable bags in asbestos waste drums or skids. An area for interim storage of asbestos waste-containing drums or skids will be assigned by the Contracting Officer or his authorized representative. Procedure for hauling and disposal shall comply with 40 CFR 61-SUBPART M, State, regional, and local standards. Sealed plastic bags may be dumped from drums into the burial site unless the bags have been broken or damaged. Damaged bags shall remain in the drum and the entire contaminated drum shall be buried. Uncontaminated drums may be recycled. Workers unloading the sealed drums shall wear appropriate respirators and personal protective equipment when handling asbestos materials at the disposal site.

3.3.3.2 Asbestos Disposal Quantity Report

Allow the PQP to inspect, record and report the amount of asbestos containing material removed and released for disposal on a daily basis.

END OF SECTION

SECTION 13283

REMOVAL/CONTROL AND DISPOSAL OF PAINT WITH LEAD

PART 1 GENERAL

1.1 REFERENCES

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- A. ANSI Z88.2(1992) Respiratory Protection
- B. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
- C. HUD 6780(1995; Errata Aug 1996;Rev Ch. 7 - 1997) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

- A. 29 CFR 1926.103Respiratory Protection
- B. 29 CFR 1926.21Safety Training and Education
- C. 29 CFR 1926.33Access to Employee Exposure and Medical Records
- D. 29 CFR 1926.55Gases, Vapors, Fumes, Dusts, and Mists
- E. 29 CFR 1926.59Hazard Communication
- F. 29 CFR 1926.62Lead
- G. 29 CFR 1926.65Hazardous Waste Operations and Emergency Response
- H. 40 CFR 260Hazardous Waste Management System: General
- I. 40 CFR 261Identification and Listing of Hazardous Waste
- J. 40 CFR 262Standards Applicable to Generators of Hazardous Waste
- K. 40 CFR 263Standards Applicable to Transporters of Hazardous Waste
- L. 40 CFR 264Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- M. 40 CFR 265Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- N. 40 CFR 268Land Disposal Restrictions
- O. 40 CFR 745Lead-Based Paint Poisoning Prevention in Certain Residential Structures

- P. 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
- Q. 49 CFR 178 Specifications for Packagings

UNDERWRITERS LABORATORIES (UL)

- A. UL 586(1996; Rev thru Apr 2000) High-Efficiency, Particulate, Air Filter Units

1.2 DEFINITIONS

1.2.1 Abatement

As applied to target housing and child occupied facilities, "abatement" means any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate Federal agencies. Such term includes:

- a. The removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures, and the removal or covering of lead contaminated soil; and
- b. All preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures.

1.2.2 Action Level

Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8 hour period in a work environment.

1.2.3 Area Sampling

Sampling of lead concentrations within the lead control area and inside the physical boundaries, which is representative of the airborne lead concentrations but is not collected in the breathing zone of personnel.

1.2.4 Child Occupied Facility

A building or portion of a building constructed prior to 1978 visited regularly by the same child, 6 years of age or under, on a least two different days within any week, provided each days visit last at least 3 hours and the combined weekly visit last at least 6 hours and the combined annual visit last at least 60 hours. Child occupied facilities may include, but are not limited to day-care centers, preschools and kindergarten classrooms.

1.2.5 Competent Person (CP)

As used in this section, refers to a person employed by the Contractor who is trained in the recognition and control of lead hazards in accordance with current federal, State, and local regulations. A Certified Industrial Hygienist (CIH) certified for comprehensive practice by the American Board of Industrial Hygiene or a Certified Safety Professional (CSP) certified by the Board of Certified Safety Professionals is the best choice.

1.2.6 Contaminated Room

Refers to a room for removal of contaminated personal protective equipment (PPE).

1.2.7 Decontamination Shower Facility

That facility that encompasses a clean clothing storage room, and a contaminated clothing storage and disposal rooms, with a shower facility in between.

1.2.8 Deleading

Activities conducted by a person who offers to eliminate lead-based paint or lead-based paint hazards or to plan such activities in commercial buildings, bridges or other structures.

1.2.9 Eight-Hour Time Weighted Average (TWA)

Airborne concentration of lead to which an employee is exposed, averaged over an 8 hour workday as indicated in 29 CFR 1926.62.

1.2.10 High Efficiency Particulate Air (HEPA) Filter Equipment

HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3 micron or larger size particles.

1.2.11 Housing Unit

A housing unit shall be defined as a single structure located within the subject site.

1.2.12 Lead

Metallic lead, inorganic lead compounds, and organic lead soaps.

1.2.13 Lead-Based Paint (LBP)

Paint or other surface coating that contains lead in excess of 1.0 milligrams per centimeter squared or 0.5 percent by weight.

1.2.14 Lead-Based Paint Activities

In the case of target housing or child occupied facilities, lead-based paint activities include; a lead-based paint inspection, a risk assessment, or abatement of lead-based paint hazards.

1.2.15 Lead-Based Paint Hazard (LBP Hazard)

Any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, lead-based paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

1.2.16 Paint with Lead (PWL)

Any paint that contains lead as determined by the testing laboratory using a valid test method. The requirements of this section does not apply if no detectable levels of lead are found using a quantitative method for analyzing paint using laboratory instruments with specified limits of detection (usually 0.01%). An X-Ray Fluorescence (XRF) instrument is not considered a valid test method.

1.2.17 Lead Control Area

A system to prevent the spread of lead dust, paint chips or debris to adjacent areas that may include temporary containment, floor or ground cover protection, physical boundaries, and warning signs to prevent unauthorized entry of personnel. HEPA filtered local exhaust equipment may be used as engineering controls to further reduce personnel exposures or building/outdoor environmental contamination.

1.2.18 Lead Permissible Exposure Limit (PEL)

Fifty micrograms per cubic meter of air as an 8 hour time weighted average as determined by 29 CFR 1926.62. If an employee is exposed for more than eight hours in a workday, the PEL shall be determined by the following formula:

PEL (micrograms/cubic meter of air) = 400/No. hrs worked per day

1.2.19 Personal Sampling

Sampling of airborne lead concentrations within the breathing zone of an employee to determine the 8 hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples shall be representative of the employees' work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches and centered at the nose or mouth of an employee.

1.2.20 Physical Boundary

Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area but inside the physical boundary."

1.2.21 Target Housing

Housing constructed prior to 1978. It does not include housing for the elderly, or persons with disabilities unless any one or more children age 6 years and younger resides or is expected to reside in such housing.

1.2.22 Toxicity Characteristic Leaching Procedure (TCLP)

Laboratory testing procedure summarized in EPA SW-864 Manual that is designed to simulate leaching a material may undergo if disposed in a sanitary landfill in order to determine whether the tested material possesses the characteristic of toxicity to an extent that defines it as a hazardous waste.

1.3 DESCRIPTION

1.3.1 Description of Work

Remove/control lead-based paint / paint with lead, located at Former Navy Housing in Tiyan as indicated on the drawings.

1.3.2 Coordination with Other Work

The contractor shall coordinate with work being performed in adjacent areas. Coordination procedures shall be explained in the Removal/Control Plan and shall

describe how the Contractor will prevent lead exposure to other contractors and/or Government personnel performing work unrelated to lead activities.

1.4 SUBMITTALS

Product Data

Vacuum Filters

Respirators

Test Reports

sampling results

Occupational and Environmental Assessment Data Report

Certificates

Qualifications of CP;

Testing Laboratory qualifications

Lead-based paint/paint with lead removal/control plan including CP approval (signature, date, and certification number)

Rental equipment notification

Respiratory Protection Program

Hazard Communication Program;

State approved hazardous waste treatment, storage, or disposal facility for lead disposal

Lead Waste Management Plan

Vacuum filters

Manufacturer's Instructions

Chemicals and equipment;

Materials;

Material safety data sheets for all chemicals

Closeout Submittals

Completed and signed hazardous waste manifest from treatment or disposal facility

Certification of Medical Examinations

Employee Training Certification

Waste turn-in documents or weight tickets for non-hazardous wastes that are disposed of at sanitary or construction and demolition landfills

1.5 QUALITY ASSURANCE

1.5.1 Qualifications

1.5.1.1 Qualifications of CP

Submit name, address, and telephone number of the CP selected to perform responsibilities specified in paragraph entitled "Competent Person (CP) Responsibilities." Provide previous experience of the CP. Submit proper documentation that the CP is trained and certified in accordance with Federal, State, and local laws.

1.5.1.2 Training Certification

Submit a certificate for each employee and supervisor, signed and dated by the training provider meeting 40 CFR 745 (Subpart L) requirements, stating that the employee or supervisor has received the required lead training and is certified to perform or supervise deleading or lead removal.

1.5.1.3 Testing Laboratory

Submit the name, address, and telephone number of the testing laboratory selected to perform the air and soil sampling, testing, and reporting of airborne concentrations of lead. Use a laboratory accredited under the EPA National Lead Laboratory Accreditation Program (NLLAP) by either the American Association for Laboratory Accreditation (A2LA) or the American Industrial Hygiene Association (AIHA) and that is successfully participating in the Environmental Lead Proficiency Analytical Testing (ELPAT) program to perform sample analysis. Laboratories selected to perform blood lead analysis shall be OSHA approved.

1.5.1.4 Third Party Consultant Qualifications

Submit the name, address, and telephone number of the third party consultant selected to perform the wipe sampling for determining concentrations of lead in dust or soil sampling. Submit proper documentation that the consultant is trained and certified as an inspector technician or inspector/risk assessor by the USEPA authorized State (or local) certification and accreditation program.

1.5.2 Requirements

1.5.2.1 Competent Person (CP) Responsibilities

- a. Verify training meets all federal, State, and local requirements.
- b. Review and approve lead-based paint/paint with lead removal/control plan for conformance to the applicable standards. Ensure work is performed in strict accordance with specifications at all times.
- c. Continuously inspect lead-based paint removal/control work for conformance with the approved plan.
- d. Perform air and wipe sampling.

- e. Control work to prevent hazardous exposure to human beings and to the environment at all times.
- f. Certify the conditions of the work as called for elsewhere in this specification.

1.5.2.2 Lead-Based Paint/Paint with Lead Removal/Control Plan (LBP/PWL R/CP)

Submit a detailed job-specific plan of the work procedures to be used in the removal/control of LBP/PWL. The plan shall include a sketch showing the location, size, and details of lead control areas, location and details of decontamination facilities, viewing ports, and mechanical ventilation system. Include a description of equipment and materials, controls and job responsibilities for each activity from which lead is emitted. Include in the plan, eating, drinking, smoking and sanitary procedures, interface of trades, sequencing of lead related work, collected waste water and paint debris disposal plan, air sampling plan, respirators, personal protective equipment, and a detailed description of the method of containment of the operation to ensure that lead is not released outside the lead control area. Include site preparation, cleanup and clearance procedures. Include occupational and environmental sampling, training, sampling methodology, frequency, duration of sampling, and qualifications of sampling personnel in the air sampling portion of the plan. Include a description of arrangements made among contractors on multi-contractor worksites to inform affected employees and to clarify responsibilities to control exposures.

The Removal/Control Plan shall be developed by a certified planner/project designer.

1.5.2.3 Occupational and Environmental Assessment Data Report

If initial monitoring is necessary, submit occupational and environmental sampling results to the Contracting Officer within three working days of collection, signed by the testing laboratory employee performing the analysis, the employee that performed the sampling, and the CP.

- a. The initial monitoring shall represent each job classification, or if working conditions are similar to previous jobs by the same employer, provide previously collected exposure data that can be used to estimate worker exposures per 29 CFR 1926.62. The data shall represent the worker's regular daily exposure to lead for stated work.
- b. Submit worker exposure data gathered during the task based trigger operations of 29 CFR 1926.62 with a complete process description. This includes manual demolition, manual scraping, manual sanding, heat gun, power tool cleaning, rivet busting, cleanup of dry expendable abrasives, abrasive blast enclosure removal, abrasive blasting, welding, cutting and torch burning where lead containing coatings are present.
- c. The initial assessment shall determine the requirement for further monitoring and the need to fully implement the control and protective requirements including the lead compliance plan per 29 CFR 1926.62.

1.5.2.4 Medical Examinations

Initial medical surveillance as required by 29 CFR 1926.62 shall be made available to all employees exposed to lead at any time (1 day) above the action

level. Full medical surveillance shall be made available to all employees on an annual basis who are or may be exposed to lead in excess of the action level for more than 30 days a year or as required by 29 CFR 1926.62. Adequate records shall show that employees meet the medical surveillance requirements of 29 CFR 1926.33, 29 CFR 1926.62, and 29 CFR 1926.103. Maintain complete and accurate medical records of employees for a period of at least 30 years or for the duration of employment plus 30 years, whichever is longer.

1.5.2.5 Training

Train each employee performing paint removal, disposal, and air sampling operations prior to the time of initial job assignment and annually thereafter, in accordance with 29 CFR 1926.21, 29 CFR 1926.62, and State and local regulations where appropriate.

1.5.2.6 Respiratory Protection Program

- a. Provide each employee required to wear a respirator a respirator fit test at the time of initial fitting and at least annually thereafter as required by 29 CFR 1926.62.
- b. Establish and implement a respiratory protection program as required by ANSI Z88.2, 29 CFR 1926.103, 29 CFR 1926.62, and 29 CFR 1926.55.

1.5.2.7 Hazard Communication Program

Establish and implement a Hazard Communication Program as required by 29CFR 1926.59.

1.5.2.8 Lead Waste Management

The Lead Waste Management Plan shall comply with applicable requirements of federal, State, and local hazardous waste regulations and address:

- a. Identification and classification of hazardous wastes associated with the work.
- b. Estimated quantities of wastes to be generated and disposed of.
- c. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact. Furnish two copies of proof of State hazardous waste manifests.
- d. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
- e. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
- f. Spill prevention, containment, and cleanup contingency measures including a health and safety plan to be implemented in accordance with 29 CFR 1926.65.
- g. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily. Proper containment of

the waste includes using acceptable waste containers (e.g., 55-gallon drums) as well as proper marking/labeling of the containers.

h. Unit cost for waste disposal according to this plan.

1.5.2.9 Environmental, Safety and Health Compliance

In addition to the detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of Federal, State, and local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.62. Submit matters regarding interpretation of standards to the Contracting Officer for resolution before starting work. Where specification requirements and the referenced documents vary, the most stringent requirement shall apply.

1.5.3 Pre-Construction Conference

Along with the CP, meet with the Contracting Officer to discuss in detail the lead waste management plan and the lead-based paint/paint with lead removal/control plan, including work procedures and precautions for the removal plan.

1.6 EQUIPMENT

1.6.1 Respirators

Furnish appropriate respirators approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services, for use in atmospheres containing lead dust. Respirators shall comply with the requirements of 29 CFR 1926.62.

1.6.2 Special Protective Clothing

Furnish personnel who will be exposed to lead-contaminated dust with proper disposable protective whole body clothing, head covering, gloves, and foot coverings as required by 29 CFR 1926.62. Furnish proper disposable plastic or rubber gloves to protect hands. Reduce the level of protection only after obtaining approval from the CP.

1.6.3 Rental Equipment Notification

If rental equipment is to be used during lead-based paint handling and disposal, notify the rental agency in writing concerning the intended use of the equipment. Furnish a copy of the written notification to the Contracting Officer.

1.6.4 Vacuum Filters

UL 586 labeled HEPA filters.

1.6.5 Equipment for Government Personnel

Furnish the Contracting Officer with two complete sets of personal protective equipment (PPE) daily, as required herein, for entry into and inspection of the paint removal work within the lead controlled area. Personal protective equipment shall include disposable whole body covering, including appropriate foot, head, and hand protection. PPE shall

remain the property of the Contractor. The Government will provide respiratory protection for the Contracting Officer.

1.7 PROJECT/SITE CONDITIONS

1.7.1 Protection of Adjacent Areas

Perform paint removal work without contamination of adjacent areas.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 Protection

3.1.1.1 Notification

a. Notify the Contracting Officer 20 days prior to the start of any paint removal work.

3.1.1.2 Boundary Requirements

a. Provide physical boundaries around the lead control area by roping off the area designated in the work plan or providing curtains, portable partitions or other enclosures to ensure that lead will not escape outside the lead control area.

b. Warning Signs - Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

3.1.1.3 Furnishings

Contractor shall remove all non-lead furnishings prior to commence lead removal work

3.1.1.4 Heating, Ventilating and Air Conditioning (HVAC) Systems

Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the lead control areas. Seal seams in HVAC components that pass through the lead control area.

3.1.1.5 Decontamination Shower Facility

Provide clean and contaminated change rooms and shower facilities in accordance with this specification and 29 CFR 1926.62.

3.1.1.6 Eye Wash Station

Where eyes may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes shall be provided within the work area.

3.1.1.7 Mechanical Ventilation System

- a. Use adequate ventilation to control personnel exposure to lead in accordance with 29 CFR 1926.62.
- b. To the extent feasible, use local exhaust ventilation connected to HEPA filters or other collection systems, approved by the CP. Local exhaust ventilation systems shall be evaluated and maintained in accordance with 29 CFR 1926.62.
- c. Vent local exhaust outside the building only and away from building ventilation intakes.
- d. Use locally exhausted, power actuated, paint removal tools.

3.1.1.8 Personnel Protection

Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking or application of cosmetics is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been appropriately trained and provided with protective equipment.

3.2 BULK SAMPLING

Bulk sampling of each housing unit listed in the design drawings as containing lead may be conducted to determine whether or not LBP hazardous waste exists. A representative sample of the anticipated building demolition material for each housing unit shall be taken prior to demolition. Each representative sample shall contain all paint layers, substrate and underlying building material. A Toxicity Characteristic Leaching Procedure (TCLP) for lead shall be performed for each representative sample taken. If the TCLP results for a respective housing unit are above TCLP regulatory limit for lead of 5 mg/l, then remaining sections of this specification shall apply for the respective housing unit. If the results for a respective housing unit are below TCLP regulatory limit for lead of 5 mg/l the respective housing unit may be demolished and disposed of as construction debris and the requirements of Sections 3.4, 3.5.1.2, 3.5.1.3 and 3.6 shall not apply.

3.3 ERECTION

3.3.1 Lead Control Area Requirements

Establish a lead control area by situating critical barriers and physical boundaries around the area or structure where LBP/PWL removal/control operations will be performed.

3.4 APPLICATION

3.4.1 Work Procedures

Perform removal of lead-based paint in accordance with approved lead-based paint/paint with lead removal/control plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead-based paint is removed in accordance with 29 CFR 1926.62. Dispose of removed paint chips and associated waste in compliance with Environmental Protection Agency (EPA), State, and local requirements.

3.4.2 Lead-Based Paint Removal/Control/Deleading

Provide methodology for LBP removal/control in work plan. Remove paint within the areas designated on the drawings in order to completely expose the substrate. Take whatever precautions necessary to minimize damage to the underlying substrate.

Provide methodology for LBP/PWL removal and processes to minimize contamination of work areas outside the control area with lead-contaminated dust or other lead-contaminated debris/waste and to ensure that unprotected personnel are not exposed to hazardous concentrations of lead. Describe this LBP/PWL removal/control process in the LBP/PWL.

3.4.2.1 Indoor Paint Removal

Perform manual paint removal in lead control areas using enclosures, barriers, or containments. Collect residue debris for disposal in accordance with federal, State, and local requirements.

3.3.2.2 Outdoor Paint Removal

Perform outdoor removal as indicated in federal, State, and local regulations and in the LBP/CPR/CP. The worksite preparation (barriers or containments) shall be job dependent and presented in the LBP/PWL R/CP.

3.4.3 Personnel Exiting Procedures

Whenever personnel exit the lead-controlled area, they shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:

- a. Vacuum themselves off.
- b. Remove protective clothing in the contaminated change room, and place them in an approved impermeable disposal bag.
- c. Wash hands and face at the site, don appropriate disposable or uncontaminated reusable clothing; move to an appropriate facility; shower.
- d. Change to clean clothes prior to leaving the physical boundary designated around the lead control area.

3.5 FIELD QUALITY CONTROL

3.5.1 Tests

3.5.1.1 Air and Wipe Sampling

Air sample for lead in accordance with 29 CFR 1926.62 and as specified herein. Air and wipe sampling shall be directed or performed by the CP.

- a. The CP shall be on the job site directing the air and non-clearance wipe sampling and inspecting the lead-based paint removal/control work to ensure that the requirements of the contract have been satisfied during the entire lead-based paint removal operation.
- b. Collect personal air samples on employees who are expected to have the greatest risk of exposure as determined by the CP. In addition, collect air

samples on at least 25 percent of the work crew or a minimum of two employees, whichever is greater, during each work shift.

- c. Submit results of air samples, within 72 hours after the air samples are taken.
- d. Before any work begins, collect and analyze baseline wipe and soil samples in accordance with methods defined in federal, State, and local standards inside and outside of the physical boundary to assess the degree of dust contamination in the facility prior to lead-based paint removal/control.

3.5.1.2 Air Sampling During Paint Removal Work

Conduct area air sampling daily, on each shift in which lead-based paint removal operations are performed, in areas immediately adjacent to the lead control area. Sufficient area monitoring shall be conducted to ensure unprotected personnel are not exposed at or above 30 micrograms per cubic meter of air. If 30 micrograms per cubic meter of air is reached or exceeded, stop work, correct the condition(s) causing the increased levels. Notify the Contracting Officer immediately. Determine if condition(s) require any further change in work methods. Removal work shall resume only after the CP and the Contracting Officer give approval. For outdoor operations, at least one sample on each shift shall be taken on the downwind side of the lead control area.

3.5.1.3 Sampling After Paint Removal/Control

After the visual inspection, conduct soil sampling if bare soil is present during external removal/control operations and collect wipe samples according to the HUD protocol contained in HUD 6780 to determine the lead content of settled dust and dirt in micrograms per square meter foot of surface area.

3.6 CLEANING AND DISPOSAL

3.6.1 Cleanup

Maintain surfaces of the lead control area free of accumulations of paint chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each shift and when the paint removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner, wet mopping the area and wet wiping the area as indicated by the CP. Reclean areas showing dust or residual paint chips or debris. After visible dust, chips and debris is removed, wet wipe and HEPA vacuum all surfaces in the work area. If adjacent areas become contaminated at any time during the work, clean, visually inspect, and then wipe sample all contaminated areas. The CP shall then certify in writing that the area has been cleaned of lead contamination before restarting work.

3.6.1.1 Clearance Certification

The CP shall certify in writing that air samples collected outside the lead control area during paint removal operations are less than 30 micrograms per cubic meter of air; the respiratory protection used for the employees was adequate; the work procedures were performed in accordance with 29 CFR 1926.62 and 40 CFR 745; and that there were no visible accumulations of material and dust containing lead left in the work site. Do not remove the lead control area or roped off boundary and warning signs prior to the Contracting Officer's acknowledgement of receipt of the CP certification.

The third party consultant shall certify surface wipe sample results collected inside and outside the work area are not significantly greater than the initial surface loading determined prior to work.

For exterior paint removal/control work, soil samples taken at the exterior of the work site shall be used to determine if soil lead levels had increased at a statistically significant level (significant at the 95 percent confidence limit) from the soil lead levels prior to the work. If soil lead levels do show a statistically significant increase or is above any applicable Federal or State standard for lead in soil, the soil shall be remediated back to the pre-work level.

3.6.2 Disposal

- a. Collect lead-contaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing that may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1926.62 and 40 CFR 262. Dispose of lead-contaminated waste material at an State approved hazardous waste treatment, storage, or disposal facility off Government property.
- b. Place waste materials in U.S. Department of Transportation (49 CFR 178) approved 55 gallon drums. Properly label each drum to identify the type of waste (49 CFR 172) and the date the drum was filled. For hazardous waste, the collection drum requires marking/labeling in accordance with 40 CFR 262 during the accumulation/collection timeframe. The Contracting Officer or an authorized representative will assign an area for interim storage of waste-containing drums. Do not store hazardous waste drums in interim storage longer than 90 calendar days from the date affixed to each drum.
- c. Handle, transport, and dispose lead or lead-contaminated material classified as hazardous waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
- d. All material, whether hazardous or non-hazardous shall be disposed in accordance with laws and provisions and Federal, State, or local regulations. Ensure waste is properly characterized. The result of each waste characterization (TCLP for RCRA materials) will dictate disposal requirements.

3.6.2.1 Disposal Documentation

Submit written evidence to demonstrate the hazardous waste treatment, storage, or disposal facility (TSD) is approved for lead disposal by the EPA, State or local regulatory agencies. Submit one copy of the completed hazardous waste manifest, signed and dated by the initial transporter in accordance with 40 CFR 262. Contractor shall provide a certificate that the waste was accepted by the disposal facility.

3.6.3 Payment for Hazardous Waste

Payment for disposal of hazardous and non-hazardous waste will not be made until a signed copy of the manifest from the treatment or disposal facility certifying the amount of lead-containing materials or non-hazardous waste delivered is returned and a copy is furnished to the Government.

END OF SECTION