

CONTRACT AND SPECIFICATIONS
FOR
T-HANGAR REPAIRS
(Buildings 4260, 4300, 4310, 4320, 4330)

FOR THE
JOHN C. TUNE AIRPORT
NASHVILLE, TENNESSEE



MNA A PROJECT NO. 1391A

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December 9, 2013
ISSUED FOR BID

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SECTION 00029- INVITATION TO BID

PART 1 - GENERAL

1.1 INVITATION TO BID

- A. ELECTRONIC BIDS, submitted through www.aerobidz.aero for furnishing all materials, labor, tools, equipment, and incidentals necessary for the **JWN T-HANGAR REPAIRS CIP No. 1391 (the Project)** shall be submitted no later than **2:00 p.m. (local time) on January 14, 2014.**

All bids will be publicly read aloud within one hour of bid deadline. At the opening, only the name of the Bidder and the Bid amount will be read. In lieu of attending the bid opening, bidders are encouraged to call our conference call phone line (615-275-4304) to hear the bids being read aloud. All bids received will be posted at www.Flynashville.com/business/ within 24 hours. Any Bid received after the time and date set forth above will be returned unopened.

- B. Bidders wishing to submit a non-electronic bid may do so only after receiving written authorization from MNAA. Written authorization to submit a non-electronic bid may be requested by emailing nenabowling@nashintl.com at least five (5) days prior to the date bids are due. Bidders submitting a non-electronic bid must submit a copy of the written authorization with their bid documents.
- C. The Project consists of performing all Work and furnishing all labor, materials, tools, equipment and incidentals thereto in accordance with the details as shown on the approved Plans and Specifications, or as directed by the Owner or its authorized representative. Bidders must be in good standing with the State of Tennessee and be qualified to meet all Local, State and Federal statutes, codes, regulations and ordinances governing the performance of the type of Work for which Bidder is submitting a Bid.
- D. The “JWN T-Hangar Repairs, CIP 1391” project will commence in January, 2014 with completion within the specified number of calendar days.

1.2 CONSTRUCTION DURATION

The construction duration for the Project shall be **30 Calendar Days**, which shall commence the date the Notice to Proceed is given.

1.3 THE CONTRACT DOCUMENTS

- A. Contract Documents (Drawings, Specifications, etc.) will be available for downloading on December 9, 2013 from www.aerobidz.aero.
- B. A prospective Bidder is advised to review the Contract Documents carefully prior to submitting a Bid on the Project. A prospective Bidder is also advised to visit the site of the

Project and fully inform itself about all conditions and matters that can affect the Project in any way.

- C. The successful Bidder will be required to execute the Construction Contract and other documents requiring execution that are included in the Contract Documents.

1.4 ASSISTANCE TO RESPONDENTS WITH A DISABILITY

Respondents with a disability may receive accommodation regarding the means of communicating their Bids and participating in this procurement process. Respondents with a disability may contact Nena Bowling, Specifications Writer, One Terminal Drive, Suite 501, Nashville, TN 37214, via e-mail at nena_bowling@nashintl.com, within five days of the date on which the Invitation to Bid was first issued to request reasonable accommodation.

1.5 PRE-BID CONFERENCE

- A. A Pre-Bid Conference will be held at **10:00 a.m. (local time) on Wednesday, December 18, 2013** at the John C. Tune Airport, Conference Room, 110 Tune Airport Drive, Nashville, Tennessee. Attendance at this conference is **MANDATORY**. A one-time tour of the project site will be conducted after the meeting.
- B. The Owner will accept any questions about the Project from prospective Bidders in writing until and not later than **3:00 p.m. (local time) on January 8, 2014**. After this date, no questions will be answered. Questions must be faxed to Nena Bowling, Specifications Writer, at (615) 275-2349 or emailed to her at Nena_Bowling@nashintl.com. All questions must be submitted on or in the same format as the Bid Question Form that is included in Section 00140 herein. The Owner will not be liable for oral responses to oral questions of prospective Bidders, and prospective Bidders who rely on such oral response will do so at their own risk. The answers to such questions will be provided in writing by addendum no later than **January 10, 2014**.

1.6 SMALL MINORITY WOMAN-OWNED BUSINESS (SMWBE) PARTICIPATION.

- A. It is the Owner's objective to promote, encourage, and stimulate participation of local, small, minority and woman-owned business enterprises (SMWBE) within its organization and the economic community served by it so as to provide maximum opportunities to participate in contracts, programs and all related business activities of the Owner, and to implement participation levels, policies and operational procedures to insure the Owner's objectives. Owner will apply the local, small, minority, woman-owned business participation levels where expenditures and purchases are made with non-federal funding, and to all contracts, leases, management agreements, consultants, prime contractors, subcontractors, respondents, bidders, or proposers involved in the performance of a commercially useful task for Owner.
- B. Contractors of the Owner are encouraged to engage in good faith efforts to joint venture, subcontract, or contract for supplies or services with SMWBEs and meet participation levels established by the Director, Business Diversity Development, unless an exception exists that excuses a consultant from compliance with the participation level. The attainment of the SMWBE participation level established for this contract is to be measured as a percentage of

the total dollar value of the contract. The SMWBE participation level established for this Contract will be a minimum of **SIX AND FOUR HUNDREDTHS PERCENT (6.04%) M and/or WBE**. For information on eligible SMWBE firms, bidders may contact the Director, Business Diversity Development, (615) 275-1468, or visit <http://www.flynashville.com/business-diversity-development/Pages/default.aspx> or a complete and current listing of certified SMWBE firms.

- C. See Section 00600 for additional information.

1.7 CONTRACTORS LICENSING ACT OF 1994

- A. All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, TCA Section 62-6-101 et seq. The name, license number, expiration date thereof, and license classification of the contractors applying to propose for the prime contract and for the masonry project when the total cost of the masonry portion of the project exceeds one hundred thousand dollars (\$100,000, and for the electrical, plumbing, heating, ventilation, air conditioning contracts, and closed loop geo-thermal heating and cooling, must appear on the **outside of the envelope** containing the proposal except when the proposal is in an amount less than twenty-five thousand (\$25,000). Prime contractor bidders who are to perform the electrical, plumbing, heating, ventilation, air conditioning, masonry, and geo-thermal must be so designated upon the **outside of the envelope**. Failure of any bidder to comply therewith may void such bid and the envelope containing such bid may not be opened or considered.
- B. Further, Owner has determined that, if the Bidder proposes to accomplish any or all of the Work under this Project which entails masonry work exceeding \$100,000, and electrical, plumbing, heating, ventilation, air conditioning, and geo-thermal equal to or exceeding \$25,000 in value through the utilization of Subcontractors or to accomplish with Subcontractors any other part of the Work for which the Bidder does not hold a valid Tennessee Contractor's License, then those Subcontractors must, at the time the Bid is submitted to Owner, hold a valid Tennessee Contractor's License, current and in full force and effect in all respects, in such of the following classifications and sub-classifications as apply to the Work for which they will be subcontracted.
- C. Bids shall be submitted for the Work as indicated in the Plans and Specifications. Specifically, in referring to the Contractors Licensing Act and other applicable authorities, Owner has determined that to lawfully propose on this Project, all Bidders and/or their subcontractors must, at the time their Bid is submitted to Owner, hold a valid Tennessee Contractor's license, current and in full force and effect in all respects, to perform the Work as defined in the plans and bidding and Contract Documents.
- D. All Bidders are advised that the Contractors Licensing Act establishes only the minimum licensing requirements and that Owner reserves the right in its sole discretion to require higher licensing standards, as reflected in the Contract Documents. All Bidders are responsible for complying with any other licensing or permit requirements of the State of Tennessee and/or the Metropolitan Government of Nashville and Davidson County, which may be applicable to the Work.

1.8 SUBCONTRACTORS

- A. Each Bidder agrees, by listing Subcontractors in its Bid and on its Bid envelope, to utilize each and every such listed Subcontractor in the performance of the Project in the event such Bidder is successful and receives a final Award of the Contract. In unusual circumstances, the Owner may, in its sole discretion, permit the substitution of another Subcontractor for one listed in the successful Bid upon the submission of a joint application by such Bidder and the listed Subcontractor requesting authorization to make the substitution, accompanied by a complete justification therefor. The term “unusual circumstance” includes, but is not limited to, a Subcontractor’s:
1. Death or physical disability, if the listed Subcontractor is an individual;
 2. Dissolution, if a corporation or partnership;
 3. Bankruptcy;
 4. Inability to furnish required performance and payment bonds;
 6. Inability to furnish required insurance coverages;
 7. Loss of or inability to obtain a renewal of a license necessary for the performance of a particular aspect of the Work;
 8. Failure or inability to comply with a requirement of law or regulation applicable to the Subcontractor or the Work to be performed thereby;
 9. Failure or refusal to execute the applicable Subcontract in accordance with the terms of the offer submitted to the Bidder prior to such Bidder’s submission of its Bid, but only where the Owner can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual circumstance only if the Bidder obtained, prior to submitting its Bid, an enforceable commitment from the Subcontractor involved;
 10. Failure to meet any criteria of Subcontractor responsibility, but only when the Owner in the exercise of its sole discretion finds that substitution for this cause would be in the best interest of the Owner;
 11. Lack of an established and successful company-wide safety program, including appropriate project specific training of personnel.
- B. In instances where the Owner determines that a proposed substitution is justified and is approved, the substitution will be authorized at no increase in the Bid or at a reduction in the Bid or Contract Price.

1.9 RIGHT TO WITHDRAW, REJECT, CANCEL OR TERMINATE. The Owner proposes to award the Contract to the lowest responsive and responsible Bidder. A “Responsive Bidder” is a Bidder who has submitted a bid that conforms in all material respects to this Invitation to Bid. In determining whether a Bidder is “responsible”, Owner may consider, without limitation, whether a Bidder: (1) has appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; (2) has a satisfactory record of performance on past similar projects, which includes, without limitation, a consideration of a Bidder’s past behavior and demeanor toward Owner representatives, a Bidder’s quality and quantity of work, or whether the Bidder has unnecessarily sought change orders or additional compensation for work covered under contracts with Owner; (3) has a satisfactory record of integrity, which includes, without limitation, a consideration of whether a Bidder has been debarred, suspended, or deemed nonresponsible by another governmental entity and a Bidder’s past history of complying with the terms and warranties of past contracts with Owner or other entities on similar projects; (4) is legally qualified to contract with Owner; (5) has met the goals for SMWBE participation or, if failing to meet the

goals, has made acceptable good faith efforts to meet the established goals for SMWBE participation, and has provided information on internal procedures or existing programs or policies designed to encourage diversity and foster commerce with SMWBEs; and (6) has supplied all necessary information in connection with the inquiry concerning responsibility. (7) has an acceptable Experience Modification Rating (EMR) and incident history.

- A. If a Bidder who otherwise would have been awarded a Contract is found to be nonresponsible, a written determination of nonresponsibility setting forth the basis of the finding shall be prepared by the procuring official and sent promptly to the nonresponsible Bidder and made a part of the procurement file.
- B. The Owner reserves the right to reject any and all Bids or to accept any Bid, which it deems advantageous, and to negotiate with the selected Bidder on changes, additions or deletions to the original Contract Documents.
- C. The Owner shall reject any Bid or terminate the Contract if Contractor is debarred from participation in any contract let or funded, wholly or in part, by the Federal Highway Administration, the Federal Aviation Administration, or the Tennessee Department of Transportation as of the date set for opening of the Bids.
- D. This Invitation to Bid may be cancelled by the Owner at any time prior to the Award of the Contract without liability of any nature whatsoever of the Owner to Bidders or prospective Bidders.
- E. Bidders participating in this solicitation do so at their sole expense and risk and, by evaluating this solicitation and/or submitting a Bid in response to this Invitation to Bid, expressly waive any and all claims against the Owner in the event that this solicitation is cancelled prior to the Award of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00029

SECTION 00100 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

The following procedures apply to the receipt of Bids:

- A. Each Bidder shall submit their bid electronically using Aerobidz. All electronic bidders will be required to be pre-registered with Aerobidz prior to bidding. Registration is free and bidders shall contact Nena Bowling, Specifications Writer, fax number (615) 275-2349 or email aerobidzregistration@nashintl.com to initiate registration. A list of electronic submission files and naming convention for each are listed on Page 00100-4. The electronic bidder must scan all required bid documents, including the Prime/Subcontractor License Information, and upload to the Aerobidz website. Electronic bids are to be submitted as instructed on the website. All electronic bidding questions shall be directed to Nena Bowling, Specifications Writer, fax number (615) 275-2349 or email aerobidzregistration@nashintl.com or her designee.
- B. After written authorization, Bidder may submit their Bid in a sealed envelope. No bid envelope will be furnished by the Authority. Each Bidder must attach to the outside of its sealed envelope a completed license information form(s) provided by the Owner. If submitted by mail, a Bidder's sealed Bid envelope must be enclosed in a separate envelope utilized for mailing purposes. The envelope utilized to mail the Bid must be directed to the attention of the Specifications Writer and must also list the Project name and number. Non-electronic Bids may be rejected unless submitted in ink or typewritten and signed in ink by an authorized agent of the Bidder.
- C. Email all questions concerning discrepancies, omissions, interpretations, etc. of the Contract Documents on Bid Question Form in Section 00140 to Nena_Bowling@nashintl.com.
- D. The Prime/Subcontractors License Information required by Section 00120 will serve as the bid envelope for electronic submissions. For non-electronic submissions the Prime/Subcontractors License Information form shall be included on the outside of the bidder's sealed bid. The outside of the sealed bid envelope must also bear the information required by the Contractor's Licensing Act of 1994 and include monetary limits held by the Bidder and its Subcontractors. If Bidder is proposing more Subcontractors than the space on the license information form permits, the Bidder shall photocopy the form as necessary to enter the required information for all Subcontractors being proposed.

General statements as to license type such as "Heavy Construction" without indicating the alphabetical and numerical designations of the classifications and sub-classifications is unacceptable and shall constitute a failure to comply with the Contractor's Licensing Act of 1994. This requirement is not a mere technicality. It is a substantive requirement of bid submission.

If the Bidder fails to comply with the requirements of the Contractor's Licensing Act of 1994, the Bid will not be considered and will be returned unopened.

- E. Any modifications to the bid form will result in rejection of the bid. Bidder contingences, conditions, or other work constraints submitted with the bid will not be considered and may be grounds for rejection of bid.
- F. Oral, telephonic, telegraphic or facsimile Bids are not permitted.
- G. Prospective Bidders must furnish a complete list of Subcontractors and suppliers that such Bidder proposes for use on the Project.
- H. By submitting a Bid, a Bidder waives any rights it may have to protest the selection of the best qualified bid by the Owner.
- I. The Owner reserves the right to waive any informality in any Bid or Bid Guaranty, to reject any and all Bids and to negotiate with any Bidder to such extent as may be necessary.
- J. The opening and reading of a Bid will not constitute waiver of any defects therein.
- K. No Bid shall be withdrawn for a period of sixty (60) Calendar Days after the time scheduled for the Bid opening without the prior written consent of the Owner. Should the Contract not be awarded within the specified period, the time may be extended by mutual written agreement of the Owner and the Bidder.
- L. All communications shall be directed to Nena Bowling, Specifications Writer, fax number (615) 275-2349 or email Nena_Bowling@nashintl.com or her designee. A prospective Bidder and its agents or employees shall not contact or communicate with the Owner's President or any members of its Board of Commissioners, staff, consultants or legal counsel, nor shall a prospective Bidder have other parties make such contact or communication on its behalf. Such unauthorized contact or communication may be grounds to reject a Bid. All questions about the Project from prospective Bidders must be submitted in writing on or before **January 8, 2014**, on or in the format of the Bid Questions Form provided in Section 00140 herein. The Owner will not be liable for oral responses to questions of prospective Bidders, and Bidders who rely on such oral responses shall do so at their own risk.
- M. To be eligible to submit a Bid on the Project, a prospective Bidder must submit a completed Bidder's Experience and Qualifications Questionnaire to the Owner, a copy of which is provided in Section 00130 herein.
- N. Bidders must carefully examine all Contract Documents, including but not limited to the Plans, Specifications, Bid Form, and Construction Contract, prior to preparing and submitting their Bids. Bidders must also thoroughly familiarize themselves with all state and other laws pertaining to the Project. They must also examine and judge for themselves as to the location and character of the proposed Project, the amounts, and quality of the materials to be required, the scope of Work to be done, and other relevant information. Any onsite examinations shall not interfere with airport operations and must have the Owner's prior approval.
- O. The Owner may provide certain information to all prospective Bidders for their information only in formulating Bids. All such information is believed to be accurate; however, the Owner makes no warranty, representation or assurance whatsoever, express or implied, as to such information. In the event of inaccuracies in such information, a prospective Bidder shall have no claim, cause of action or right of recovery of any nature whatsoever for any damage

resulting therefrom as against the Owner. There will be no provision in the Contract for price adjustments based upon changed conditions or differing site conditions.

- P. A prospective Bidder's doubt or question as to the meaning of any part of the Contract Documents must be brought to the Owner's attention in order that the necessary explanations or corrections may be made before such prospective Bidder submits its Bid. The Owner will send to all holders of the Contract Documents any addendum the Owner may issue to clarify or add to the Contract Documents. Each such holder must provide written acknowledgment of the receipt of each such addendum.
- Q. No delays or hazards affecting the existing Airport facilities will be permitted, and the existing Airport facilities must be kept free from interference at all times. The successful Bidder must plan and coordinate its work with the Owner in such a manner as to ensure the safe and normal operation of the Airport at all times. All construction and access to construction areas must be confined to the limits designated by the Owner.
- R. Based upon the evaluation by the Owner of the nature of the Work being sought in a Bid, the particular trades and crafts associated with such Work, the interest of the Owner in insuring proper control, quality and timely completion such Work, and other factors, the Owner has determined that the Bidder on this Project to which the Contract is awarded shall not subcontract more than (95%) of the Work to be performed, calculated as a percentage of the total Bid submitted.
- S. Each Bidder shall review the Contract Documents thoroughly to ascertain the Small, Minority and Woman-Owned Business Enterprise (SMWBE) Participation compliance requirements. See Section 00600 for additional information.
- T. Bidders are encouraged to coordinate in advance with their insurance brokers and sureties to ensure that they can obtain the insurance coverages and bonds required by the Contract on a timely basis. The failure of the successful Bidder to obtain and provide all insurance coverages and bonds required by the Contract at the time the Contract must be executed as determined by the Owner, shall be deemed a refusal by such Bidder to execute the Contract and the Contract shall be awarded to another Bidder in accordance with this Bid Package. A sample insurance form is included in Section 00700. The successful Bidder must submit completed form before Contract can be executed.
- U. The successful Bidder that is awarded the Contract must provide Payment and Performance Bonds equal to One Hundred Percent (100%) of the Contract amount. All bonds must be completed on the forms provided in this Bid Package.
- V. The Owner intends that the Invitation to Bid permits competitive Bids. Prospective Bidders must advise the Owner if any provisions or requirements of these Construction Documents inadvertently restrict or limit the ability to price at least two sources for each product. Such notifications must be submitted in writing and must be received by the Owner prior to the Bid closing date. A review of such notifications will be made.
- W. The following representations and certifications shall be completed, signed and returned with the Bid submission:

Electronic Submission File 1
Prime/Subcontractor License Information (Section 00120)

Electronic Submission File 2
Bid Form (Section 00200)

Electronic Submission File 3
Bidder's Experience and Qualifications Questionnaire (Section 00130)
Affidavit (Section 00300)
Drug-Free Workplace Affidavit (Section 00310)
Affidavit on Debarment (Section 00320)
Non-Collusion Affidavit (Section 00330)

Electronic files uploaded to Aerobidz are to be named 1391<Company Name> Electronic File #.pdf. (example: 1391_Smith_Inc_2.pdf)

1.2 TENNESSEE DRUG-FREE WORKPLACE PROGRAM.

The Owner operates a drug-free workplace program in compliance with T.C.A. §§ 50-9-101, *et. seq.* Each Bidder on construction services for the Owner is required to submit an affidavit as part of its Bid attesting that such Bidder operates a drug-free workplace program or other drug or alcohol-testing program containing requirements at least as stringent as that of the program operated by the Owner. A model affidavit is provided in Section 00310 herein.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00100

SECTION 00110 – DEFINITION AND TERMS

PART 1 - GENERAL

1.1 DEFINITION OF TERMS

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

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

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

AIR OPERATIONS AREA: For the purpose of these specifications, any area of the Airport used or intended to be used for the landing, take-off or surface maneuvering of aircraft. An Air Operation Area (AOA) shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

AIRPORT: Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any, and any and all property and improvements owned, leased or controlled by Owner which shall mean the Metropolitan Nashville Airport Authority, Nashville, Tennessee.

ASTM: The American Society for Testing and Materials.

AWARD: The acceptance by the Owner, of the successful bid.

BANK LETTER OF CREDIT: An irrevocable letter of credit issued by a commercial bank acceptable to the Owner, in a form acceptable to the Owner in its sole discretion and drawable at a financial institution located in Nashville, Tennessee, and having an expiration date not prior to ninety (90) days following the Bid opening date.

BID: An offer (when submitted on the Bid Form) to perform the Work for the Project and to provide the necessary materials and equipment in accordance with the Contract.

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

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

CALENDAR DAY: Every day shown on the calendar.

CHANGE ORDER: A written order to Contractor covering changes in the Plans and/or Specifications or bid 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.

CONTRACT: The written agreement between the Owner and Contractor covering the Work to be performed to complete the Project.

CONTRACT PRICE: The sum of the base bid and any alternates and/or allowances.

CONTRACT TIME: The time period stated in the Bid Form allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the Bid Form, in lieu of a number of Calendar Days, the Contract shall be completed by that date. Time limits as stated in the Contract Documents are of the essence of the Contract.

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 Work.

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.

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

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

FINAL ACCEPTANCE: Final Acceptance shall occur in accordance with the Contract Documents and shall occur only when all of the Work has been fully and finally performed as required by the Contract Documents, and has been inspected and so certified by the Owner.

INSPECTOR: An authorized representative of the Owner assigned to make all necessary inspections and/or tests of the Work performed or being performed pursuant to the Contract Documents, or of the materials or equipment furnished or being furnished by Contractor. An Inspector is not authorized to make changes to the Contract.

LABORATORY: The official testing laboratories of the Owner, Contractor or such other laboratories as may be designated by the Owner.

MATERIALS: Any substance or supplies specified for use in the construction or performance of the Work under the Contract Documents.

NOTICE OF AWARD: A written notice to the successful Bidder that its Bid has been accepted by the Owner, subject to all of the terms and conditions and limitations of the Contract Documents.

NOTICE TO PROCEED: A written notice to Contractor to begin the actual Work pursuant to the Contract Documents on a previously agreed date. If applicable, the Notice to Proceed shall state the date on which the time to complete the Project under the Contract Documents begins.

OWNER: The Owner is the Metropolitan Nashville Airport Authority, which is also referred to as "MNAA".

PAYMENT BOND: The approved form of security furnished by the Contractor and its Surety as a guaranty that it will pay in full, subject to the terms of the Contract Documents, all bills and accounts for

materials, supplies, rentals furnished and labor used in the construction of the Work pursuant to the Contract Documents, including, but not limited to, Tennessee unemployment insurance contributions.

PERFORMANCE BOND: The approved form of security furnished by Contractor and its Surety as a guaranty that Contractor will complete the Work described in the Contract Documents in accordance with the terms thereof.

PLANS: The Issued for Construction drawings that show the location, character, dimensions and details of the Work to be done and that are to be considered as a part of the Contract Documents.

PROGRESS SCHEDULE: The document that describes the starting, interfacing and completion of the various stages of construction and the starting and completion dates of each trade or Subcontractor performing Work pursuant to the Contract Documents.

AS-BUILT DRAWINGS: A set of the plans and specifications maintained by the Contractor that the Contractor marks to show actual installation where installation varies from that shown in the Contract Documents.

SAMPLES: The physical examples or specimens which illustrate materials, equipment or workmanship or provide specimens or establish standards by which the work of Contractor or a Subcontractor will be judged.

SCHEDULE OF VALUES: Detailed statement provided by the Contractor outlining the portions of the Contract Price that allocates values for the various parts of the Work.

SHOP DRAWINGS: The drawings, diagrams, schedules or other data specially prepared for the Project by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work required for the Project.

SECURE IDENTIFICATION DISPLAY AREA (SIDA): For the purposes of these Specifications, the area within in the boundary of the Terminal apron that prohibits the entry of unauthorized vehicles or personnel without an Airport issued SIDA badge.

SMALL MINORITY WOMAN-OWNED BUSINESS ENTERPRISE (SMWBE): It is the policy of the MNAA to make available contracting opportunities for small, minority and woman-owned businesses to the fullest extent possible, whether as a prime contractor, subcontractor or a supplier of goods and services. A business is considered "small" if it meets the Small Business Administration's (SBA) size standards under 13 CFR §121.201.

SPECIFICATIONS: The portions of the Contract Documents containing the written directions and requirements for completing the Work related to the project. Standards for specifying materials or testing which are cited and incorporated in the Contract Documents by reference shall have the same force and effect as if included physically therein.

SUBCONTRACTOR: A person or entity having a direct contract or agreement with the Contractor or another Subcontractor to perform or supply any of the Work required in the Contract Documents.

SUBSTANTIAL COMPLETION: Substantial completion shall be certified by the Owner to have occurred when the Work is sufficiently complete, in accordance with the Contract Documents, so that Owner may occupy and enjoy the beneficial use of the Work or a designated portion thereof.

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

UNIT PRICE: A specific unit of work for which a price is provided in the Contract.

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 Documents, including, but not limited to, all of Contractor's warranty obligations, expressed or implied.

WRITTEN NOTICE: All notices required by the Contract Documents shall be in writing, via email or fax, and shall be sufficient, and shall be deemed delivered, if hand delivered, or sent by certified mail, postage prepaid, by one party to the other, at such receiving party's principal place of business or the last business address known to the party giving notice.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00110

TO: Nena Bowling, Specifications Writer
One Terminal Drive, Suite 501
Nashville, TN 37214

PROJECT: JWN T-Hangar Repairs, 1391A

PROJECT LOCATION: John C. Tune Airport

BID: January 14, 2014, 2:00 p.m.

PRIME / SUBCONTRACTORS LICENSE INFORMATION

PRIME CONTRACTOR:

Contractors Name: _____

Contractor Email: _____

Contractor Address: _____

Tennessee Contractor License Number: _____

Tennessee Contractor License Expiration Date: _____

Tennessee Contractor License Classification: _____

SUBCONTRACTOR:

Subcontractors Name: _____

Subcontractor Address: _____

Tennessee Subcontractor License Number: _____

Tennessee Subcontractor License Expiration Date: _____

Tennessee Subcontractor License Classification: _____

FOR ELECTRONIC SUBMISSIONS, THIS WILL SERVE AS THE BID ENVELOPE. IF APPROVED FOR A NON-ELECTRONIC SUBMISSION, THIS FORM TO BE INCLUDED ON OUTSIDE OF SEALED BID ENVELOPE

SUBCONTRACTOR:

Subcontractors Name: _____

Subcontractor Address: _____

Tennessee Subcontractor License Number: _____

Tennessee Subcontractor License Expiration Date: _____

Tennessee Subcontractor License Classification: _____

SUBCONTRACTOR:

Subcontractors Name: _____

Subcontractor Address: _____

Tennessee Subcontractor License Number: _____

Tennessee Subcontractor License Expiration Date: _____

Tennessee Subcontractor License Classification: _____

**FOR ELECTRONIC SUBMISSIONS, THIS WILL SERVE AS THE BID ENVELOPE. IF
APPROVED FOR A NONELECTRONIC SUBMISSION, THIS FORM TO BE INCLUDED ON
OUTSIDE OF SEALED BID ENVELOPE**

END OF SECTION 00120

SECTION 00130 – BIDDER’S EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE

PART 1 - GENERAL

1.1 BIDDER’S INFORMATION

The following information (Sections 00130-1.1 through 00130-1.8) must be completed and submitted with the Bid.

A. Bidder hereby certifies the truthfulness and correctness of all statements and of all answers to questions herein and acknowledges that any omission, inaccuracy or misstatement may be cause for rejection of its Bid.

B. Bidder intends to complete the Project for which this Bid is submitted as (check applicable response):

- a corporation
- a partnership
- a joint venture
- a sole proprietorship
- a limited liability company

Explain: _____

1.2 CORPORATION STATEMENT.

A. If a corporation, answer the following:

B. When incorporated? _____

C. Where incorporated? _____

D. Is the corporation authorized to do business in Tennessee? Yes No

If so, as of what date? _____ Licensed on what date? _____

Provide copy of license.

E. Furnish the following information for the principal officers of the corporation:

Name	Title	Address

1.3 PARTNERSHIP STATEMENT.

- A. If a partnership, answer the following:
- B. Date of Organization: _____
- C. Check Applicable Form of Partnership: General Partnership [] Limited Partnership []
- D. Has the partnership done business in Tennessee? _____
- E. Name and address of each general partner:

Name	Address
------	---------

1.4 JOINT VENTURE STATEMENT.

- A. If a joint venture, answer the following:
- B. Date of Organization: _____
- C. Has the Joint Venture done business in Tennessee? Yes [] No []
- D. Name and address of each joint venturer:

Name	Address
------	---------

1.5 SOLE PROPRIETORSHIP STATEMENT.

- A. If a sole proprietorship, answer the following:
- B. Proprietor's Name in Full: _____
- C. Address: _____
- D. Company Name: _____
- E. Company Address: _____

- F. How long in business under this Company Name? _____
- G. List any other name under which proprietor has conducted business and state periods during which such business was conducted:

1.6 LIMITED LIABILITY COMPANY STATEMENT.

- A. If a Limited Liability Company, answer the following:
- B. When formed? _____
- C. Where formed? _____
- D. Is the Company authorized to do business in Tennessee? Yes [] No []
 If so, as of what date? _____ Licensed on what date? _____

Provide copy of license.

- E. Furnish the following information for the principal officers of the corporation:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.7 STATEMENT OF QUALIFICATION AND EXPERIENCE.

- A. How many years experience in the type of Work for the proposed Project has Bidder had as:
 - (a) a general contractor: _____; and
 - (b) a subcontractor: _____.

- B. List the related experience of the principals of Bidder:
-
-
-

- C. For what federal, state or local agency or department has Bidder performed work? Provide the name and phone number of an individual reference for each such bureau, agency or department.

D. Has Bidder or any officer, partner or other principal of Bidder ever failed to complete any work or project awarded or been an officer, partner or principal of some other organization that failed to complete any work or project awarded?

Yes [] No []

If so, state the name of the individual, the name of firm that failed to complete such work or project, the name of its principal owner(s) and the date and reasons therefor.

E. List the names of the projects, the owners thereof, the contract amounts, and the percentages of completion/completion date of similar projects that Bidder has in progress or that the Bidder has completed in the last 5 years. Provide the name and phone number of a contact person for each.

Project Description	Owner	Contract Amount	% Complete/ Completion Date

1.8 OPERATING PROCEDURES BIDDER PROPOSES TO FOLLOW FOR THE PROJECT.

A. Explain the procedures planned for performing the Work to complete the Project.

1.9 SAFETY

A. Does your firm have a written safety program? Yes [] No []

B. Do you have an orientation program for new hires? Yes [] No []

C. In the previous 3 years has OSHA ever cited this Firm for "Willful Violation?"

Yes [] No [] If Yes, to C, please explain:

D. In the previous 3 years has your firm ever been fined for safety violation(s)?

Yes [] No [] If Yes, to D, please explain:

E. Does your Firm have a dedicated Safety Administrator on staff? Yes [] No []

F. Attach log and summary of Occupational Injuries and Illnesses as required by the U.S. Department of Labor for the past 12 months (OSHA Form No. 300)

G. OSHA Recordable Incidence Rate: 2010 _____ 2011 _____ 2012 _____

H. OSHA Lost Days Away Incidence Rate: 2010 _____ 2011 _____ 2012 _____

I. Experience Modification Rating for past 5 years:

2008 _____ 2009 _____ 2010 _____ 2011 _____ 2012 _____

1.10 BIDDER'S FINANCIAL INFORMATION.

A. LIST BANK REFERENCES (INCLUDE TELEPHONE NUMBER AND ACCOUNT REPRESENTATIVE):

B. SURETY INFORMATION:

Has Bidder ever had a bond or surety canceled or forfeited? Yes [] No []

If yes, state the name of the bonding company or surety, the date, the amount of the bond or surety and the reason for such cancellation or forfeiture.

C. BONDING COMPANY:

Provide contact information for bonding company to be used for this project.

D. BANKRUPTCY INFORMATION:

Has Bidder ever been declared bankrupt or filed a petition in any bankruptcy or insolvency proceeding or otherwise sought protection from its creditors or judicial relief from its debts?

Yes [] No []

If yes, state the date, the court with jurisdiction over such proceeding and the amount of liabilities and amount of assets.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00130

SECTION 00140 – BID QUESTIONS FORM

PART 1 - **BID QUESTIONS FOR JWN T-HANGAR REPAIRS**

DATE OF REQUEST: _____

Nena Bowling, Specifications Writer
Fax Number (615) 275-2349
Email: Nena_Bowling@nashintl.com

QUESTION(S): _____

COMPANY: _____

PERSON REQUESTING: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

FAX NUMBER: _____

ALL QUESTIONS MUST BE SUBMITTED AND RECEIVED BY MNAA NO LATER THAN JANUARY 8, 2014 TO BE CONSIDERED FOR RESPONSE. RESPONSES TO QUESTIONS WILL BE BY ADDENDA.

END OF SECTION 00140

SECTION 00200 – BID FORM

PART 1 - GENERAL

1.1 BIDDER'S DECLARATIONS

- A. REPRESENTATIONS. For purposes of this Bid Form, "Bidder" shall mean the person or entity signing this Bid Form as "Bidder" below. Bidder, in submitting its Bid on the Project, represents, declares and affirms the following:
1. The only persons having an interest in this Bid, as principals, are those named in this Bid.
 2. Bidder has carefully examined the site of the Project and has read and understood all of the Contract Documents.
 3. Bidder can and will carry out and complete the Project pursuant to all of the requirements of the Contract Documents.
 4. If the Owner accepts this Bid, Bidder will furnish all required bonds, insurance certificates and other documents within FIVE (5) Calendar Days after the date of the Notice of Award.
 5. If the Owner accepts this Bid, Bidder will enter into the Contract in the form contained in the Contract Documents within FIVE (5) Calendar Days after the date of the Notice of Award.
 6. If the Owner accepts this Bid, Bidder will complete all Work described in the Contract Documents within 30 Calendar Days, which shall commence the date the Notice to Proceed is given. Liquidated damages of \$250/day will be assessed for Work that is not completed within the Contract Time.
 7. The Contract Price proposed in this Bid includes the furnishing of all labor, materials, tools and equipment and performing all of the Work involved in the various portions of the Project as specified in the Contract Documents.
 8. Neither Bidder nor any of its officers, partners, agents, representatives, employees or parties in interest has in any way, directly or indirectly, entered into any combination, collusion, undertaking, conspiracy or agreement with any other person or entity to maintain the prices of the Work, or any compact to prevent any other person or entity from bidding on the Contract or the Project, nor has Bidder paid or agreed to pay directly or indirectly any person or entity any money or valuable consideration for attempting to fix the prices in this Bid or the Bid of any other person or entity, and further states that no such money or other reward will ever be paid for this purpose.

1.2 BASE BID: Bidder, having inspected the areas involved and being familiar with all conditions likely to be encountered affecting the cost and scheduling of the Project, and having examined all of the Contract Documents, hereby proposes to furnish all labor, materials, tools, equipment and services required to perform all Work required to complete the Project in strict accordance with the Contract Documents as prepared by the Owner for the Project within 30 Calendar Days for Schedule 1 or within 30 Calendar Days for Schedule2, which will begin the date the Notice to Proceed is given, for the Lump Sum price of

Schedule 1 - Shim & Weld 64 Columns:

_____ Dollars (\$ _____).

Schedule 2- Replace 64 Columns:

_____ Dollars (\$ _____).

B. UNIT PRICES: Bidder proposes the following Unit Prices for use in the pricing of extra work in accordance with Section 01200.

- Unit prices to include all materials, labor, tools, equipment and incidentals.

<u>No.</u>	<u>Unit Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>
1	Shim & Weld Column	1	Each	_____
2	Replace Column	1	Each	_____

1.3 BID CONDITIONS. Bidder understands, agrees and warrants the following:

- The Owner reserves the right (i) to waive irregularities, technicalities and informalities, (ii) to reject any and all Bids, and (iii) to negotiate with the party proposing the apparently low Bid if necessary.
- If Bidder is awarded the Contract and fails to complete the Project within the time permitted by the Contract, Bidder acknowledges that it will be assessed Liquidated Damages as set forth above. Bidder agrees that the Owner may deduct such Liquidated Damages from retained funds and/or funds owed to Bidder under the Contract, if available, by unilateral Change Order.
- Bidder has carefully examined the Contract Documents. Bidder also has considered all conditions and circumstances relating to this Bid and is responsible for making technical inquiries concerning this Bid, and Bidder's failure to make such inquiries or examinations shall not relieve Bidder of its obligations and responsibilities under the Contract Documents.

1.4 JURISDICTION.

Any legal action, suit or proceeding under, relating to or arising out of or in connection with this Bid, or any breach of any of the foregoing, may be brought exclusively in the United States

District Court for the Middle District of Tennessee or in the state courts of the State of Tennessee, and by execution and delivery of this Bid, Bidder irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding involving Bidder. Bidder further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to Bidder at the address set forth in this Bid. In addition, Bidder irrevocably and unconditionally waives any objection which Bidder may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

1.5 WAIVER.

Bidder waives any right it may have to protest the selection of the lowest responsive and responsible Bid by the Owner. Bidder further waives any cause of action it may have against the Owner relating to the selection of the lowest responsive and responsible Bid. This waiver is valid even though Owner may have bid protest procedures available for use in other situations.

1.6 HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS.

Bidder understands that it will be a condition of the Contract, and shall be made a condition of each Subcontract entered into pursuant to the Contract, that Contractor and each Subcontractor thereunder shall not require any laborer or mechanic employed in performance of such Contract or Subcontract to work in surroundings or under working conditions that are unsatisfactory, hazardous or dangerous to his or her health or safety, as determined under Safety and Health Regulations for Construction, 29, C.F.R. Part 1926.

1.7 SMALL MINORITY WOMAN-OWNED BUSINESS ENTERPRISE (SMWBE) PARTICIPATION

It is the Owner's objective to promote, encourage, and stimulate participation of local, small, minority and women-owned business enterprises (SMWBE) within its organization and the economic community served by it by providing maximum opportunities to participate in contracts, programs and all related business activities of the Owner. Owner will apply the local small minority woman-owned business participation levels where expenditures and purchases are made with non-federal funding, and to all contracts, leases, management agreements, consultants, prime contractors, subcontractors, respondents, bidders, or proposers involved in the performance of a commercially useful task for Owner.

The Owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the levels or has made an acceptable good faith effort to meet the established levels for SMWBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted. The SMWBE participation level established for this Contract will be a minimum total of **SIX AND FOUR HUNDREDTHS PERCENT (6.04%) M and/or WBE.**

Bidder should review Section 0600 for additional information regarding the Authority's SMWBE program.

SMWBE SUBCONTRACTOR LIST

SCHEDULE 1

SMWBE Subcontractor Names & Addresses	Firm Subcontract is With	Anticipated Schedule of Use	Subcontract Work Item	Dollar Value Subcontract Work

Total Dollar Value of Subcontract Work \$ _____

Total Dollar Value of Base Bid \$ _____

Percent of Total \$ _____

SCHEDULE 2

SMWBE Subcontractor Names & Addresses	Firm Subcontract is With	Anticipated Schedule of Use	Subcontract Work Item	Dollar Value Subcontract Work

Total Dollar Value of Subcontract Work \$ _____

Total Dollar Value of Base Bid \$ _____

Percent of Total \$ _____

1.8 LIST OF PROPOSED SUBCONTRACTORS.

- A. The following list of proposed Subcontractors is to be completely executed and submitted at the time the Bid is due for all Subcontractors proposed to perform five percent (5%) or more of the total Contract Price.

- B. All Subcontractors are subject to the approval of the Authority.

LIST OF PROPOSED SUBCONTRACTORS

SCHEDULE 1

Subcontractor Names & Addresses	Subcontract Work Item	Dollar Value Subcontract Work

Total Dollar Value of Subcontract Work \$ _____

Total Dollar Value of Base Bid \$ _____

Percent of Total \$ _____

SCHEDULE 2

Subcontractor Names & Addresses	Subcontract Work Item	Dollar Value Subcontract Work

Total Dollar Value of Subcontract Work \$ _____

Total Dollar Value of Base Bid \$ _____

Percent of Total \$ _____

1.9 BID ADDENDA.

Bidder hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda:

Addendum No. _____ Dated _____ No. of Pages _____

Addendum No. _____ Dated _____ No. of Pages _____

Addendum No. _____ Dated _____ No. of Pages _____

Addendum No. _____ Dated _____ No. of Pages _____

1.10 NO SOLICITATION FEE.

Bidder has not employed or retained any person or selling agency to solicit or secure the Contract for a fee, except bona fide employees of Bidder or a bona fide commercial or selling agency maintained by Bidder for the purpose of securing business.

1.11 NO UNDISCLOSED RECOMMENDATIONS.

Bidder has neither recommended nor suggested to the Owner, or any of the members of its Board of Commissioners or officers or employees, any of the terms or provisions set forth in the Contract Documents, except at a meeting open to all interested persons, of which proper notice was given.

1.12 NO RELATIONSHIP TO OWNER.

No officer, stockholder or principal of Bidder is a member of the Owner or its staff, or related to any members of the Board of Commissioners of the Owner or its staff except as noted below:

1.13 NO BENEFIT TO PUBLIC OFFICIALS.

No member of or delegate to the United States Congress or state or local public official shall be permitted to any share or any part of the Contract or any benefit that may arise from it; provided, however, this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

1.14 BREACH. For breach or violation of any of the covenants expressed in this Bid Form, the Owner shall have the right (i) to declare Bidder not eligible for the Award of the Contract, if such breach or violation becomes known prior to the Award of the Contract; (ii) if such breach or violation becomes known after the Award of the Contract, to void the Contract without liability; or (iii) in its discretion to deduct from the amount of the Contract, or otherwise recover, the full amounts paid in violation of these covenants, or the value of participation in violation of these covenants.

BIDDER:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address of Bidder:

Email Address: _____

Phone Number: _____

Fax Number: _____

PART 2 – PRODUCTS – Not Used.

PART 3 – EXECUTION – Not Used.

END OF SECTION 00200

SECTION 00300 – AFFIDAVIT

AFFIDAVIT

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

STATE OF _____

COUNTY OF _____

The undersigned affiant, _____, makes oath that he is the _____ of _____ (the "Bidder"), and that the only parties directly or indirectly interested in the Contract for the Project are named in the Bid which accompanies this Affidavit; and that neither the President or any member of the Board of Commissioners of the Metropolitan Nashville Airport Authority or the Mayor, any Councilman or any other official of The Metropolitan Government of Nashville and Davidson County is directly or indirectly interested in the Contract or the proceeds thereof, and that the Bidder has not given or donated or promised to give or donate directly or indirectly to any official or employee of the Metropolitan Nashville Airport Authority or to anyone else any sum of money or other thing of value for aid or assistance in obtaining the Contract.

Capitalized terms not otherwise defined in this Affidavit shall have the meanings ascribed to them in the Invitation to Bid (With Contract and Specifications) dated December 9, 2013 of the Metropolitan Nashville Airport Authority relating to the Project referenced above.

Name: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

END OF SECTION 00300

SECTION 00310 – DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

STATE OF _____

COUNTY OF _____

The undersigned affiant, _____, who being duly sworn, deposes and says:

1. He/She is the _____ of _____ (the "Bidder");
2. The Bidder has submitted a bid to the Metropolitan Nashville Airport Authority for the following construction project: JWN T-HANGAR REPAIRS, MNAA Project No. 1391A;
3. The Bidder employs no less than five (5) employees;
4. The Bidder has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Tennessee Code Annotated Sections 50-9-113, *et seq.*; and
5. This Affidavit is made on the personal knowledge of the undersigned affiant.

Further affiant saith not.

Name: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

END OF SECTION 00310

SECTION 00320 – AFFIDAVIT ON DEBARMENT

AFFIDAVIT ON DEBARMENT

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

STATE OF _____

COUNTY OF _____

The undersigned, being of lawful age and being first duly sworn on oath, hereby says and certifies that as of _____, the opening date on which the bid that accompanies this Affidavit for the above-referenced Project (the “Bid”) may be submitted, _____ (the “Bidder”) will not be debarred from participation in any contract let or funded, wholly or in part, by the Federal Highway Administration, the Federal Aviation Administration, the Tennessee Department of Transportation or the Metropolitan Nashville Airport Authority.

The undersigned further hereby says and certifies that neither the Bidder nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction which is the subject of the Bid by any federal department or agency and that the Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts relating to the Bid. If any such lower tier participant is unable to certify to this statement, the Bidder shall attach an explanation to the Bid.

The undersigned acknowledges, on behalf of the Bidder, that the Bid shall be rejected or, if already accepted, that a contract based on the Bid shall be terminated, if the information certified herein is incorrect.

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

END OF SECTION 00320

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SECTION 00330 – NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

STATE OF _____

COUNTY OF _____

The undersigned, _____ (the “Affiant”), being of lawful age and being first duly sworn on oath, says that she/he is the _____ of _____ (the “Bidder”) and is authorized by the Bidder to execute and deliver this Affidavit and to submit the bid that accompanies this Affidavit with respect to the above-referenced Project (the “Bid”).

Affiant further says that (i) the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; (ii) such Bid is genuine and not collusive or a sham; (iii) Bidder has not, directly or indirectly, induced or solicited any other person or entity to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any person or entity to put in a sham bid for such above-referenced Project or that anyone else shall refrain from providing a bid for such above-referenced Project; and (iv) Bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the negotiated price of Bidder or of any other person or entity or to fix any overhead, profit or cost element of such negotiated price or that of any other person or entity or to secure any advantage against the Metropolitan Nashville Airport Authority (the “MNAA”) or anyone interested in the proposed contract that is the subject of the Bid.

Affiant further states that any unauthorized contact between Bidder or its agents, employees or others on its behalf, either directly or indirectly, and the President of the MNAA, any member of the Board of Commissioners of the MNAA, the legal counsel to the MNAA, the architect for the MNAA, or any consultant to or member of the staff of the MNAA, may cause the MNAA to reject the Bid. Affiant hereby certifies that (i) Bidder has not been a party to any collusion with the President of the MNAA, any member of the Board of Commissioners of the MNAA, the legal counsel to the MNAA, the architect for the MNAA, or any consultant to or member of the staff of the MNAA, as to quantity, quality or price with respect to the Bid or the above-referenced Project that is the subject of the Bid, and (ii) there have been and shall be no

discussions between the parties stated heretofore concerning the exchange of money or other things of value for special consideration.

Affiant further says that all statements contained herein and contained in the Bid are true.

Further affiant saith not.

Name: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

END OF SECTION 00330

SECTION 00340 – SUBCONTRACTOR FINAL RELEASE

SUBCONTRACTOR FINAL RELEASE AND WAIVER OF LIENS AND CLAIMS

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

The undersigned, in consideration of the sum of _____ to it paid by <Insert Contractors Name>, receipt of which is hereby acknowledged, does hereby (i) acknowledge such sum as final payment and does hereby release the said <Insert Contractors Name> and the Metropolitan Nashville Airport Authority from any and all claims it has for furnishing and/or supplying work, materials, machinery, fuel and/or labor in the construction of a certain project located at the Nashville International Airport and known as the JWN T-HANGAR REPAIRS, MNAA Project No. 1391A (the "Project"); (ii) waive all claims, liabilities, damages, causes of action and/or rights of any kind, including the right to file mechanics liens against the Project, the premises on which the Project is located and funds allocated or otherwise available for the funding of the Project and the payment for work, materials, machinery, fuel and/or labor for the Project; and (iii) guarantee and warrant that all of its subcontractors, materialmen and laborers involved in the Project have been paid in full.

Dated: _____

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

[INCLUDE ACKNOWLEDGEMENT FORM REQUIRED FOR RECORDATION]

END OF SECTION 00340

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SECTION 00350 – SUBCONTRACTOR OR VENDOR PARTIAL RELEASE

SUBCONTRACTOR OR VENDOR PARTIAL RELEASE OF LIEN FOR PROGRESS PAYMENT

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

The undersigned is a party to a subcontract with <Insert Contractors Name> to furnish labor and/or materials for the following construction project at the Nashville International Airport (the “Project”): JWN T-HANGAR REPAIRS, MNAA Project No. 1391A

The undersigned hereby (i) acknowledges receipt of Progress Payment No. _____ on _____ in the amount of \$ _____, and (ii) certifies that the total payments received by the undersigned to date is \$ _____. The undersigned is submitting herewith a request for Progress Payment No. _____ in the amount of \$ _____ for the month of _____ to <Insert Contractor Name> for payment. The undersigned, as consideration and inducement to <Insert Contractor Name> to make future progress payments, hereby waives and releases any claims, causes of action, liabilities and damages, including, but not limited to, the right to assert a lien for all work performed through <Insert Date> with respect to the Project for payments received totaling \$ _____.

Dated: _____

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

[INCLUDE ACKNOWLEDGEMENT FORM REQUIRED FOR RECORDATION]

END OF SECTION 00350

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SECTION 00360 – CONTRACTOR FINAL RELEASE

CONTRACTOR AFFIDAVIT AND FINAL RELEASE OF LIENS AND CLAIMS

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

I _____, the authorized representative of <Contractor, Address, City, State, Zip>, being duly sworn, deposes and states upon oath that _____, party to the Contract dated _____, with the Metropolitan Nashville Airport Authority for the design and construction of **Project 1391A, JWN T-Hangar Repairs:**

- (1) Makes this Affidavit in accordance with the terms of said Contract and as an inducement and partial consideration to the Metropolitan Nashville Airport Authority to make a progress payment on said Contract; Certifies that the following is a true and complete listing of each and every subcontractor, lessor, materialman, company, contractor and other entity and every subcontract, lease, material commitment, and other agreement entered into for the specific purpose of furnishing of all labor and/or materials, and/or equipment, and/or leases, and/or services, and/or consumable items under such Contract for which a right of lien may exist to the date of this Affidavit in connection with said Contract, the amount paid to them, and the amounts due or to become due to them set forth fully and correctly opposite their respective names;
- (2) Swears that all amounts requested herewith for such labor, materials, equipment, leases, services, consumables and otherwise, including applicable taxes, shall be fully paid, satisfied, and discharged within five (5) business days after receipt of payment from the Authority;
- (3) Submits attached hereto the Affidavits and Releases of all Liens and Claims of each and every subcontractor, lessor, materialman, company, contractor and other entity listed in Paragraph 2 above, conditioned only upon receipt by said subcontractor, lessor, etc. of the amount due them as indicated in Paragraph 2.;
- (4) Acknowledges and agrees that payment of an aggregate amount of _____ Dollars (_____) and release/deposit of retainage in the amount of _____ Dollars (_____) constitutes full payment due under the Contract for all services completed through Pay Request #_____. Deductions for substandard services, and other monies held by the Authority in the amount of _____ Dollars (_____) are admitted as justifiable and proper deductions under the Contract and Contractor hereby releases all claims to said amount pursuant to Paragraph 6. herein;
- (5) Hereby forever releases and discharges the Metropolitan Nashville Airport Authority of and from any and all claims and demands for payment arising out of or incident to the completion of the services, including without limitation any lien rights and claims to assessed liquidated damages which it may have or claim;

(6) Hereby forever releases and discharges the Metropolitan Nashville Airport Authority from any and all claims and demands for payment of each and every of its subcontractors, lessors, materialmen, laborers, companies, contractors or other entities, whether direct, indirect or remote, whether listed in Paragraph 2. herein or not, arising out of or incident to the completion of the services, including without limitation any lien rights they may have or claim;

(7) Hereby agrees to completely indemnify and hold harmless the Metropolitan Nashville Airport Authority from any claims of any of its laborers and subordinate entities whether direct, indirect or remote, as specified in Paragraph 6. hereof, utilizing in fulfilling said obligation counsel reasonably satisfactory to the Metropolitan Nashville Airport Authority;

(8) Has fully read and understood this Affidavit and Release prior to executing it;

(9) Acknowledges that falsification of this Affidavit and Release shall, among other things, constitute a substantial and material breach of said Contract for which the Metropolitan Nashville Airport Authority shall be entitled to hold Contractor in default;

(10) Acknowledges that payment of the funds requested herewith or previously paid under said Contract to other than the subcontractors, lessors, materialmen, laborers, companies, contractors, or entities entitled to such funds or in amounts other than those to which they are properly entitled shall constitute, without limitation, misappropriation of Federal and/or State grant proceeds, if such proceeds are being utilized to complete said Contract, and a substantial and material breach of said Contract for which the Metropolitan Nashville Airport Authority shall be entitled to hold Contractor in default.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ who stated that he/she executed the within document or his/her own
free will for the purpose(s) stated herein, this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

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SECTION 00370 – CONTRACTOR PARTIAL RELEASE

CONTRACTOR PARTIAL RELEASE OF LIEN AND CLAIMS

PROJECT: JWN T-HANGAR REPAIRS, MNAA PROJECT NO. 1391A

The undersigned, pursuant to a contract with the Metropolitan Nashville Airport Authority (the “MNAA”), has performed work and/or furnished materials, equipment and/or machinery during the period from _____ to _____, as set forth in Payment Application No. _____, with respect to the following construction project at the Nashville International Airport (the “Project”): JWN T-HANGAR REPAIRS, MNAA Project No. 1391A.

As inducement for the MNAA to make future progress payments to the undersigned, the undersigned hereby warrants and acknowledges that all costs and expenses for labor, payroll taxes, materials, equipment, machinery, tools and/or other bills or claims with respect to the Project on or before _____ have been paid in full. The undersigned further certifies that it has complied with all federal, state and local tax and employment laws, including, but not limited to, Social Security, unemployment and workers’ compensation laws, applicable to its contract with the MNAA for its work on the Project through the date hereof.

The undersigned hereby waives and releases all rights to liens and/or claims against the MNAA or the Project relating to the performance of its work on the Project pursuant to its contract with the MNAA and further states that no other person or entity has a right to a lien or claim against the MNAA or the Project on account of work performed or for material, equipment or machinery furnished by or to the undersigned through _____.

This waiver and release is made only to the extent of work performed on or material, equipment or machinery furnished to the Project through _____.

Dated: _____

By:

Name:

Title:

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

[SEAL]

[INCLUDE ACKNOWLEDGEMENT FORM REQUIRED FOR RECORDATION]

END OF SECTION 00370

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SECTION 00380 – PERFORMANCE BOND

PERFORMANCE BOND

STATE OF _____

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE _____, a _____ duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Tennessee, as contractor (the “Contractor”), and _____, a _____ duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Tennessee, as surety (the “Surety”), do hereby acknowledge ourselves, and our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents, indebted and firmly bound unto the Metropolitan Nashville Airport Authority, Nashville, Tennessee, as obligee (the “Obligee”), a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee and organized and existing under the laws of the State of Tennessee, in the sum of _____ Dollars (\$ _____) in good and lawful money of the United States, which sum is one hundred percent (100%) of the contract price for the Project (as defined below).

WHEREAS, the Obligee has contracted with the Contractor, for the sum of _____ Dollars (\$ _____), to furnish all labor, materials, equipment and appurtenances necessary for the construction project at the Nashville International Airport known as the JWN T-HANGAR REPAIRS, MNAA Project No. 1391 (the “Project”), and for such other items of work as may be required for the complete performance of the Project, the same being more particularly set forth in the Invitation to Bid (With Contract and Specifications) and the Construction Contract dated _____ between the Obligee and the Contractor executed pursuant thereto, which contract is by this reference hereby made a part hereof (the “Contract”), and it being the desire of the Surety that this Performance Bond shall insure the performance of all undertakings under the Contract, including, but not limited to, any guaranty or warranty contained therein, and the Surety shall indemnify, defend and save harmless the Obligee from any and all cost and damage it may suffer by reason of any default in performance by the Contractor under the Contract;

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall furnish all necessary material and labor and shall fully perform and complete, in a thorough and workmanlike manner in full accordance with the terms and specifications of the Contract and with the instructions of the engineer designated by the Obligee for the Project, all the work specified in the Contract, and shall fully and faithfully perform all other undertakings and obligations under the Contract, including, but not limited to, any guaranty or warranty contained therein, and shall fully indemnify and save harmless the Obligee from all cost and damage whatsoever which it may suffer by reason of any default or failure on the part of the Contractor so to do, and shall reimburse and repay the Obligee any and all cost and expense which the Obligee may incur in making good any such default, and shall defend and save the Obligee harmless from any and all damage, loss, claim, suit and action, including, but not limited to, those for personal injuries and property damage, that may arise out of or be occasioned by the performance of the Contractor under the Contract or by reason of the improper construction of the Project or by reason of a joint judgment by any court against the Contractor and the Obligee, and shall not claim or set-off or plead as a defense that the Contractor and the Obligee were joint wrongdoers and that the Contractor and its insurance and this Performance Bond are not liable, and shall

otherwise comply in every respect with the terms of the Contract, then this Performance Bond shall be null and void, but otherwise it shall remain in full force and effect.

PROVIDED, however, that any alterations in the terms of the Contract, or in the work to be done thereunder, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Contractor to the other shall not in any way release the Contractor and the Surety, or either or any of them, and their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension of time or forbearance being hereby expressly waived by the Surety. It is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or to the specifications accompanying the same, or any such other forbearance shall in any way affect the obligations of the Contractor or the Surety under this Performance Bond, and notice thereof is hereby expressly waived by the Surety of any such change, extension of time, alteration or addition to the terms of the Contract or to the work thereunder or to the specifications therefore or any such other forbearance.

Whenever the Contractor shall be, and declared by the Obligee to be, in default in performance under the Contract, the Surety shall promptly remedy such 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 Obligee for completing the Contract in accordance with its terms and conditions and, upon determination by the Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there may exist a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to fully pay the cost for the completion of the Project up to the amount set forth in the first paragraph hereof less the amount properly paid by the Obligee to the Contractor previously (but plus any other costs and damages for which the Surety may be liable hereunder). No right of action shall accrue under this Performance Bond to or for the use of any person or entity other than the Obligee named herein and such Obligee's successors and assigns.

IN WITNESS WHEREOF, the Contractor and the Surety have hereunto affixed their respective signatures by their duly authorized representatives as of the _____ day of _____, 2014.

ATTEST:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

SURETY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PERFORMANCE BOND
CERTIFICATE AS TO CONTRACTOR

I, _____, certify that I am the _____ of the _____ named as the Contractor in the foregoing Performance Bond; that _____ who signed the said Performance Bond on behalf of the Contractor was then _____ of said _____; that I know his/her signature and that his/her signature is genuine; and that said Performance Bond was duly signed and attested for and in behalf of said _____ by authority of its _____.

Name: _____

Title: _____

[SEAL]

END OF SECTION 00380

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SECTION 00390 – PAYMENT BOND

PAYMENT BOND

STATE OF _____

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE _____, a _____ duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Tennessee, as contractor (the “Contractor”), and _____, a _____ duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Tennessee, as surety (the “Surety”), do hereby acknowledge ourselves, and our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents, indebted and firmly bound unto the Metropolitan Nashville Airport Authority, Nashville, Tennessee, as obligee (the “Obligee”), a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee and organized and existing under the laws of the State of Tennessee, for the payment of the sum of _____ Dollars (\$ _____) in good and lawful money of the United States, for the use and benefit of the Obligee and of those Claimants (as defined below) entitled thereto, which sum is one hundred percent (100%) of the contract price for the Project (as defined below).

WHEREAS, the Obligee has contracted with the Contractor, for the sum of _____ Dollars (\$ _____) to furnish all labor, materials, equipment and appurtenances necessary for the construction project at the Nashville International Airport known as the JWN T-HANGAR REPAIRS, MNAA Project No. 1391 (the “Project”), and for such other items of work as may be required for the complete performance of the Project, the same being more particularly set forth in the Invitation to Bid (With Contract and Specifications) and the Construction Contract dated _____ between the Obligee and the Contractor executed pursuant thereto, which contract is by this reference hereby made a part hereof (the “Contract”), and it being the desire of the Surety that this Payment Bond shall insure and protect all laborers and furnishers of materials furnished under the Contract, including, but not limited to, labor and materials furnished pursuant to any guaranty or warranty contained therein, whether the same be used by the Contractor or by any immediate or remote subcontractor under said Contractor, and whether pursuant to Tennessee Code Annotated Sections 12-4-201 to -208, inclusive, or independently of such statutes, and the Surety shall indemnify, defend and save harmless the Obligee from any and all cost and damage it may suffer by reason of the Contractor’s failure to make all payments for all labor and materials used or reasonably required for use in the performance of any guaranty or warranty contained therein;

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall promptly make full payment to all Claimants (as defined below) for all labor and materials used or reasonably required for use in the performance of the Contract, including, but not limited to, labor and materials furnished pursuant to any guaranty or warranty contained therein, in full accordance with the terms and specifications for the Contract and with the instructions of the engineer designated by the Obligee, and shall fully indemnify and save harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any default or failure on the part of the Contractor to do so, and shall reimburse and repay the Obligee any and all cost and expense which it may incur in making good any such default, and shall fully pay for all labor, material

and work used by the Contractor or by any immediate or remote subcontractor under the Contractor in the performance of the Contract, in good and lawful money of the United States, as the same shall become due and payable, and shall defend and save the Obligee harmless from any and all damage, loss, claim, suit and action, including, but not limited to, those for personal injuries and property damage, that may arise out of or be occasioned by the work of the Contractor under the Contract or by reason of improper construction or a joint judgment by any court against the Contractor and the Obligee, and shall not claim or set-off or plead as a defense that the Contractor and the Obligee were joint wrongdoers and that the Contractor and its insurance and this Payment Bond are not liable, and shall promptly make payment of all taxes, licenses and assessments, and penalties and interest thereon, when the same become lawfully due by reason of, and directly connected with, the performance by the Contractor of the Contract, or any part thereof, and shall comply in every respect with the terms of the Contract, then this Payment Bond shall be null and void, but otherwise to remain in full force and effect; subject, however, to the following conditions:

1. A "Claimant" is defined as one having a direct contract with or directly employed by the Contractor, or one having a contract with or employed by a subcontractor of the Contractor or by remote subcontract for labor, material or both used or reasonably required for use in the performance of the Contract; labor and material being construed so as to also include that part of water, gas, power, light, heat, oil, gasoline or rental of equipment directly applicable to the labor or material furnished pursuant to the Contract, and shall also include the State of Tennessee and The Metropolitan Government of Nashville and Davidson County, Tennessee, as provided by law.

2. The Contractor and the Surety hereby jointly and severally agree with the Obligee that every Claimant 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 Payment Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant, and have execution thereon. The Obligee 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 Claimant unless such Claimant shall have given written notice to the Contractor and to the Obligee, within ninety (90) days after such Claimant performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating the amount due or to become due, with an itemized account of the materials furnished or labor performed, the name of the party to whom the materials were furnished, or for whom the work or labor was performed; and a reasonably certain description of the property improved. Such notice shall be served by mailing the same by registered or certified mail, return-receipt requested and postage prepaid, addressed to the party to be served at its business address, or by personal delivery, provided, however, that, notwithstanding the foregoing, no suit or action may be commenced by a Claimant more than one (1) year after the completion of such Claimant's work on the Project or of the furnishing of labor or materials to the Project by such Claimant.

PROVIDED, however, that any alterations in the terms of the Contract, or in the work to be done thereunder, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Contractor to the other, shall not in any way release the Contractor and the Surety, or either or any of them, and their heirs, executors, administrators, successors or assigns from their liability hereunder; notice to the Surety of any such alteration, extension of time or forbearance being hereby expressly waived by the Surety. It is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or to the specifications accompanying the same, or any such other forbearance shall in any way affect the obligations of the Contractor or the Surety under this Payment Bond, and notice thereof is hereby expressly waived by the Surety of any such change, extension of time, alteration

or addition to the terms of the Contract or to the work thereunder or to the specifications therefore or any such other forbearance.

IN WITNESS WHEREOF, the Contractor and the Surety have hereunto affixed their respective signatures by their duly authorized representatives as of the _____ day of _____, 2014.

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

SURETY:

By: _____

Name: _____

Title: _____

**PAYMENT BOND
CERTIFICATE AS TO CONTRACTOR**

I, _____, certify that I am the _____ of the _____ named as the Contractor in the foregoing Performance Bond; that _____ who signed the said Performance Bond on behalf of the Contractor was then _____ of said _____; that I know his/her signature and that his/her signature is genuine; and that said Performance Bond was duly signed and attested for and in behalf of said _____ by authority of its _____.

Name: _____

Title: _____

[SEAL]

END OF SECTION 00390

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CONSTRUCTION CONTRACT

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

NASHVILLE, TENNESSEE

JWN T-HANGAR REPAIRS

CIP NO. 1391A

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into on this ____ day of _____, 2014, by and between the Metropolitan Nashville Airport Authority (the "Owner"), a public instrumentality of The Metropolitan Government of Nashville and Davidson County, and

[Insert Name]
[Insert Address]
[Insert City, State Zip]
[Insert Phone No.]

(the "Contractor"), with respect to the following (the "Project"):

JWN T-HANGAR REPAIRS
CIP NO. 1391A

1. SCOPE OF WORK. The Contractor shall furnish all of the material and perform all of the work necessary and required for the construction and completion of the Project at the John C. Tune Airport in accordance with and pursuant to the terms, provisions, covenants and conditions of this Contract and the Contract Documents (as defined herein). Capitalized terms not otherwise defined in this Contract shall have the meanings ascribed to them in Contract Documents. The Contractor shall comply, and shall cause its subcontractors to comply, with the minimum wage rate requirements of the Contract Documents.
2. CONTRACT TIME. The Project shall be fully completed during a period of <###> **Calendar Days**, which shall commence the date the Notice to Proceed is given.
3. CONTRACT PRICE. The Owner shall pay the Contractor for the performance and completion of this Contract, subject to any additions and deductions by Change Order as provided in the Contract Documents, in current funds, the amount of _____ Dollars (\$ _____).
4. CONTRACT DOCUMENTS.
 - A. The following documents, which are incorporated herein by reference, are referred to as the "Contract Documents:"

- a. The terms, provisions and requirements of the Invitation to Bid and Instruction to Bidders issued by the Owner with respect to the Project;
 - b. this Contract (including all exhibits and/or attachments);
 - c. the Construction Documents (all plans and specifications);
 - d. All other documents executed and/or delivered and to be executed and/or delivered by the Contractor pursuant to the requirements of the Bid Package, including, but not limited to, addenda, the Contractor's Bid Form, the Contractor's Performance Bond, the Contractor's Payment Bond, the certificates of insurance, Drug Free Work Place and SMWBE forms;
 - e. All Change Orders
 - f. Any other documents incorporated herein by reference.
- B. The Contract Documents are to be considered as one and whatever is called for by any one of them shall be as binding as if called for by all.
- C. In the event of a conflict between the terms and conditions of the Contract Documents, the terms that are more restrictive on the Contractor shall govern and control.
5. EQUAL OPPORTUNITY CLAUSE. Pursuant to 41 CFR Part 60.1.4(b), the applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive 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.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. SMALL MINORITY WOMAN-OWNED BUSINESS ENTERPRISE (SMWBE) PARTICIPATION.

- A. SMWBE Participation Level. The attainment of the level established for this Contract is to be measured as a percentage of the total dollar value of the Contract. The SMWBE level-established for this Contract is as follows: **SIX AND FOUR HUNDREDTHS PERCENT (6.04%) M and/or WBE.** Contractor has committed to achieve a <Contractor's actual percentage> goal. See attached SMWBE subcontractor list and SMWBE Participation Report (to also be submitted with Bid) identifies a breakdown of certified companies and associated dollar values which will be expended by the Contractor to achieve the <Contractor's actual percentage>.
- B. Penalty for Noncompliance. It would be difficult to estimate the actual damages incurred by Owner where Contractor willfully fails to achieve the agreed upon SMWBE participation goal set forth in the Contract. Accordingly, as liquidated damages, and in addition to other remedies as may be available to Owner under this Contract at law or in equity, Owner may, in its sole discretion, deduct from the final payment due Contractor the difference, calculated in dollars, between the agreed upon SMWBE participation goal and the actual SMWBE participation achieved by Contractor. In the event Contractor is able to demonstrate and document good faith efforts showing that its failure to achieve the agreed upon SMWBE participation goal was in good faith, and Owner concurs with Contractor, then Contractor shall not be liable to Owner for liquidated damages arising out of Contractor's failure to achieve the agreed upon SMWBE participation goal set forth in this Contract.

C. Contractor should review Section 0600 for additional information regarding the Authority's SMWBE program.

7. INTEREST OF MEMBERS OF OWNER AND OTHERS. No officer, member or employee of the Owner, no member of its governing body and no other public official of the governing body of the locality or localities that the Project covers or in which it is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project shall (a) participate in any decision relating to this Contract which affects his or her personal interest or the interest of any entity in which he or she is directly or indirectly interested, or (b) have any interests, direct or indirect, in this Contract or proceeds from it.
8. GOVERNING LAW. This Contract shall be governed by the laws of the State of Tennessee. All rights and remedies available to the Owner under this Contract shall be cumulative and in addition to all other rights and remedies granted to the Authority at law or in equity.
9. ALL LEGAL PROVISIONS INCLUDED. The parties intend and agree that all provisions of law that are required to be included in this Contract shall be deemed to be included.
10. DISPUTE RESOLUTION PROCEDURES. The parties agree to endeavor, in good faith and in recognition of the costs and expenses associated with legal proceedings, to resolve and settle among themselves any disputes or controversies pertaining to the Contract. However, if settlement or resolution cannot be reached, the parties agree to the following dispute resolution procedures:
 - A. Mediation: If during the course of this Contract the parties are unable to resolve any dispute or controversy arising out of or relating to the Contract, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). The mediation, unless the parties mutually agree otherwise in writing, shall be in accordance with the Construction Industry Rules of the American Arbitration Association. Demand for mediation shall be made in writing. The parties agree to share in the mediator's fee and any filing fees. Any mediation will be held in Nashville, Tennessee. Agreements reached in mediation shall be as enforceable as settlement agreements. Each party agrees to bear their own attorneys fees associated with the mediation.
 - B. Arbitration and Litigation: If the mediation described in Section (a) is unsuccessful, then, in Owner's sole discretion, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be resolved by either binding arbitration or litigation (filed in the state or local courts of Nashville, Tennessee). Owner will notify the Contractor in writing of its election of arbitration or litigation within 20 days after the date of the unsuccessful mediation, and Contractor agrees not to commence any legal action against Owner until such election is made and communicated. If Owner elects binding arbitration, it shall be administered, unless the parties mutually agree otherwise in writing, in accordance with the most recent Construction Industry Rules of the American Arbitration Association. Whether arbitration or litigation is elected by Owner, any hearing shall be held in Nashville, Tennessee, and the Court or Arbitrator(s) shall have the power to award to the prevailing party its reasonable attorneys' fees, expenses and costs.
11. ENTIRE AGREEMENT; SEVERABILITY. The Contract Documents constitute the final written expression of all the terms of the parties' agreement and is a complete and exclusive statement of those terms. Any modifications or amendments hereof must be in writing and signed by the parties. If any of the terms of the Contract Documents shall be finally declared invalid in a court of competent jurisdiction, all other terms shall remain in full force and effect.

12. CONTRACT EXECUTION AND SUBCONTRACTOR APPROVAL. Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, without the Owner's prior written consent, which the Owner may grant or withhold in its sole discretion. No Subcontracts or any contract assignment or transfer shall release Contractor of its liability under the Contract (and the Payment and Performance Bonds provided with respect thereto). Further, the Owner at all times retains the right to approve all Subcontractors utilized in the performance of Work on the Project. Contractor shall utilize all Subcontractors indicated as subcontractors (including SMWBE or DBE subcontractors) for the performance of the Work **unless the substitution of a subcontractor is approved by Owner.** If Contractor wishes to substitute a subcontractor, Contractor must contact Owner at least thirty (30) days prior to the date of the desired substitution. Should an emergency arise wherein a substitution is necessary immediately, Contractor should contact Owner as soon as possible. Owner has sole discretion as to whether or not to grant a request for a substitution.
13. NO DAMAGES FOR DELAY. In the event the Contractor or any of its Subcontractors is delayed in the commencement, prosecution, or completion of its Work under the Contract by any cause whatsoever including any act, omission, neglect or fault of Owner, Architect/Engineer, or of anyone employed by them, or of any Subcontractor not connected with this Contract, or of any third party on the Project not controlled by the Contractor, or by any damage caused by fire or other casualty, or by unusually severe weather or by any extraordinary conditions arising out of war or governmental actions, or by any other cause all beyond the control and without fault or neglect of the Contractor, or his Subcontractor's Materials Suppliers or others obligated with or to him under this Contract or otherwise, except as expressly provided elsewhere in the Contract, then the Contractor, shall be entitled to the extension of time on a day for day basis, as determined and approved by the Owner. Such extension of time shall postpone the beginning of the time period for assessment of Liquidated Damages to the Contractor for an equivalent time, but the days granted and the events producing them shall not be grounds for claims by the Contractor for damages or for additional costs, expenses, overhead or profit or other compensation.
14. TEMPORARY SUSPENSION OF THE WORK. Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by Owner to suspend work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the Work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of Owner, or for any other delay provided for in the Contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the Work performed.

15. FAILURE TO COMPLETE ON TIME. For each calendar day, as specified in the Contract, that any work remains uncompleted after the Contract Time the sum specified in the Contract and Bid as liquidated damages will be deducted from any money due or to become due the Contractor or Contractor's surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional architectural/engineering services that will be incurred by Owner should the Contractor fail to complete the Work in the time provided in the Contract.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of Owner of any of its rights under the Contract.

16. DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of the Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- A. Fails to begin the Work under the Contract within the time specified in the "Notice to Proceed," or
- B. Fails to provide specified and/or new products; or
- C. Fails to perform the Work or fails to provide sufficient workers, equipment or materials to assure completion of Work in accordance with the terms of the Contract, or
- D. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- E. Discontinues the prosecution of the Work for a period of three (3) calendar days, excluding Saturdays, Sundays, or legal holidays, without the prior or written consent of Owner to do so; or
- F. Fails to resume work which has been discontinued within three (3) calendar days after notice to do so, or
- G. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- H. Allows any final judgment to stand against him or Owner unsatisfied for a period of ten (10) days, or
- I. Makes an assignment for the benefit of creditors, or
- J. Fails to make prompt payments to subcontractors, or for materials or labor; or
- K. Persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- L. For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

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

For any other good cause shown, or is guilty of a substantial violation of a provision of the Contract, then Owner, without prejudice to the right or remedy and after giving written notice to the Contractor and its Surety that the Contractor or its Surety shall have ten (10) days to cure the default stated. If the Contractor or Surety fails to cure the default described in notice of intent to terminate the Contractor's right to proceed, the Contract shall, without further notice, be deemed to be terminated and Owner shall then take possession of the site, and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and use the same and may finish the Work, by whatever method Owner deems appropriate. In the event of termination under this Section, Owner may use or appropriate any or all materials and equipment that have been mobilized for use on

the Project, and shall employ such methods or contractors, as Owner shall deem appropriate to complete the Project.

17. RETAINAGE. It is understood and agreed that the Owner shall hold as retainage Five percent (5%) of payment for each invoice due to Contractor. When the Work is substantially complete the Contractor may request eighty percent (80%) of the retainage released for the work completed. Granting of this request is within the Owner's discretion. The remaining twenty percent (20%) will be held until all provisions of Section 01701 Closeout Documents are met.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date first written above. The Owner and the Contractor have signed this Contract in multiple copies, each of which is an original.

CONTRACTOR:

ATTEST/SEAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

RECOMMENDED:

Robert L. Ramsey, P.E., A.A.E.
Vice President – Development & Engineering

APPROVED AS TO FORM & LEGALITY:

SUFFICIENCY OF FUNDS:

Robert C. Watson
Senior Vice President and Chief Legal Officer

Stan R. Van Ostran, JD, CPA
Vice President and Chief Financial Officer

APPROVED:

ATTEST/SEAL:

Robert R. Wigington
President & CEO

Joyce A. Holloway
Staff Secretary

CERTIFICATION AS TO CONTRACTOR

I, _____, certify that I am the _____
of the _____ named as the Contractor in the foregoing Contract;
that _____,
who signed the said Contract on behalf of the Contractor was then _____
of said _____; that I know his/her signature and that
his/her signature is genuine; and that said Contract was duly signed and attested for and on behalf of
said _____ by authority of its governing body, and is
within the scope of its powers.

Name: _____

Title: _____

[SEAL]

ACKNOWLEDGEMENT FOR CONTRACTOR

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, by _____, the _____ of _____, a _____, being authorized to do so on behalf of the _____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

FOR A PARTNERSHIP OR JOINT VENTURE:

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, by _____, the _____ of _____, a _____, being authorized to do so on behalf of the _____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

FOR AN INDIVIDUAL:

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, by _____

Notary Public: _____

My Commission Expires: _____

[SEAL]

ACKNOWLEDGEMENT FOR OWNER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, by _____, the _____ of the Metropolitan Nashville Airport Authority, a corporation, being authorized to do so on behalf of the corporation.

Notary Public: _____

My Commission Expires: _____

[SEAL]

END OF SECTION 00400

ATTACHMENT "A"

SMWBE PARTICIPATION

SMWBE Subcontractor Names & Addresses	Firm Subcontract is With	Anticipated Schedule of Use	Subcontract Work Item	Dollar Value Subcontract Work
Total Dollar Value of Subcontract Work				
Total Dollar Value of Base Bid				
Percent of Total				%

ATTACHMENT "B"

LIST OF PROPOSED SUB CONTRACTORS

Subcontractor Names & Addresses	Subcontract Work Item	Dollar Value Subcontract Work

Total Dollar Value of Subcontract Work

Total Dollar Value of Bid

Percent of Total

_____%

ATTACHMENT C

SMWBE PARTICIPATION REPORT

1. SMWBE listed below must be certified by the Metropolitan Nashville Airport Authority's Certification Program.
2. The Contractor shall enter into an agreement with the SMWBE Participant for work listed above upon execution of a contract with the Airport Authority.
3. This SMWBE Participation Report must be completed and returned and made part of this Contract.
4. Contractor is required to provide reason(s) by completing the Good Faith Effort Non-Participation Statement below if s/he is unable to meet proposed SMWBE participation levels.
5. Use a separate form for each SMWBE participant.

Name of Company/Contractor:

Name of SMWBE/Subcontractor:

[Name]
[Address]
[City, State Zip]
[Phone Number]

[Name]
[Address]
[City, State Zip]
[Phone Number]

Male Owned Female Owned

Contact Name: _____

Contact Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Proposed Scope of Services for SMWBE/Subcontractor:

MNAA Project name and number: _____

Terms of Proposed Contract: _____

Proposed Total Contract Amount: \$ _____

Proposed Total SMWBE Amount: \$ _____ Total (%): _____

Good Faith Effort Non-Participation Statement:

MNAA Approval: _____ Date: _____

Davita Taylor
Director, Business Diversity Development

SECTION 00500 – SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 SAFETY REQUIREMENTS.

- A. "Safety" is the most important factor related to project construction.
- B. Contractors and subcontractors shall have an implemented company-wide safety program, including appropriate project specific training of personnel.
- C. The Contractor shall provide on-call personnel and their emergency phone numbers, 24 hours a day to respond in case of emergencies.
- D. All work is to be conducted in accordance with 29 CFR 1910, 1926 and all other applicable local, state and federal regulations.
- E. The Contractor shall submit a site-specific, safety plan. The information below shall be used by the Contractor as guidance in implementing and administering his own safety program during the life of this Contract. The requirements stated herein are a minimum:
 - 1. The Contractor shall provide the Owner a copy of its site-specific, safety plan that conforms to all applicable local, state and federal safety requirements for the type of construction required by the project prior to the preconstruction meeting.
 - 2. Contractor shall remain solely responsible for safety on the Project, and the Owner shall have no responsibility for such safety plan.
 - 3. The safety plan/manual shall address all aspects of safety required for the type of project that includes, but is not limited to, proof of competent personnel training, proof of OSHA training in project requirements, Haz-Comm, and SDS information.
- F. The Contractor shall designate to the Owner, in writing, the name of his/her Contractor Safety Officer. The Safety Officer will be responsible for all safety precautions prior to the commencement of the work. The Safety Officer shall provide the Owner an outline of a proposed accident and fire protection plan for all work contemplated under the Contract and conduct at least one safety meeting each week for each shift and require the attendance of all supervisors at such meetings. Minutes of safety meetings shall be kept on file and made available upon request by the Owner.
- G. The Contractor shall acquaint his supervisors and employees with the activity and operations at a general aviation airport.
- H. At the direction of the Owner, dismiss from the project any person operating vehicles or equipment in an unauthorized area or operating vehicles or equipment in a reckless and unreasonable manner.
- I. The Contractor shall require all operators to operate equipment in accordance with the manufacturer's recommendations.

- J. All vehicular traffic shall operate at safe and posted speed limits, adjusting for prevailing weather conditions.
- K. Contractor shall not allow trash or debris to accumulate in his work, staging, parking or operations area. Extreme caution will be taken to keep all trash and debris contained. If used, dumpsters must be covered at all times when not being filled.
- L. Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of all workers, the general public, Airport/Tenants and infrastructure. Barricading shall be of the required type as identified below. Obstructions shall be illuminated as required by the Owner.
- M. Contractor must install traffic control devices in accordance with the latest version of the Manual on Uniform Traffic Control Devices when performing work that requires any impact to vehicular or pedestrian traffic. The Contractor shall contact the Owner 48 hours prior to any required lane or road closures.
- N. Tall, but relatively low visibility units, such as cranes, drills and the like must have appropriate obstruction lighting mounted and operational in accordance with FAA Advisory Circular 70/7460-1K.
- O. If equipment with a height greater than 25-feet is required during construction, a 7460-1 FAA Form, Notice of Proposed Construction, will be filed by the Owner. Contractor shall obtain a copy of the FAA 7460 from the Owner prior to initiating work.
- P. Contractor shall follow OSHA lockout/tagout procedures and as follows:
 - 1. Notify Owner that a lockout or tagout system is going to be utilized and the reasons why.
 - 2. Notifications are to be made to the Owner for electrical lockout/tagout, energy management center for mechanical lockout/tagout, and building services for plumbing lockout/tagout.
 - 3. Document which of the Contractor's employees are to be authorized to perform lockout/tagout, and which areas are affected by the lockout/tagout and forward a copy to the Owner.
- Q. Any work impairing the sprinkler systems requires a red tag permit and notification to the insurance company and fire department. Follow all permit required actions and supply Owner with copy of permit.
- R. A "hot work" permit is required for any welding, cutting, brazing, etc. Supply Owner with a copy of Contractor's permit or use one provided by MNAA Maintenance Control. Hot work permits must be closed out with MNAA's Maintenance Control within 8 hours of permit issuance.

1.2 CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS

During the time the Contractor is performing the work under this Contract the terminal apron will remain in use by aircraft. Aircraft operations, unless otherwise specified in the Contract Specifications, shall always have priority over any and all of the Contractor's operations. The Contractor shall not allow his employees, subcontractors, material suppliers, or any other per-

sons over whom he has control to enter or remain upon or allow any plant or materials to be brought or to remain upon any part of the Airport which, in the opinion of the Owner, would be a hazardous location. Should the Owner deem the Contractor to be too close to aircraft for safety, he/she may, in his/her sole discretion, order the Contractor to suspend operations and remove his personnel, equipment, and/or materials to a safe distance.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00500

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SECTION 00510 – MINIMUM WAGE SCALE

PART 1 - GENERAL

1.1 TENNESSEE WAGE SCALES

The Contractor is required to refer to the Tennessee Department of Labor and Workforce Development web page at: <http://www.tn.gov/labor-wfd/regscompl/prevail.shtml> for the current Building Prevailing Wage Rates and/or Highway Classifications Descriptions for Davidson County, Tennessee. If a classification is not listed that is being used by the Contractor or their subcontractors for this project, the Contractor must contact the Tennessee Department of Labor for a pay scale determination and provide this determination to the Owner in writing. Workers can only be classified as apprentices if the company has a bona-fide apprenticeship program registered with the State of Tennessee or Federal Department of Workforce Labor. A copy of this registered program must be submitted with the first set of payroll records. The Contractor is further advised that it is the Contractor's responsibility to monitor and ensure that all workers, including subcontractor's workers, are paid the proper pay scale for all hours worked.

Certified weekly payroll records must be maintained by the Contractor and be submitted to the Owner with each pay application. This requirement applies to all on-site workers regardless of subcontract level.

1.2 MINIMUM WAGE SCALE - REQUIREMENTS

The Contractor and Subcontractors shall meet or exceed the prevailing wage rate requirements of the State of Tennessee.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00510

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SECTION 00550 –SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECURITY REQUIREMENTS

- A. The Contractor shall provide on-call personnel, and their emergency phone numbers, 24 hours a day to respond in case of security violations.
- B. Contractor agrees to observe all security requirements and to take such steps as may be necessary or directed by the Owner to insure that subcontractor, material suppliers, employees, invitees, and guests observe these requirements.

1.2 SECURITY BADGE REQUIREMENTS

- A. Security badging will not be required for this project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00550

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SECTION 00600 – SMALL MINORITY WOMAN-OWNED BUSINESS ENTERPRISE (SMWBE) PARTICIPATION

PART 1 - GENERAL

The following Bid conditions apply to this Metropolitan Nashville Airport Authority (MNAА)-assisted Contract. Submission of a Bid by a prospective Contractor shall constitute full acceptance of these Bid conditions.

1.1 PROGRAM INTENT.

It is the MNAА's objective to promote, encourage, and stimulate participation of local, small, minority and women-owned business enterprises (SMWBE) within its organization and the economic community served by it by providing maximum opportunities to participate in contracts, programs and all related business activities of the MNAА. MNAА will apply the local small minority woman-owned business participation levels where expenditures and purchases are made with non-federal funding, and to all contracts, leases, management agreements, consultants, prime contractors, subcontractors, respondents, bidders, or proposers involved in the performance of a commercially useful task for MNAА.

1.2 DEFINITIONS.

A SMWBE is defined as a business that has been certified as a SMWBE by the MNAА Office of Business Diversity Development, that is located in Bedford, Cannon, Cheatham, Davidson, Dickson, Hickman, Mason, Maury, Montgomery, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson or Wilson County, and that fulfills one or more of the following:

- A. A small business enterprise complying with the standards of the Small Business Administration, as set forth in 13 CFR Part 121.
- B. A minority business enterprise is a sole proprietorship, corporation, partnership, joint venture, or other business or professional entity in which at least 51% of the assets of the business is owned, managed, and controlled by one or more minority persons. The standards of the Small Business Administration, as set forth in 13 CFR Part 121, shall apply
- C. A woman-owned business enterprise is a sole proprietorship, corporation, partnership, joint venture, or other business or professional entity in which at least 51% of the assets of the business is owned, managed, and controlled by one or more women. The standards of the Small Business Administration, as set forth in 13 CFR Part 121, shall apply.

1.3 COMPLIANCE.

All Bidders, potential contractors, or subcontractors for this Contract are hereby notified that failure to carry out the policy and the SMWBE obligations, as set forth, shall constitute a breach of Contract which may result in termination of the Contract or such other remedy as deemed appropriate by MNAА.

1.4 SUBCONTRACT CLAUSES.

- A. All Bidders/proposers and potential contractors will include the following clauses in all Subcontracts which offer further subcontracting opportunities:

- B. Small Minority Woman-Owned Business Enterprises will be afforded full opportunity to submit Bids/proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, age, sex, or handicap, in consideration for an award of any Contract entered into, pursuant to this advertisement.

1.5 CONTRACT AWARD.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the levels or has made an acceptable good faith effort to meet the established levels for SMWBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

1.6 SMWBE PARTICIPATION LEVEL.

The attainment of the level established for this Contract is to be measured as a percentage of the total dollar value of the Contract. The SMWBE level established for this Contract is as follows: **SIX AND FOUR HUNDREDTHS PERCENT (6.04%) M and/or WBE.**

1.7 CALCULATION OF PARTICIPATION LEVEL.

The Authority uses the following to determine whether or not a bidder or contractor has met the established SMWBE participation level:

- A. Actually performed by the SMWBE toward SMWBE goals, and only if the SMWBE is performing a commercially useful function on that contract. A SMWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The SMWBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a SMWBE is performing a commercially useful function, the Authority must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the SMWBE credit claimed for its performance of the work, and other relevant factors. If a SMWBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SMWBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.
- B. The Authority counts the entire amount of that portion of a the contract that is performed by the SMWBE's own forces. Include the cost of supplies and materials obtained by the SMWBE for the work of the contract, including supplies purchased or equipment leased by the SMWBE (except supplies and equipment the SMWBE subcontractor purchases or leases from the prime contractor or its affiliate).
- C. The Authority counts the entire amount of fees or commissions charged by a SMWBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward SMWBE goals, provided the Authority determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- D. When a SMWBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SMWBE goals only if the SMWBE's subcontractor is itself a SMWBE. Work that a SMWBE subcontracts to a non-SMWBE firm does not count toward SMWBE goals.
 - E. When a SMWBE performs as a participant in a joint venture, the Authority counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the SMWBE performs with its own forces toward SMWBE goals.
 - F. The Authority counts expenditures with SMWBEs for materials or supplies toward SMWBE goals as follows:
 - G. If the materials or supplies are obtained from a SMWBE manufacturer, count 100 percent of the cost of the materials or supplies toward SMWBE goals.
 - H. If the materials or supplies are purchased from a SMWBE regular dealer, count 60 percent of the cost of the materials or supplies toward SMWBE goals.
- 1.8 AVAILABLE SMWBEs. MNAA has a SMWBE Program that has been approved by its Board of Commissioners. This program maintains a list of certified SMWBEs, which can be found on the Authority's website at www.flynashville.com/business/minority.aspx or by contacting Business Diversity Development at (615)275-1468. Proposers are encouraged to inspect this list to assist in locating SMWBEs for the work. Other SMWBEs may be added to the list in accordance with MNAA's approved SMWBE Program. Credit toward the SMWBE participation will not be counted unless the SMWBE to be used is certified by MNAA.
- 1.9 CONTRACTOR'S REQUIRED SUBMISSION. MNAA requires the submission of a completed SMWBE Subcontractor List, attached as Exhibit D. Certain other SMWBE information may also be required.
- 1.10 GOOD FAITH EFFORT STATEMENT. If the Bidder fails to meet the Contract levels established in paragraph 6 above, bidder should submit information of the types below to assist MNAA in determining whether or not the Bidder made an acceptable good faith effort to meet the Contract levels.
- A. Whether the Bidder attended any pre-solicitation or pre-Bid meetings that were scheduled by the Authority to inform SMWBEs of contracting and subcontracting opportunities;
 - B. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
 - C. Whether the Bidder provided written notice to a reasonable number of specific SMWBE's that their interest in the Contract was being solicited, in sufficient time to allow the SMWBEs to participate effectively;
 - D. Whether the Bidder followed up initial solicitations of interest by contacting SMWBEs to determine with certainty whether the SMWBEs were interested;
 - E. Whether the Bidder selected portions of work to be performed by SMWBEs in order to increase the likelihood of meeting the SMWBE levels (including, where appropriate, breaking down contracts into economically feasible units to facilitate SMWBE participation);

- F. Whether the Bidder provided interested SMWBEs with adequate information about the plans, specifications and requirements of the Contract;
- G. Whether the Bidder negotiated in good faith with interested SMWBEs, not rejecting SMWBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- H. Whether the Bidder made efforts to assist interested SMWBEs in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor, and
- I. Whether the Bidder effectively used the services of available minority community organizations; minority contractors' groups; local and state and Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of SMWBEs.

Note: the nine (9) items set forth are merely suggested criteria and MNAA may specify that you submit information on certain other actions a Bidder took to secure SMWBE participation in an effort to meet the levels. A Bidder may also submit to MNAA other information on efforts it made to meet the levels.

1.11 SUBSTITUTION.

The Bidder shall make a good faith effort to replace a SMWBE Subcontractor that is unable to perform successfully with another SMWBE Subcontractor. Substitution must be coordinated and approved by MNAA.

1.12 DOCUMENTATION.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving SMWBE subcontract levels and other SMWBE affirmative action efforts.

1.13 PENALTY FOR NONCOMPLIANCE.

It would be difficult to estimate the actual damages incurred by MNAA where Contractor willfully fails to achieve the agreed upon SMWBE participation goal set forth in the Contract. Accordingly, as liquidated damages, and in addition to other remedies as may be available to MNAA under this Contract at law or in equity, MNAA may, in its sole discretion, deduct from the final payment due Contractor the difference, calculated in dollars, between the agreed upon SMWBE participation goal and the actual SMWBE participation achieved by Contractor. In the event Contractor is able to demonstrate and document good faith efforts showing that its failure to achieve the agreed upon SMWBE participation goal was in good faith, and MNAA concurs with Contractor, then Contractor shall not be liable to MNAA for liquidated damages arising out of Contractor's failure to achieve the agreed upon SMWBE participation goal set forth in this Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00600

SECTION 00700 - INSURANCE AND INDEMNIFICATION

PART 1 - GENERAL

1.1 INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance:

1. The Respondent shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, commercial general liability insurance coverage (the "CGL Coverage"), with coverage limits of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate, that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage. The aggregate deductible amount under the insurance policy or policies providing the CGL Coverage shall not exceed \$250,000 per occurrence. Each insurance policy providing the CGL Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverage maintained by the Authority shall be considered excess insurance only.
2. Each insurance company issuing an insurance policy providing the CGL Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by the Chief Financial Officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of the Chief Financial Officer of the Authority.

B. Automobile Liability Insurance:

1. The Respondent shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, automobile liability insurance coverage (the "Auto Coverage"), with a coverage limit of not less than \$1,000,000 per occurrence, that insures against claims, damages, losses and liabilities arising from automobile related bodily injury, death and/or property damage. The aggregate deductible amount under the insurance policy or policies providing the Auto Coverage shall not exceed \$250,000 per occurrence. Each insurance policy providing the Auto Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverage maintained by the Authority shall be considered excess insurance only.
2. Each insurance company issuing an insurance policy providing the Auto Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by the Chief Financial

Officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of the Chief Financial Officer of the Authority.

C. Workers' Compensation Insurance:

1. The Respondent shall obtain and maintain continuously in effect at all times during the term of this Contract, at its sole cost and expense, workers' compensation insurance coverage (the "WC Coverage") in accordance with statutory requirements and providing employer's liability coverage with limits of not less than \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease, and \$500,000 policy limit for disease.
2. Each insurance company issuing an insurance policy providing the WC Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (ii) otherwise approved by the Chief Financial Officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined in the sole discretion of the Chief Financial Officer of the Authority.

D. General Insurance Requirements:

1. For purposes of this Contract, the CGL Coverage, the Auto Coverage, and the WC Coverage are collectively referred to as the "Insurance Coverages". The Respondent agrees that each insurance policy providing any of the Insurance Coverages (i) shall not be altered, modified, cancelled or replaced without thirty (30) days prior written notice from the Respondent to the Authority, (ii) shall provide for a waiver of subrogation by the issuing insurance company as to claims against the Authority and its commissioners, officers and employees, (iii) shall provide that any "other insurance" clause in such insurance policy shall exclude any policies of insurance maintained by the Authority and that such insurance policy shall not be brought into contribution with any insurance maintained by the Authority, and (iv) shall have a term of not less than one year.
2. The Authority shall have the right to change the terms of the Insurance Coverages if such changes are recommended or imposed by the Authority's insurers, so long as the Authority agrees to reimburse the Respondent for any increases in insurance premium costs resulting solely from any such change. The Respondent shall provide, prior to the commencement of the Respondent's performance under this Contract, one or more certificates of insurance which shall indicate that the Respondent maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with the requirements of this Contract. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to the Authority written notice of the cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of such cancellation or the expiration date of such insurance policy, as applicable. Upon receipt of a written request from the Authority, the Respondent also agrees to provide to the Authority duplicate originals of any or all of the insurance policies providing the Insurance Coverages. The certificate(s) of insurance provided by the Respondent to evidence the WC Coverage shall specifically

certify that the insurance policy or policies which provide the WC Coverage cover the Respondent's activities in the State of Tennessee.

3. If the Respondent shall at any time fail to obtain or maintain any of the Insurance Coverages, the Authority may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all monies expended by it for that purpose shall be reimbursed to the Authority by the Respondent upon demand therefore or set-off by the Authority against funds of the Respondent held by the Authority or funds due to the Respondent. The Respondent hereby grants, approves of and consents to such right of set-off for the Authority. If any of the Insurance Coverages cannot be obtained for any reason, the Authority may require the Respondent to cease any and all work under this Contract until all Insurance Coverage are obtained. If any of the Insurance Coverages are not obtained within a period of time to be determined solely by the Authority, the Authority may terminate this Contract.
4. It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of the Respondent for its acts or omissions as provided in this Contract.
5. The term "Rating Service" shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined in the sole discretion of the Chief Financial Officer of the Authority. The term "Minimum Rating" shall mean a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on the date of this Contract, or such equivalent rating (if A.M. Best Company is not the Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings) as determined in the sole discretion of the Chief Financial Officer of the Authority.

1.2 INDEMNIFICATION

A. Indemnified Parties.

For purposes of this Contract, the term "Indemnified Parties" shall mean the Authority and its commissioners, officers, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, successors and assigns.

B. Indemnification.

1. **Negligent or Intentional Act or Omission:** The Respondent agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including, but not limited to, bodily injury, death and/or property damage to the extent caused by or arising from any act or omission of the Respondent or any of the Respondent's officers, contractors, subcontractors, agents, representatives or employees in the performance of professional services under this agreement.
2. **Ownership or Use of the Construction Documents:** The Respondent agrees to indemnify

and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from the ownership or use of the Construction Documents, including, without limitation, claims of infringement of property rights by a third party.

3. Hazardous Materials and Environmental Laws: The Respondent agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from any negligent or intentional act or omission of the Respondent or any of the Respondent's officers, contractors, subcontractors, agents, representatives or employees with respect to (i) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by the Authority or a third party with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Airport premises or any other areas; (ii) any actual, threatened or alleged contamination by Hazardous Materials on the Airport premises or other areas; (iii) the disposal, release or threatened release of Hazardous Materials on the Airport premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; (iv) any bodily injury, death or property damage with respect to the use or placement of Hazardous Materials on the Airport premises or other areas; or (v) any violation of any applicable Environmental Laws.

PART 2 – PRODUCTS – Not Used.

PART 3 – EXECUTION – Not Used.

END OF SECTION 00700

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Project: T-HANGAR REPAIRS
- B. Project Location: John C. Tune Airport, 110 Tune Airport Dr. Nashville, TN.
- C. The Work consists of the following:
 - 1. Forty-two (42) T-Hangars that will have either new 2" x 2" structural steel stiffeners welded to the existing 2" x 2" steel columns by a certified welder or replacement of the 2" x 2" steel columns in each T-Hangar as identified on the plans.
- D. Work Under Other Contracts:
 - 1. Cleaning out of each hangar prior to start of construction shall be done by others.

1.2 SCHEDULING OF WORK

- A. Prior to the commencement of any work, the Contractor shall schedule a preconstruction meeting with the Owner to assure that the scheduling of construction activities in conjunction with airport operations is fully understood.
- B. The Contractor shall not commence work in any area until:
 - 1. The proposed work has been previously coordinated with the Assistant VP PDC and/or his/her designee;
 - 2. The Contractor has provided the Owner a construction schedule in accordance with Section 01150;
 - 3. The Contractor has submitted a project-specific safety plan to the Owner that addresses all aspects and activities required by the project scope;
 - 4. The Contractor has received the Owner's authorization to do so and;
 - 5. Any and all required safety and security measures, signage and temporary markings are in place.

1.3 CONTRACTOR'S ACCESS TO AIRPORT

- A. Contractor's access to the construction site shall be through security gates. See Section 00500 for safety requirements and Section 00550 for security requirements.

1.4 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of site indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

1. Owner will occupy premises during construction. Perform construction only during normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.
- B. Immediately cease and remove his operations from any operations or work area at any time he is instructed to do so by the Owner. The Contractor will not allow his operations to return to the area until he has received permission to do so by the Owner.
- C. Employee parking will only be permitted in the area designated for the Contractor's staging and storage area.
- D. The Contractor is advised that the Owner encourages all Contractors to develop a sustainability program for salvageable items and any qualified products and materials to be used in the construction of this project.

1.5 ORDER OF WORK

- A. The initial order of work shall be periodically revised by the Contractor so as to remain accurate. Both the initial order of work and any revisions must be approved by the Owner prior to the day that the work is to begin.

1.6 OTHER WORK TO CONTRACTORS

- A. The Contractor shall have sufficient equipment, materials, and labor to progress with the work as provided herein and shall not remove any equipment from Airport premises without the knowledge and consent of the Owner. The Contractor must closely coordinate the work with the Owner and with other contractors who may be working on Airport premises. All problems encountered or contemplated in this respect are to be immediately brought to the attention of the Owner.

1.7 CUTTING AND PATCHING

- A. Do not cut structural members or operational elements without prior written approval of the Owner.
- B. Where existing and/or temporary services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1.8 SECTION REQUIREMENTS

- A. Use water and electric power from Owner's existing system without metering and without payment of use charges.
- B. Electrical Service: Shall comply with the latest adopted edition of the NEC per NFPA 70, Metropolitan Nashville Code Amendments and Nashville Electric Service regulations for temporary electric service.

1.9 EQUIPMENT

- A. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained heaters with thermostatic control.
 - 1. Use of fuel burning (gasoline, kerosene) space heaters, open-flame heaters of any type, or salamander-type heating units is prohibited.
 - 2. Heating Units: Only those unit which are “Listed and Labeled”, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use within an occupied space.

1.10 TEMPORARY UTILITIES

- A. General: Arrange with utility company, Owner, and existing users for a scheduled time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with airport regulations, building and health codes for type, number, location, and operation, of fixtures and facilities. Maintain appropriate servicing, pickup and delivery schedules.
- C. Provide temporary lighting with local switching that provides adequate illumination to safely conduct construction operations, observations, inspections, and traffic control.

1.11 TEMPORARY SUPPORT FACILITIES

- A. Provide field offices as deemed necessary by Owner, along with adequate dry storage, fabrication areas, and other support facilities as necessary for construction operations. Any/all such facilities will be cleaned and maintained all while remaining within the confines of the Owner designated lay-down area.
- B. Provide waste-collection and/or recycling containers in sizes adequate to handle said materials from construction operations. Any/all such containers shall be covered at all times. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.
 - 1. Maintain records of general material disposal and recycled material. This information will be provided to the Owner for their records and use.

1.12 TEMPORARY SECURITY AND PROTECTION FACILITIES

- A. Provide any/all temporary environmental protection measures as may be required to safely conduct operation and construction, by utilizing, methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination, pollution, damage to adjacent properties or other undesirable effects.
- B. Provide adequate dust control to prevent dust and debris from reaching nearby hangars and/or aircraft.

1.13 TERMINATION AND REMOVAL

- A. Temporary Utilities: After inspections and approvals of any/all installed utilities, Contractor will coordinate with all responsible parties from Owner and Utility Companies for an appropriately scheduled cut-over from temporary service to permanent service. After which the contractor will promptly remove all aspects of the temporary utility service and properly restore areas to previously existing conditions unless directed otherwise by Owner.
- B. Remove temporary facilities as reasonably feasible following notification of Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

PART 2 – PRODUCTS – Not Used.

PART 3 – EXECUTION – Not Used.

END OF SECTION 01100

SECTION 01150 - CONTROL OF WORK

PART 1 – GENERAL

- 1.1 OWNER'S DESIGNEE. MNAA Assistant VP PDC or such qualified person as he/she may designate to act in said capacity of the Owner to be responsible for architectural/engineering supervision of the Work. The Owner shall have the authority to stop any work on the project in order to insure the proper execution of such work in accordance with the contract. The Owner shall also have the authority to reject any and all work or materials which do not conform to the contract requirements and to direct the application of labor and materials to any part of the project which in the engineer's sole judgment is necessary or required. Neither the Assistant VP PDC nor such qualified person as he/she may designate to act in said capacity shall be liable to the Contractor for failure to make any inspection permitted by the contract, and it shall be the duty of the Contractor to carry out the project in conformance with the contract in the absence of any such inspectors. The Owner shall be the interpreter of the plans and specifications and will be the judge of the Contractor's performance under the Contract, will determine the rights of other contractors or subcontractors, and shall decide any other questions which may arise during the course of the Project.
- 1.2 AUTHORITY OF THE OWNER.
The Owner shall answer any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Owner shall answer all questions that may arise as to the interpretation of the specifications or plans relating to the Work. The Owner shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.
- 1.3 PROJECT MANAGEMENT AND SUPERINTENDENT.
- A. The Contractor shall employ and designate a qualified and competent project manager and necessary assistants to be responsible for oversight of all aspects of the project through project closeout. The Contractor shall not change such designation without consent of Owner and Owner's consent shall not be unreasonably withheld. The Owner, at any time, may request a different Project Manager if unsatisfied for any reason with the manner in which the overall project is being managed.
 - B. The Contractor shall employ and designate a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work through final inspection. Contractor shall not change such designation without consent of Owner; and, Owner's consent shall not be unreasonably withheld. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

1.4 CONFORMITY WITH PLANS AND SPECIFICATIONS.

- A. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract, plans or specifications.
- B. If the Owner, 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 the affected work may be accepted and allowed to remain in place. In this event, the Owner will document his/her determination of a basis of acceptance that will provide for an adjustment in the Contract Price for the affected portion of the work. The Owner's determination and recommended Contract Price adjustments will be based on good architectural or 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, as applicable.
- C. If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner's written orders.
- D. For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the Contract, plans, and specifications. The term shall not be construed as waiving the Owner's responsibility to insist on strict compliance with the requirements of the Contract, plans, and specifications during the Contractor's prosecution of the Work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the Work.
- E. For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority, to use good architectural/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 Documents
- F. The Owner will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

1.5 COORDINATION OF WORK. Contractor shall have sufficient equipment, materials and labor to progress with the Project as provided herein and shall not remove any equipment from the premises of the Airport without the knowledge and consent of the Owner. Contractor must closely coordinate Work on the Project with the Owner and with other contractors who may be working on the Airport premises. Contractor shall immediately notify the Owner of any problems encountered or anticipated with respect to the activities of other contractors on the Airport premises.

1.6 PROGRESS SCHEDULE

- A. The Progress Schedule shall relate to the entire Project or as may be required by the Contract. The Progress Schedule will be in the form required by the Contract Documents. Before beginning work under the Contract, Contractor shall provide the Progress Schedule to the Owner and it will be a Contract Document. The Owner may require Contractor to provide a revised or updated Progress Schedule during the course of the Project.

- B. Gantt-Chart Schedule: Not required as part of this project.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- D. Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- E. Revise the schedule after each meeting or activity where revisions have been made. As Work progresses, mark each bar to indicate actual completion. Distribute updated copies to same parties.

1.7 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.

- A. The Contract, Plans, Specifications, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; technical specifications shall govern over general provisions, plans, cited standards for materials or testing; and contract general provisions shall govern over plans, cited standards for materials or testing, and If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.
- B. From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Owner for his/her interpretation and decision, and such decision shall be final.
- C. 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/she shall immediately call upon the Owner for his/her interpretation and decision, and such decision shall be final. Any work done by the Contractor after such discovery, and before verification, correction, approval or authorization by the Owner, shall be done at the Contractor's risk.

1.8 COOPERATION OF CONTRACTOR.

- A. The Contractor will be supplied with 1 full size and 1 half size paper copy and an electronic copy of the Plans and Specifications. He/she shall have available, at all times, one copy each of the Plans and Specifications. Additional copies of Plans and Specifications may be obtained by the Contractor for the cost of reproduction.
- B. The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he/she shall cooperate with the Owner and his/her Inspectors and with other contractors in every way possible. The Contractor shall have a competent Superintendent on the Work at all times who is fully authorized as his/her agent on the work. The Superintendent shall be experienced in the type and manner of the construction required to be performed and shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill

instructions from the Owner or his/her authorized representative. If, in the opinion of Owner, the Contractor's Superintendent is not supervising the project appropriately, Owner may request, after appropriate documentation, and the Contractor shall comply with Owner's request to remove the Superintendent from the project and replace the Superintendent.

1.9 COOPERATION BETWEEN CONTRACTORS.

- A. The Owner reserves the right to contract for and perform other or additional work on or near the Work covered by this Contract.
- B. 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.
- C. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.
- D. The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

1.10 AUTHORITY AND DUTIES OF INSPECTORS.

- A. Inspectors employed by the Owner shall be authorized to inspect all Work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the Plans and Specifications or to act as foreman for the Contractor.
- B. Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the Contract, Plans, or Specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner for his/her decision.

1.11 INSPECTION OF THE WORK.

- A. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- B. If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.
- C. 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.

- D. Should the Work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the Contract, and shall in no way interfere with the rights of the parties to this Contract.
- E. An inspector's knowledge of, or purported acceptance of, the work or any part thereof, shall in no way relieve the Contractor from meeting the requirements of the Contract. Additionally, any information supplied by an Inspector to the Contractor shall be subject to the provisions of the Contract Documents..

1.12 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

- A. All Work that does not conform to the requirements of the Contract, Plans, and Specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.
- B. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner. Work done contrary to the instructions of the Owner, work done beyond the limits of the Project 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.
- C. Upon failure on the part of the Contractor to comply forthwith with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by Owner) from any monies due or to become due the Contractor.

1.13 LOAD RESTRICTIONS.

- A. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.
- B. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

1.14 MAINTENANCE DURING CONSTRUCTION.

- A. 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.
- B. All costs of maintenance work during construction and before the project is accepted shall be included in the lump sum, and the Contractor will not be paid an additional amount for such work.

1.15 FAILURE TO MAINTAIN THE WORK.

- A. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.
- B. Should the Contractor fail to respond to the Owner's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

1.16 PARTIAL ACCEPTANCE.

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

1.17 SUBSTANTIAL COMPLETION.

The Owner will conduct an inspection or inspections as may be required, to determine the date(s) of Substantial Completion certification to the Contractor and the Surety. The certification shall be in writing. The Owner shall issue the certification within seven (7) days of the inspection. If the Owner refuses to so certify the Substantial Completion, the Owner shall at the same time period advise the Contractor, in writing, as to the precise reasons for the refusal to certify. The inspection for the determination of the Substantial Completion of all or portions of the Work may be made at the date of the written request of the Contractor or at the option of the Owner. In the event the Owner certifies the Substantial Completion of the project or a portion thereof, such certification shall not relieve the Contractor of his/her obligations to complete all of the Work in accordance with the Contract. Additionally, such certification shall not constitute acceptance or waiving of the Owner's right to require a final inspection of all work. In any event, the Owner shall have no obligation to release any retainage withheld until final payment is made in accordance with the Contract and Final Acceptance by the Owner.

1.18 FINAL ACCEPTANCE.

- A. Upon due notice from the Contractor of presumptive completion of the entire project, the Owner and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.
- B. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the

work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

1.19 CLAIMS FOR ADJUSTMENT AND DISPUTES.

- A. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the Contract, Plans, or Specifications or previously authorized as extra work, he shall notify the Owner in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Owner for consideration in accordance with local laws or ordinances.
- B. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01150

SECTION 01200 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 PAYMENT PROCEDURES

- A. The Owner will provide an electronic payment application template in Excel format based on the approved Schedule of Values. The template also includes an SMWBE participation tab and is to be updated by the Contractor with each payment application.
- B. Submit an electronic copy of each application for payment, according to the Owner approved Schedule of Values.
- C. Submit a Schedule of Values at least 5 days before the preconstruction meeting. The sum of the items shall equal the base bid price plus/minus any allowances and/or alternates that apply. Breakdown the Contract Price into at least two costs, materials and labor, for each specification section, unless otherwise directed by the Owner.
 - 1. Round amounts to nearest whole dollar; total shall equal the Contract Price.
 - 2. Provide separate columns in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
- D. The Schedule of Values and unit prices, once approved, will be used in establishing costs for additions or deletions of work.
- E. Payment shall be made based on a percentage of work complete for each line item in the bid schedule.
- F. With each Application for Payment, submit partial release of lien waivers, certified payroll records from subcontractors and major suppliers for the construction period covered by the previous application and a current security badge list (if applicable).
- G. Submit final Application for Payment after completion of Project closeout procedures with the following supporting documents as applicable to this project. See Section 1701 for all closeout procedures.

1.2 ALLOWANCES

- A. Not used.

1.3 ALTERNATES

Not used.

1.4 UNIT PRICES

Bidders shall indicate on the Bid Form unit prices for the following items of work:

1. Shim and Weld Column: Shim and weld column as shown on Drawings and as specified in Section 05120 Structural Steel.
2. Replace Columns: Replace column as shown on Drawings as Alternate #2 and as specified in Section 05120 Structural Steel.

1.5 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from the Contractor, Owner will issue a Change Order, for all changes to the Contract Price and/or the Contract Time.
- B. Owner may issue a Construction Change Directive (CCD), instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. CCD will contain a description of the change and designate the method to be followed to determine changes to the Contract Price and/or the Contract Time. Owner may also issue a CCD when Owner and Contractor disagree on the terms of a proposal or to expedite the work. When a Construction Change Directive is necessary, the Contractor shall submit a properly itemized lump sum change request form covering the work to be performed and/or deleted in accordance with the approved Schedule of Values when applicable or referenced in the CCD from the Owner. This proposal shall be itemized for the various components of work and segregated by labor, material, equipment, overhead and profit in a detailed format satisfactory to the Owner. The Owner will require an itemized scope of work on all change request forms from the Contractor and any Subcontractors.
- C. Extra work, performed under a CCD shall be measured and paid for based on expended labor, equipment, and materials plus a 10% allowance for overhead and profit.
- D. 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.
- E. The Contractor and the Owner shall compare records of the cost of CCD work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Owner.
- F. No payment will be made for work performed on a CCD until the Contractor has furnished the Owner with itemized statements of the cost of such CCD detailed as follows:
 1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and journeyman/mechanic;
 2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment;
 3. Quantities of materials, prices, and extensions; or
 4. Transportation of materials.
- G. Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the CCD are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the

invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

1.6 FINAL PAYMENT

- A. Upon the Owner's final inspection of the project, confirmation that all work has been found acceptable in accordance with the Contract Documents and receipt of all closeout documents per Section 01700, Contractor shall make application for final payment. Final payment shall be due within thirty (30) Calendar Days of said application, subject to the provisions herein contained. Neither the final payment nor the retainage shall be paid until the Contractor submits an affidavit, in a form approved by Owner, to accompany the final payment application, affirming that there are no outstanding liens on the Project and all labor and Materials have been paid for, supported by such additional affidavits or evidence of payment as Owner may reasonably require. Owner may, at its option, withhold final payment, and/or the release of all or part of the retainage, until the Contractor has provided Owner with a complete and unconditional release of all claims for the payment of labor, equipment or material furnished to the Project, or receipts which evidence full payment of such claims, and Contractor shall also furnish Owner an affidavit that to the Contractor's best knowledge, information and belief, said releases or payments include all labor, equipment and materials for which a lien could be filed. Notwithstanding the foregoing, the Contractor and Surety shall continue to be liable for any such claims or liens, including, but not limited to, all guarantees and warranties, which may be asserted or which may be unsatisfied after all payments are made by Owner to the Contractor.

- B. The making of the final payment by the Owner shall constitute a waiver of all claims by the Owner, other than claims arising from faulty Work which appears or becomes known to Owner after such final payment, and unsettled or unasserted claims against Owner or the Project. Likewise, acceptance of final payment by the Contractor and any Subcontractors shall constitute a waiver of all claims by the Contractor and any Subcontractors against Owner, and the Contractor and all subcontractors each hereby agree to indemnify and hold Owner harmless from and against any such unsettled or unasserted claim.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Testing and inspecting services are specified in other Sections of these Specifications or are required by authorities having jurisdiction and shall be performed by independent testing agencies.
 2. Unless otherwise noted in the technical specifications, all quality-control testing/inspection services are the Contractor's responsibility, and the Contractor shall engage a qualified testing agency to perform these services.
 3. Contractor is responsible for scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
 4. Retesting and Re-inspecting: Contractor shall pay for additional testing and inspecting required as a result of tests and inspections indicating noncompliance with requirements.
- B. Submittals: Testing agency shall submit a certified written report of each test and inspection to Contractor, Owner, and to authorities having jurisdiction when they so direct. Reports of each inspection, test, or similar service shall include the following:
1. Name, address, and telephone number of testing agency.
 2. Project title and number.
 3. Date of issue.
 4. Dates and locations of samples and tests or inspections.
 5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 6. Names of individuals making tests and inspections.
 7. Description of the Work and test and inspection method.
 8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 9. Recommendations on retesting and re-inspecting.
 10. Name and signature of laboratory inspector.
- C. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.

- D. Testing Agency Responsibilities: Testing agency shall cooperate with the Owner and Contractor in performing its duties and shall provide qualified personnel to perform inspections and tests.
1. Agency shall promptly notify Owner and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 2. Agency shall not release, revoke, alter, or increase requirements of the Contract Documents nor approve or accept any portion of the Work.
 3. Agency shall not perform any duties of Contractor.
- E. Auxiliary Services: Cooperate with testing agencies and provide auxiliary services as requested, including the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of materials for testing, and assistance in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Security and protection for samples and for testing and inspecting equipment.
- F. Special Tests and Inspections: Conducted by a qualified special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections.
- G. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
- H. Character of Labor and Equipment:
1. Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract.
 2. All workers shall have sufficient skills, experience, and training to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have specific training and experience in such Work and in the operation of the equipment required to perform the Work satisfactorily.
 3. Any person employed by Contractor or a Subcontractor who, in the opinion of the Owner, is not trained properly, does not perform the Work in a proper, and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith from the Project site by Contractor or such Subcontractor employing such person and shall not be employed again in any portion of the Work without the prior approval of the Owner.
 4. Should Contractor or a Subcontractor fail to remove such person or persons or fail to furnish such suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance. No claims for additional time to perform the Contract shall be granted or requested as a result of Work suspension as herein provided.
 5. All equipment, which is proposed to be used in the Work, shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and to produce a satisfactory quality of the Work. Equipment used on any portion of the Work shall be of such

size and physical condition that no injury to persons, previously completed Work, adjacent property, or existing Airport facilities will result from its use.

6. When the methods and equipment to be used by Contractor in accomplishing the Work are not prescribed in the Contract, Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract.
7. When the Contract specifies the use of certain methods or equipment, such methods and equipment shall be used unless different methods are authorized by the Owner. If Contractor desires to use a method or type of equipment other than specified in the Contract, Contractor may request authority from the Owner to do so. The request shall be in writing and shall include a full description of the method and equipment proposed and of the full reasons for desiring to make the change. If approval is given, Contractor will remain fully responsible for producing the Work in conformity with the Contract. If, after trial use of the substituted method or equipment, the Owner determines that the Work produced does not meet Contract requirements, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified method and equipment. Contractor shall remove any deficient Work and replace it with Work of specified quality, or take other such corrective action as the Owner may direct. No change will be made in Contract Price as a result of authorizing a change in method or equipment described above.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

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SECTION 01420 - REFERENCES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AHAM	Association of Home Appliance Manufacturers
AHRI	Air-Conditioning, Heating, and Refrigeration Institute, The
AI	Asphalt Institute
AIA	American Institute of Architects (The)

AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society

AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRRC	Cool Roof Rating Council
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)

CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydronics Institute
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association Division of Air-Conditioning, Heating, and Refrigeration Institute (AHRI)
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)

HPVA	Hardwood Plywood & Veneer Association
IAPSC	International Association of Professional Security Consultants
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association, Inc.
ICPA	International Cast Polymer Association
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISA	Instrumentation, Systems, and Automation Society, The
ISO	International Organization for Standardization Available from ANSI
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LGSEA	Light Gauge Steel Engineers Association
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MCA	Metal Construction Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling

	(Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCMA	National Concrete Masonry Association
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)

NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SCAQMD	South Coast Air Quality Management District
SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SIA	Security Industry Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association

SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
TCNA	Tile Council of North America, Inc.
TEMA	Tubular Exchanger Manufacturers Association
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTECH	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)

- WIC Woodwork Institute of California
(Now WI)
- WMMPA Wood Moulding & Millwork Producers Association
- WSRCA Western States Roofing Contractors Association
- WWPA Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

- DIN Deutsches Institut fur Normung e.V.
- IAPMO International Association of Plumbing and Mechanical Officials
- ICC International Code Council
- ICC-ES ICC Evaluation Service, Inc.
- DIN Deutsches Institut fur Normung e.V.
- IAPMO International Association of Plumbing and Mechanical Officials
- ICC International Code Council
- ICC-ES ICC Evaluation Service, Inc.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
 - 1. Submit electronic copy of each request for product substitution within a reasonable timeframe allowing time for review, re-submission and approval in order to maintain Project Schedule.
 - 2. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 3. Identify product to be replaced and clearly stated the reason(s) a substitution is being requested. Show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Price or the Contract Time should the substitution be accepted.
 - 4. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store materials in a manner that will not endanger Project structure.
 - 5. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
- D. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations of warranty under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with all required accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Provide products that meet or exceed the descriptive, performance, and reference standards as required under Part 2 - Products in the Technical Specifications.
- B. Product Selection Procedures:
 - 1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
 - 2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
- C. Unless otherwise indicated, Owner will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

SECTION 01701 - CLOSEOUT REQUIREMENTS

PART 1 - **GENERAL**

1.1 **CLOSEOUT SUBMITTALS**

A. Record Drawings:

1. Submit a red-line set of the Contract Drawings as As-Built Drawings. Mark to show actual installation where installation varies from that shown originally, including all RFI, RFP/Change Order information.
2. Submit red-line set of Contract Specifications.
3. Submit copies or electronic copies of all final shop drawings.
4. Identify and date each As-Built Drawing sheet; include the designation "PROJECT AS-BUILT DRAWING" in a prominent location.

B. Other:

1. Return all keys
2. Subcontractor Final Release of Lien (Section 00340)
3. Contractor Final Release of Lien (Section 00360)
4. If badging was required, turn in all badges, except as may be needed during the warranty period, and provide a final updated badge list.
5. Provide a current Insurance Certificate that will remain in effect during the required warranty period.

1.2 **FINAL CLEANING**

A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:

1. Sweep each hangar to remove any loose debris before at substantial completion.
2. Clean project site in areas disturbed by construction activities. All paved areas are to be swept and washed, if necessary, to remove stains, spills, and foreign deposits.

1.3 **CLOSEOUT PROCEDURES**

A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:

1. Prepare a list of items to be completed and corrected (punchlist), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties.
3. Remove temporary facilities.
4. Complete final cleaning requirements..

5. Touch-up and otherwise repair and restore damaged and/or marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will proceed with inspection or advise Contractor of unfulfilled requirements. Owner will prepare the Substantial Completion letter after inspection or will advise Contractor of items that must be completed or corrected before Substantial Completion will be issued.
- C. Request inspection for Final Completion, once the following are complete:
 1. Submit an electronic copy of Substantial Completion punchlist stating that each item has been completed or otherwise resolved for acceptance.
 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. Submit a written request for final inspection for Final Acceptance. On receipt of request, Owner will proceed with inspection or advise Contractor of unfulfilled requirements. Owner will provide a letter of Final Acceptance if inspection confirms all punchlist corrections have been completed and after all closeout documents have been submitted.
- F. Failure to deliver closeout documents to the Owner shall be grounds for the Owner to withhold the final payment, until such documents are delivered. All job records furnished by the Contractor as above specified shall become the property of Owner.

PART 2 - **PRODUCTS** (Not Applicable)

PART 3 - **EXECUTION** (Not Applicable)

END OF SECTION 01701

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain property of the Owner. Remove, clean, and deliver to location on Airport property as directed by Owner. All other materials not to be salvaged become property of the Contractor and shall be legally disposed offsite.
- B. Comply with all Federal, State and local agencies having jurisdiction regarding the transportation and disposal of materials and equipment.
- C. Owner may occupy areas adjacent to selective demolition. Conduct selective demolition so that operations within adjacent spaces will not be disrupted.
- D. It is not expected that hazardous or other regulated materials will be encountered in the scope of work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Owner will remove hazardous materials under a separate contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. It is imperative that Contractor maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Do not cut, notch, or otherwise damage any structural member including columns, beams, trusses, joists, braces, plates, etc. The Owner must approve all floor and roof penetrations prior to cutting. An x-ray of each floor penetration is required. Slab on grade penetrations are to be preceded by radar or other suitable exploratory measure.
- C. Do not cut or disconnect any electrical wiring or data cabling without first determining its origin, termination points, what equipment it supports, and obtaining owner approval.
- D. Contractor will locate, identify and document, including, but not limited to, shut-off valves, disconnect switches, etc., of the various utilities serving the demolition area. Contractor will schedule a shut-down whereby the identified utilities will be cut-off, capped and/or disconnected by the Contractor before proceeding with the demolition work.
- E. Contractor shall provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

- F. Contractor shall provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain. Such measures being employed shall be inspected for signs of movement and/or settlement and determined safe by Contractor's Safety Officer.
- G. Contractor shall provide temporary weather-tight protection measures to prevent water leakage and damage to structure and interior areas.
- H. Contractor shall provide protection for walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- I. Neatly cut openings and holes plumb, square, and true to building lines and dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.]
- J. Contractor shall maintain records of general material disposal and recycled material. This information shall be provided to the Owner for their records and use.

END OF SECTION 01732

SECTION 05120 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Structural steel.
 - 2. Architecturally exposed structural steel.
- B. Related Sections include the following:
 - 1. Division 1 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

1.4 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand ASD-service loads indicated and comply with other information and restrictions indicated.
 - 1. Select and complete connections using schematic details indicated and AISC's "Manual of Steel Construction, Allowable Stress Design," Part 4.
 - 2. Engineering Responsibility: Fabricator's responsibilities include using a qualified professional engineer to prepare structural analysis data for structural-steel connections.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment drawings.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
4. Indicate number and spacing of shear stud connectors.
5. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
6. For structural-steel connections indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
7. Do not reproduce contract documents for use as shop drawings.
8. Shop drawings will not be reviewed by the Designer until after the General Contractor has thoroughly reviewed the shop drawings, verified existing conditions, and coordinated the shop drawings with other affected trades. Only three sets of marked up shop drawings shall be returned by the Designer.

C. Welding certificates.

D. Qualification Data: For fabricator .

E. Mill Test Reports: Signed by manufacturers certifying that the following products comply with requirements:

1. Structural steel including chemical and physical properties.
2. Bolts, nuts, and washers including mechanical properties and chemical analysis.

F. Source quality-control test reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CASE CSE.

B. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant.

C. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

D. Comply with applicable provisions of the following specifications and documents:

1. AISC's "Code of Standard Practice for Steel Buildings and Bridges."
2. AISC's "Seismic Provisions for Structural Steel Buildings" and "Supplement No. 2."
3. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
4. AISC's "Specification for the Design of Steel Hollow Structural Sections."
5. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.
 - 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.8 COORDINATION

- A. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. Plate and Bar: ASTM A 36.
- B. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B.
- C. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Plain.
 - 2. Direct-Tension Indicators: ASTM F 959, Type 325 compressible-washer type.
 - a. Finish: Plain.
- B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, round head steel structural bolts with splined ends; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Plain.

- C. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B.
- D. Headed Anchor Bolts: ASTM F 1554, Grade 36.
 - 1. Nuts: ASTM A 563 heavy hex carbon steel.
 - 2. Plate Washers: ASTM A 36 carbon steel.
 - 3. Washers: ASTM F 436 hardened carbon steel.
 - 4. Finish: Plain

2.3 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer.

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. No field fabrication of structural steel allowed. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
 - 1. Camber structural-steel members where indicated.
 - 2. Identify high-strength structural steel according to ASTM A 6 and maintain markings until structural steel has been erected.
 - 3. Mark and match-mark materials for field assembly.
 - 4. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- C. Bolt Holes: Drill or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning SSPC-SP 2, "Hand Tool Cleaning or SSPC-SP 3, "Power Tool Cleaning."
- F. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Base-Plate Holes: Drill or punch holes perpendicular to steel surfaces.

2.5 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Pretensioned unless otherwise noted on drawings.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
 - 1. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

2.6 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be high-strength bolted with slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials.
 - 5. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to one of the following specifications and standards:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.7 SOURCE QUALITY CONTROL

- A. Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
 - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: In addition to visual inspection, full pen shop-welded connections will be tested and inspected according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - 1. Liquid Penetrant Inspection: ASTM E 165.
 - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - 3. Ultrasonic Inspection: ASTM E 164.
 - 4. Radiographic Inspection: ASTM E 94.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design. "
- B. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.

2. Snug-tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate before packing with grout.
 3. Promptly pack grout solidly between bearing surfaces and base or bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
1. Level and plumb individual members of structure.
 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection unless approved by Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
1. Joint Type: Pretensioned unless otherwise on drawings.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1.
 - 1. In addition to visual inspection, full pen field welds will be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

- A. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories, bearing plates, and abutting structural steel.
 - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
 - 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

END OF SECTION 05120