

Section 150 General Provisions Addendum

150-10 GENERAL PROVISIONS ADDENDUM - Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction of the project where these specifications govern, the intent and meaning shall be interpreted as follows; and whenever one of the following capitalized words, terms or phrases is used herein, it shall be interpreted or construed first as defined in Specification Section GP-10, second as defined below, third according to its generally accepted meaning in the construction industry, and fourth according to its common and customary usage.

150-10-101 ACCESS ROAD

As defined in GP-10 and shall further be defined to include “or an internal roadway for construction or maintenance.”

150-10-102 ADDENDA

Written or graphic instructions issued prior to the opening of Proposals, which clarify, correct or change the bidding documents or the Contract Documents.

150-10-103 AIRPORT OPERATIONS or OPERATIONS

Depending on use, airport operations may refer to a department of the Airport Authority or the movement of aircraft on, or approaching the airfield.

150-10-104 BID ITEMS

The proposal provides for quotation of a price, for one or more bid items, which may be lump sum bid prices, alternate bid prices, unit bid prices, or a combination thereof. No payment will be made for items not set up in the proposal, unless otherwise provided by contract amendment. Bidders are cautioned that they should include in the prices quoted for various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the project.

150-10-105 BUILDER

A term to be used interchangeably with “Contractor.”

150-10-106 CONTRACT AMENDMENT

A term to be used interchangeably with “Change order.”

150-10-107 CONTRACT FOR PROFESSIONAL SERVICES

A written agreement between the Owner and a Professional for provision of services and related items required to design, engineer or program manage all or part of a Project.

150-10-108 DEFECTIVE

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any Inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Program Manager's recommendation of final payment.

150-10-109 DRAWINGS

A term to be used interchangeably with "Plans."

150-10-110 ENGINEER or PROFESSIONAL

As defined in GP-10 and shall further be defined to include "Engineer will not supervise, direct, control, or have authority over or be responsible for Contractors means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to performance of the Work. Allen & Hoshall, Inc. is the Engineer for this Project."

150-10-111 FINAL COMPLETION

The stage of construction when the Work has been 100% completed including all punch list items, record drawings, O&M manuals, lien waivers, maintenance training, warranties, consent of surety to final payment, and all other required closeout documentation.

150-10-112 GP

Abbreviation for General Provision.

150-10-113 HAZARDOUS SUBSTANCES

The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

150-10-114 INTENTION OF TERMS

As defined in GP-10 and shall further be defined to include "The use of any such term shall not be effective to assign to Program Manager any duty or authority to supervise or direct the furnishing or performance of the work. Wherever in the specifications or on the drawings the words "install," "furnish," "provide," or words of like import are used, they mean the Contractor shall install, furnish, or provide, as the case may be complete and ready for Owner's use."

150-10-115 LUMP SUM PRICE

The dollar amount for which a Contractor agrees to perform the Work or a specific component of the Work as set forth in a Contract for construction.

150-10-116 MAJOR SUBCONTRACTOR

A major subcontractor shall be any subcontractor who is responsible for 15 percent or more of the full amount of the contract.

150-10-117 OWNER or SPONSOR

As defined in GP-10 and shall further be defined to include "The Owner shall mean the Memphis-Shelby County Airport Authority."

150-10-118 PARTIAL COMPLETION

The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents when the Owner can satisfactorily occupy or beneficially use a finite portion of completed Work for its intended purpose. Partial completion and acceptance of a finite portion of the work will in no way imply the overall project is substantially complete or start of the project warranty.

150-10-119 PROGRAM MANAGER

The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision during construction and acting directly or through an authorized representative. The term Program Manager means the person, person or organization named by the Owner to act as their representative. Program Manager will not supervise, direct, control, or have authority over or be responsible for Contractors means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to performance of the Work. All authority granted to the Engineer by these construction documents shall also be available to the Program Manager, at the discretion of the Owner. Memphis Shelby County Airport Authority is the Program Manager for this Project.

150-10-120 PUNCHLIST ITEM

Any item of work, in whole or in part, which the Program Manager has identified as being unsatisfactory after an inspection of the project. A punch-list item may be further classified as being either "major" or "minor". A "major" punch-list item is defined as any punch-list item the correction of which is, in the Program Manager's determination, necessary for the Owner to use the completed project for its intended purpose. A "minor" punch-list item is defined as any punch-list item not classified as "major" by the Program Manager.

150-10-121 SHOP DRAWINGS

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier, manufacturer, subcontractor or fabricator and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

150-10-122 SITE

The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

150-10-123 SUBSTANTIAL COMPLETION

The stage in the progress of the Work when the Work is substantially complete in accordance with the Contract Documents and the Owner can occupy or beneficially use satisfactorily completed Work for its intended purpose.

150-20 GENERAL PROVISIONS ADDENDUM - PROPOSAL REQUIREMENTS AND CONDITIONS

150-20-01 ADVERTISEMENT (NOTICE TO BIDDERS)

General Provisions 20-01 shall include: “See Section LEGAL NOTICE TO BIDDERS for the ADVERTISEMENT notifying prospective Bidders of this project.”

150-20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES

General Provisions 20-05 shall include: “The proposal provides for quotation of a price, for one or more bid items, which may be lump sum bid prices, alternate bid prices, unit bid prices, or a combination thereof. No payment will be made for items not set up in the proposal, unless otherwise provided by contract amendment. Bidders are cautioned that they should include in the prices quoted for various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the project.”

150-20-07 PREPARATION OF PROPOSAL.

General Provisions 20-07 shall include “The bidder shall state the unit price and extension, written in ink or typed, for which he proposes to do each pay item furnished in the proposal. In case of conflict between the unit price and extension, the unit price, unless obviously incorrect, shall govern.”

150-20-09 IRREGULAR PROPOSALS

General Provisions 20-09 item f) shall include:

- f. If the proposal does not meet the DBE participation requirement specified in Section DBE REQ.

150-20-10 BID GUARANTEE.

General Provisions 20-10 shall include

“Each proposal shall be accompanied by either a cashier's check or a certified check drawn on a solvent bank, or a Bidder's bond executed by the Bidder and a surety company acceptable to the Memphis-Shelby County Airport Authority, in the amount of not less than five (5) percent of the total bid price, made payable without conditions to the Memphis-Shelby County Airport Authority, as a guarantee that if the proposal is accepted, the Bidder will enter into a contract and execute a Performance and Payment Bond with legally responsible surety within ten (10) days after contract award is made by the Memphis-Shelby County Airport Authority. Bidder's Bond (if used) shall be executed on the form prescribed within these documents.

“In the event that the Bidder's proposal is accepted and the contract is awarded by the Memphis-Shelby County Airport Authority, and the Bidder fails or refuses to execute the contract and furnish the required Performance and Payment Bond within ten (10) days after such award is made by the Memphis-Shelby County Airport Authority, unless given a written extension of time by the Memphis-Shelby County Airport Authority, then the Bidder will be considered as having abandoned his proposal, and his proposal guarantee will be retained by the Memphis-Shelby County Airport Authority as liquidated damages and not as a penalty, IT NOW BEING AGREED that the amount of the proposal guarantee is a fair estimate of the amount of damages that the Memphis-Shelby County Airport Authority will sustain in case the Bidder fails to enter into the contract and furnish the required Performance and Payment Bond within ten (10) days after receiving notice of such award.”

150-20-14 DISQUALIFICATION OF BIDDERS.

General Provisions 20-14 item d) shall include:

- d. Failure to show evidence of possessing a valid state of Tennessee Contractor's License, as required by law.

150-20-15 EXPLANATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

All explanations desired by Bidders regarding the meaning or interpretation of the drawings and specifications must be requested with sufficient time allowed for a written reply to reach them before the submission of their bids. Oral explanation or instructions will not be given. All necessary explanations or interpretations will be made in the form of written addenda to the specifications or drawings, and will be furnished to all Bidders, and the receipt thereof shall be acknowledged by each Bidder on his proposal.

150-20-16 DBE REQUIREMENTS

All Bidders shall submit with his/her proposal the DBE's Assurance Statement/Letter of Intent for each DBE subcontractor (subcontractors' signatures not required) Subcontractors' bids to the Prime Contractor with items included in the bid either circled and/or highlighted, DBE's Current Certification for each DBE Subcontractor, Respondent DBE Goals Accomplishment Statement, and Information on All Firms that Provide Bids or Quotes, which have been provided in the bid envelope. There must be one DBE's Assurance Statement/Letter of Intent for each proposed DBE subcontractor properly completed and signed by the Bidder.

Within 24 hours of the proposal submittal deadline, all Bidders shall submit the DBE's Assurance Statement/Letter of Intent for each DBE subcontractor (subcontractors' signatures required). There must be one DBE's Assurance Statement/Letter of Intent for each proposed DBE subcontractor properly completed and signed by the DBE subcontractor, and if applicable the 2nd/3rd Tier Subcontractor's, and the Bidder.

See specification section DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS for additional proposal requirements and conditions.

150-40 GENERAL PROVISIONS ADDENDUM - SCOPE OF WORK

150-40-04 EXTRA WORK.

General Provisions 40-04 shall include “When determined by the Program Manager to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work by time and materials as provided in Section GP-150-90.”

150-50 GENERAL PROVISIONS ADDENDUM - CONTROL OF WORK

150-50-04 COOPERATION OF CONTRACTOR.

General Provisions 50-04 shall include “The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors.”

150-70 GENERAL PROVISIONS ADDENDUM - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

150-70-01 LAWS TO BE OBSERVED.

General Provisions 70-01 shall include “Applicable laws, ordinances, regulations, orders, and decrees shall be considered as MINIMUM requirements, and everything shown or specified in excess of these minimum requirements shall be installed in excess thereof, as shown or specified. No instructions given in the contract documents shall be construed as an authorization to violate any law, ordinance, regulation, order, or decree.

“If the Contractor observes that the drawings or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall immediately notify the Program Manager in writing, and obtain the Program Manager's decision before proceeding with the portion of the work involved.

“The Contract shall be governed by the law of the State of Tennessee. Any action brought which involves the Contract, the Work or the Project shall be brought and determined in accordance with the Laws of the State of Tennessee.”

150-70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK

General Provisions 70-14 shall include “The Program Manager shall not be responsible for the methods and means employed by the Contractor in the performance of the Contractor's work. The Program Manager shall have no responsibility for the safety of workmen and others who may be injured during the course of the Contractor's work.”

150-70-21 CONTINUANCE OF WORK NOTWITHSTANDING DISPUTES, ETC.

Unless otherwise agreed in writing, the Contractor shall, notwithstanding any dispute, proceeding, or litigation, proceed forthwith in accordance with the Program Manager's written decision and/or direction and shall continue the Work and maintain its progress. The Owner shall continue to make payments to the Contractor to the extent that the sums due and owing the Contractor are not in dispute, in accordance with the Contract Documents.

150-70-22 SCOPE OF PROGRAM MANAGER'S RESPONSIBILITIES TO CONTRACTOR AND OWNER

The Program Manager is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Program Manager in the Contract in connection with completion of the Work in accordance with the Contract. Neither the Program Manager's authority to act under the Contract, nor any decision made by him in good faith either to exercise or not to exercise authority under the Contract, shall give rise to any duty or responsibility of the Program Manager to the Contractor, any Subcontractor, any of their agents or employees. However, nothing contained herein shall exculpate in any manner nor relieve the Program Manager of his duties and responsibilities to the Owner in accordance with the Contract and in accordance with any other agreements between the Program Manager and Owner establishing the Program Manager's duties and responsibilities to properly administer the Contract and to correctly apply the requirements of the Contract to the Work.

150-80 GENERAL PROVISIONS ADDENDUM - PROSECUTION AND PROGRESS

150-80-01 SUBLETTING OF CONTRACT

General Provisions 80-01 shall include “The Contractor shall obtain prior approval from the Owner before subcontracting any portion of this contract. Only those subcontractors who are known for doing quality, first class airport work of the type required of the subcontract will be approved by the Owner. For each proposed subcontract, the Contractor shall supply the Program Manager with the subcontractor's name, the amount of the subcontract, their previous, related experience, their available appropriate equipment both owned and leased, and their available personnel. The Contractor shall also submit to the Program Manager those items of the contract to be performed directly by his own organization. The amounts of these items and the amounts of all items awarded to all subcontractors shall correspond to the contract price for the entire project. The Owner reserves the right to withhold approval of any subcontractor who, in the Owner's opinion, is not qualified to perform the work. If the Owner withholds approval of a subcontractor the Contractor shall be required to find an alternate subcontractor that meets the approval of the Owner or he shall perform the work himself. In either event, contract pay items shall not be adjusted. The contract will not be signed until all major subcontractors have been approved by the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Program Manager.”

150-80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME

General Provisions 80-07 shall include “Time extension for delays caused by the effects of inclement weather are justified only when rains or other excessive inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing critical activities of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined critical path items due to adverse weather conditions or;
2. The Contractor being required to make major repairs to the work damaged by excessive weather, provided that the damage was not attributable to the Contractor's negligence or failure to perform, and provided that the Contractor was unable to work an available day as defined under GP-10.

“The Contractor will be granted a time extension based on weather days in excess of the anticipated days during the original contract completion. After the new contract completion date has been established by the Program Manager, additional anticipated days as identified by SC-120 Section 3.05 paragraph E for the months covered within the contract extension period will be granted. Once the Contractor reaches the revised completion date and has not completed the project due to additional weather delays, the Contractor will be granted, only the verified lost weather days leading to the revised contract completion. No other weather days will be granted beyond the established final completion date.

“If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified or as extended he may, within ten (10) days after commencement of the cause of delay make a written request to the Program Manager for an extension of time setting forth the reasons which he believes will justify the granting of his/her request; otherwise, such claim will be waived. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Program Manager finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend the Owner extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion. Should the contract time require extension it shall be by change order or supplemental agreement”

150-80-09 DEFAULT AND TERMINATION OF CONTRACT

General Provisions 80-09 shall include “The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- a. Cease operations as directed by the Owner in the notice;

- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontractors and purchase orders and enter into no further Subcontracts and purchase orders.

“In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.”

150-90 GENERAL PROVISIONS ADDENDUM - MEASUREMENT AND PAYMENT

150-90-05 PAYMENT FOR EXTRA WORK OR TIME AND MATERIALS WORK

General Provisions 90-05 shall include:

“EXTRA Work and TIME and MATERIALS Work will be paid in accordance with the paragraphs below and will include documented costs for labor, labor burden, insurance and taxes, materials, equipment, plus a set allowance for combined overhead and profit to be included in the total cost to the Owner. The Contractor is responsible for preparing detailed daily reports documenting all labor, material, and equipment charges incurred and signed by both Contractor and Program Manager for all TIME and MATERIALS work.

When the change order or supplemental agreement authorizing extra work or time and materials work is prepared, compensation will be based on actual expended labor, equipment, and materials costs as follows:

a. Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific time and materials item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified time and materials work. Such wage (or scale) shall be the same U.S. Secretary of Labor wage determination as is included in the originally awarded contract.

The Contractor shall receive the actual costs paid to, or on behalf of workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

The Contractor shall submit an audited labor burden percentage for review and approval which, after approval, will also be paid to the Contractor based upon actual labor costs expended. The Contractor's audited labor burden rate will include any and all insurance costs not paid by OCIP, unemployment insurance contributions, and social security taxes paid on the employees behalf. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.

c. Materials. For materials accepted by the Program Manager and used exclusively for the Extra or Time and Materials Work, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth) and applicable sales or use tax.

d. Equipment. For any machinery or special equipment (other than small tools) including fuel, lubricants, and transportation costs, the use of which has been authorized by the Program Manager, the Contractor shall receive the current published "Blue Book" rental rates for the actual time that such equipment is committed to the work.

e. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

The Contractor and the Program Manager shall compare records of the cost of TIME AND MATERIALS WORK at the end of each day. Agreement shall be indicated by signature of the Contractor and the Program Manager or their duly authorized representatives. Failure to obtain the Program Manager's signature shall constitute a waiver on the part of the Contractor of any right to collect reimbursement for such costs.

No payment will be made for work performed on an EXTRA WORK or TIME AND MATERIALS basis until the Contractor has furnished the Program Manager with itemized statements and all required backup documentation of the cost of such extra or time and materials work.

The fixed percentage allowance for combined overhead and profit to be added to the total of the labor, materials, and equipment costs above will be based on the following schedule:

- a. For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost.
- b. For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- c. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
- d. For each Subcontractor, the Work performed by the Subcontractor's Subcontractor, five percent (5%) of the amount due the Subcontractor's Subcontractor.

The total payment will be based on the total documented labor, material, and equipment cost plus the fixed percentages for combined overhead and profit specified above. This total payment shall constitute full compensation for all items of expense not specifically provided for the extra work or time and materials work.

150-90-07 PAYMENT FOR MATERIALS ON HAND

General Provisions 90-07 shall include "Request for partial payments must be accompanied by a completed, accurate stored material work sheet. The stored material work sheet will be supplied by the Program Manager upon request by the Contractor."

END OF SECTION GP-150