

SPECIAL CONDITIONS

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

104274 Triturator Drainage Upgrade

SPECIAL CONDITIONS

SPECIAL CONDITIONS

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1. GENERAL PROVISIONS

1.1 Scope of Work

The project consists of a limited renovation within the existing Triturator building, with no change to the existing building square footage. The scope includes modifications to the existing concrete slab-on-grade to accommodate regrading, improved drainage, and installation of the proposed grinder equipment. All Work will be confined to the building interior; no exterior modifications or improvements are part of this scope.

It is intended that the Work be completed in every respect under the Contract, and such items or details not mentioned above that are required by the Contract Documents shall be furnished, performed, placed, constructed, or installed by the Contractor.

1.2 Sensitive Security Information ("SSI")

Certain Plans and Specifications may qualify as Sensitive Security Information ("SSI") pursuant to 42 U.S.C. §40119 and 49 CFR Part 1520, and Airport Authority Policies and Codes. Refer to the Request for Bids Article 1A-1.4 (A) and General Conditions Article 1.4.4, Article 3.9, and Article 16.4 for more information.

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2. RESPONSIBILITIES OF THE AIRPORT AUTHORITY NOT USED

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3. CONTRACTOR'S SERVICES AND RESPONSIBILITIES

3.1 Contractor's Key Personnel NOT USED

3.2 Monthly Progress Reports NOT USED

3.3 Mock-ups NOT USED

3.4 Design Services NOT USED

3.5 BIM / VD&C NOT USED

3.6 Permits and Fees

- 3.6.1 Contractor will be reimbursed for the permits and fees charged by other public agencies and utilities, under the Bid Item "Owner Allowance for Permits and Fees". Reimbursement will be made in accordance with the Contract Documents, based on actual paid receipts issued by the public agency or utility. Contractor shall include a copy of any such receipts with its payment application.

3.6.1.1 Contractor shall obtain and pay for a City of San Diego ("City") Building Permit and call for all required inspections.

3.6.1.2 Contractor shall obtain and pay for a City Electrical Permit and call for all required inspections.

- 3.6.2 Contractor shall obtain all other permits incidental to the Work, or made necessary by its operation, including but not limited to those permits required for night work, overload, blasting, demolition, and equipment, and shall pay all fees and costs incurred for and by the permit requirements.
- 3.6.3 Drawings have been plan checked for issuance of the permit(s) and connections. No major change is expected prior to issuance of the permit(s).
- 3.6.4 The City of San Diego Plan File Number(s) for this Project is **PRJ-1141700**.
- 3.6.5 The Airport Authority will provide the Contractor with the corrected plan checked Drawings, including the original City checked set if applicable, for the Contractor to obtain the required permit(s).
- 3.6.6 Utility Fees **NOT USED**

3.7 Contractor Field Office, Equipment Storage, and Stockpile Areas

- 3.7.1 Contractor Equipment Storage and Stockpile Areas are outlined in Exhibit E – PARKING AND LAYDOWN AREAS in these Special Conditions.
- 3.7.2 Contractor shall provide its own security for its equipment and materials at its own expense. Subject to approval of the Airport Authority as to location

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and type of fencing, Contractor may erect a fence around the equipment and stockpile area; however, Contractor shall repair or restore all surfaces, including pavement and planted areas, to the same condition as existed before the Contractor entered the area, unless otherwise required by the Contract Documents.

3.8 Contractor's Employee Parking

- 3.8.1 Parking for Contractor's personnel and the location of the Contractor's Employee field office is available as indicated in Exhibit E – PARKING AND LAYDOWN AREAS.
- 3.8.2 Contractor shall be provided with temporary vehicle hang tags to be displayed when parked at the lot. Cars without hang tags are subject to citation or impound.
- 3.8.3 The use of vehicle hang tags may be restricted so that they are only valid during Contractor's working hours.
- 3.8.4 The Authority reserves the right, in its sole discretion, to revise the location of the parking area(s) assigned to Contractor's personnel.

3.9 Sanitary Facilities for Contractor Personnel

- 3.9.1 Contractor shall provide portable sanitary facilities for its personnel.

3.10 Mitigation Monitoring and Reporting Program NOT USED

3.11 Universal Waste and Electronic Waste NOT USED

3.12 Construction and Demolition (C&D) Waste Management NOT USED

3.13 Energy Generation and Storage Systems NOT USED

3.14 Contractor Vehicles and Equipment NOT USED

3.15 Soil Management

- 3.15.1 The Airport Authority has prepared an Excavated Soil Management Plan, posted at the following web address: <http://www.san.org>, that sets forth the general requirements for soil disposal under this Contract. The Excavated Soil Management Plan is incorporated into this Contract by this reference. The Excavated Soil Management Plan is not all-inclusive.

3.16 Commissioning Plan NOT USED

3.17 Removal of Existing Parking NOT USED

3.18 Computerized Maintenance Management System (CMMS)

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- 3.18.1 Contractor acknowledges that the Authority will be implementing a web-based Computerized Maintenance Management System ("CMMS"). Prior to implementation of the system, the Airport Authority will provide thirty (30) Days' advance written notice and initial training on its use.
- 3.18.2 Once the CMMS is operational the Contractor shall, as directed by the Authority, add and/or update asset information in GIS format. The required information will include, but not be limited to, spatial information, asset ID, manufacturer, model, serial number, installation date, and warranty expiration date.

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4. CONTROL OF WORK

4.1 Contractor Quality Control Program ("CQCP") NOT USED

4.2 Stormwater Management

4.2.1 General Requirements for Projects That Do Not Require a Storm Water Pollution Prevention Plan ("SWPPP").

4.2.1.1 Federal, state, and local regulations prohibit degradation of water quality and require prevention or control of discharges from construction sites and construction activities for all Authority projects.

- a) Construction Activities are subject to San Diego Regional Water Quality Control Board Order No. R9-2013-0001, NPDES Permit No. CAS0109266, NPDES Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region (Municipal Permit), as adopted, amended, and/or modified. This permit applies to construction and maintenance activities that may generate pollutants that have the potential to impact the storm water drainage system if not properly controlled. The Contractor shall comply with the Municipal Permit and Authority direction related to permitted activities.
- b) The Contractor shall implement appropriate Best Management Practices ("BMPs") to prevent and/or control potential discharges and to protect the storm water conveyance system from any and all activities with the potential to release materials directly or indirectly into the storm water conveyance system.
 - i. The BMPs shall include effective material and waste management controls. No solid and/or liquid materials and/or waste shall be discharged to the storm drain system. The Contractor shall prevent the release of any and all materials/waste, including but not limited to, project materials, solid waste, soil, silt, sediment, debris, petroleum, and wash waters, to the storm water conveyance system.
 - ii. Any materials or waste being stored that could release pollutants due to wind or water runoff shall be protected by overhead cover, secondary containment, tarpaulins, or other appropriate methods.
 - iii. Any fuel products, lubricating fluids, grease, or other products and/or waste released from the Contractor's vehicles or equipment shall be collected and disposed of immediately, in accordance with State, Federal, and local laws.

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- iv. If a selected BMP fails, it shall be repaired and modified, if necessary, or replaced with an acceptable alternate as soon as it is safe to do so. The Airport Authority's Representative has the authority to direct the Contractor to provide immediate permanent or temporary BMPs to minimize pollutant transport. The Airport Authority's Representative has the authority to require BMPs to be installed or maintained by the Contractor at any time and to stop or delay work that could result in pollutant transport, until such time as the Contractor provides adequate BMP protection.
- v. The BMPs shall meet the minimum requirements of the Authority Storm Water Management Plan. A copy of the Authority Storm Water Management Plan is accessible at www.san.org under the heading of Environmental Protection.
- c) Guidance for use and details of BMPs are available in the California Stormwater Quality Association (CASQA) Stormwater Best Management Practices Handbooks, Construction Handbook (<https://www.casqa.org/resources/bmp-handbooks>) and in the CALTRANS Storm Water and Pollution Control Information, Construction Site Best Management Practices (BMPs) Manual (<https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>) and related Construction Site BMP Factsheets (<https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/construction-site-bmp-fact-sheets>).
- d) All unauthorized discharges must be reported immediately to the Airport Authority's Representative, who will notify the Planning, Noise, & Environment Department, in order to address any regulatory permit requirements regarding spill notifications.
- e) Pavement installation and/or sealing operations shall not be performed during rain events or during any period for which the National Weather Service is forecasting a fifty percent (50%) chance of precipitation at the Project Site as reported at <https://forecast.weather.gov/MapClick.php?lat=32.737616843309304&lon=-117.19459533691406#.XhTZXTaWyUI>. These restrictions do not apply to pavement grinding or removal operations.
- f) The Contractor shall protect storm drain inlets and manholes during paving operations, including but not limited to the application of seal coat, tack coat, slurry seal or fog seal. Storm drain inlets, including slit trenches, within ten (10) yards of the work area must be covered with spill pads and/or mats or otherwise protected to prevent discharges of solid and liquid materials and waste to the storm drain system. Storm drain inlet protection devices shall be regularly inspected for proper

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installation by those persons performing the work. All protection devices will be removed when no longer needed.

- g) During rain events, stockpiles of "cold mix" asphalt (premixed aggregate and asphalt binders) shall be completely covered.
- h) During rain events, stockpiles of soil and/or debris and/or rubble and/or base materials shall be covered or protected with a temporary perimeter sediment barrier.
- i) Waste and debris generated by pavement cutting activities shall be collected/vacuumed immediately, disposed of properly, and prevented from entering the storm drain system.
- j) The Project Site shall be kept clean at all times. Dry cleanup methods (e.g., vacuuming, sweeping, dry rags) shall be used when and where possible. Use of water shall be kept to the minimum necessary to perform the tasks. All water hoses will be equipped with positive shutoff type nozzles.
- k) All products and/or by-products of asphalt release agents (such as citrus, soy-based or diesel) used for cleaning and coating of equipment shall be captured and reused, recycled and/or disposed of properly. Asphalt release agents shall not be discharged to the storm drain system.
- l) Pavers and other paving equipment shall be cleaned over absorbent pads, drip pans, plastic sheeting, or other material to collect residual cleaning wastes. Contractor shall remove and dispose of collection materials properly.
- m) Water used for cleaning and washing shall be collected and disposed of properly.
- n) All products used to clean surfaces shall be approved for use by the Authority Planning, Noise & Environment Department prior to application.
- o) All waste shall be disposed of properly. The site shall be policed for litter each Day and all litter shall be disposed of properly.
- p) Equipment shall be maintained in good working conditions to minimize leaks and drips.
- q) All containers used to hold fluids shall be kept in leak-proof condition.
- r) Spill cleanup materials shall be readily available at the work area.

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- s) All spills shall be cleaned up immediately, provided it is safe to do so.
- t) The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section, including but not limited to, compliance with the applicable provisions of the Permit and Federal, State, and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the Authority or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

4.3 California Least Tern Construction Measures

4.3.1 General.

- 4.3.1.1 This Project includes Work that will occur within **eight hundred (800) feet** of the San Diego International Airport ("Airport") California Least Tern ("Tern") nesting areas. Therefore, all provisions of this Article shall be followed.

4.3.2 Meetings.

4.3.2.1 Least Tern Education Meeting.

- a) Prior to any field activities, a Least Tern education meeting will be held to make all Contractor and Subcontractor personnel that will be working within twelve hundred (1,200) feet of any Tern nesting area during the Tern nesting season, including all construction staff, aware of the Tern nesting issue and the specific conditions of construction.
- b) The US Fish and Wildlife Service ("USFWS") will be notified of the date and time of the Least Tern education meeting so that they may attend, if needed or desired.

4.3.2.2 Least Tern Status Meetings.

- a) Least Tern Status Meetings will be regularly held to remind all Contractor personnel of the measures required to protect the Tern as well as any modifications that have been made to previously identified measures to ensure their effectiveness.
- b) The USFWS will be notified of the date and time of the Least Tern status meetings so that they may attend, if needed or desired.

4.3.3 Submittals. **NOT USED**

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4.3.4 Organization. **NOT USED**

4.3.5 Program Description.

4.3.5.1 The following measures shall be included in all construction subcontracts to avoid potential indirect impacts during construction from increased lighting, noise, use of hazardous materials, and activities that may increase perching for predatory species:

- a) Construction activities within eight hundred (800) feet:
 - i. All Project construction within eight hundred (800) feet of any Tern nesting area shall occur from September 16 to March 31, to avoid the Tern nesting season.
 - ii. This restriction does not necessarily apply to Work conducted within an enclosed space or other sheltered locations where construction activities, lighting, and noise are not detectable by the Terns.
 - iii. Such Work requires advance coordination with the Airport Authority's Representative and approval from the FAA and USFWS and will always be closely monitored by a Tern Biologist. There is no guarantee that such approval will be granted.
 - iv. All provisions of paragraph (b) below also apply to any work allowed within eight hundred (800) feet during the Tern nesting season.
- b) Construction activities between eight hundred (800) feet and twelve hundred (1,200) feet:
 - i. The Authority will employ a Tern biologist, who will monitor the Terns during construction occurring between eight hundred (800) feet and twelve hundred (1,200) feet of any tern nesting area during the Tern nesting season (approximately April 1- September 15) and will immediately notify the Airport Authority of any construction activity that may lead to, or likely result in, the disruption of the Tern, its young, or its eggs.
 - ii. If the Tern biologist determines that adverse effects to the Tern have occurred, the Airport Authority will be notified and all Project construction activities will cease immediately, except those activities necessary to make the Airport safe and operational.
 - iii. The Tern biologist, in coordination with the Airport Authority, will contact the FAA and USFWS immediately after stopping

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construction. Construction will not resume until approved by the FAA and USFWS.

- iv. The Tern biologist will submit daily field reports to the FAA and USFWS on the status of the nesting activity, any construction-related incidents that disrupted Tern nesting, and any action taken by the Airport Authority to avoid further incidents, within twenty-four (24) hours of each monitoring date.
- v. The Tern biologist will also submit a final summary report of monitoring to the FAA and USFWS by October 1.

4.3.5.2 Delays and extra costs caused by work stoppages related to the Contractor's failure to comply with the requirements of this Article and related direction provided by the Airport Authority shall not be used as a basis for claims or changes in Contract Time or Contract Price.

4.3.5.3 Contractor and Subcontractor personnel shall properly dispose of all trash and shall not feed potential Tern predators in the area.

- a) The Contractor is required to provide trash dumpsters or other covered trash receptacles for use by construction personnel.
- b) All food items or containers that previously held food items obtained/handled/controlled by construction personnel will be immediately disposed of in these dumpsters or containers, so as not to attract avian or mammalian predators of the Terns.

4.3.5.4 Construction personnel will not be permitted to feed cats, gulls, pigeons, ravens, or any other wildlife, as this may result in an increase in the numbers of these potential predators in the vicinity of Tern chicks and eggs.

4.3.5.5 Crane booms or similar equipment that have heights of twenty-five (25) feet or greater located between eight hundred (800) feet to twelve hundred (1,200) feet of any Tern nesting area during the Tern nesting season shall be lowered at the close of each working day, if possible.

4.3.5.6 Nighttime construction occurring between eight hundred (800) feet to twelve hundred (1,200) feet of any Tern nesting area during the Tern nesting season will be limited to those activities that are necessary to maintain airfield operations during normal operational times. Should such nighttime construction be required, the Tern biologist will be onsite and perform the duties specified above.

4.3.5.7 Night lighting for Project construction occurring between eight hundred (800) feet to twelve hundred (1,200) feet of any Tern

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nesting area shall be kept to a minimum during the Tern nesting season and shall not be used unless active construction or other essential work is occurring. Should such nighttime construction or other essential Work be conducted, all lighting associated with the Work shall be shielded from or directed away from the Tern nesting areas.

4.4 Lead Paint / Coatings NOT USED

4.5 Notification Regarding Environmental Conditions

- 4.5.1 Certain Environmental Conditions (a) may exist at, under, on, around or near (i) the Project Site and (ii) property which is contiguous, upgradient or otherwise in the vicinity of the Project Site ("the Surrounding Property") and (b) may be encountered during activity undertaken pursuant to Work, as defined in the Specifications.
- 4.5.2 For purposes of this Notification, the term "Environmental Conditions" means (a) any environmental conditions, circumstances or other matters of fact, pertaining to, relating to or otherwise affecting the environment, including without limitation any natural resources (including, without limitation, flora and fauna), soil, surface water, groundwater, any present or potential drinking water supply, subsurface strata or the ambient air, and relating to or arising out of the presence, use, handling, storage, treatment, recycling, generation, transportation, release, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, emitting, leaching, disposal (including, without limitation, the abandonment or discarding of barrels, containers and other closed receptacles and fill materials containing any hazardous materials), dumping or threatened release of hazardous material and (b) the exposure of any persons (including, without limitation, owners, lessees, licensees, permittees, invitees or other occupants or users of the Project Site and/or the Surrounding Property) to hazardous materials, or the exposure of other natural persons within or outside the boundaries of the Work Site and/or the Surrounding Property to hazardous materials related to or otherwise arising from operations, acts, omissions or other conduct at the Work Site and/or the Surrounding Property (as the case may be) (the "Environmental Conditions"). For purposes of this Notification, the term "Hazardous Materials" means any pollutant, contaminant, hazardous material, hazardous waste, toxic substance and any other material, waste or substance that may present a hazard or threat to human health or safety or the environment or that is defined, listed, identified or regulated under any federal, state or local statute, law, rule, regulation or order pertaining to protection of human health or safety or the environment, including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, polychlorinated biphenyls and radioactive or infectious materials or wastes.

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- 4.5.3 The Authority has not undertaken to conduct, and the Authority's files do not represent, a comprehensive analysis of Environmental Conditions at, under, on, around or near the Work Site and/or the Surrounding Property.
- 4.5.4 The Authority's knowledge and files regarding Environmental Conditions at, under, on, around or near the Work Site and/or the Surrounding Property are not complete. The Authority has made available information relating to such Environmental Conditions, including, without limitation the Environmental Impact Report, Remedial Action Plan, Remedial Investigation/Feasibility Study, other environmental reports and studies, and other relevant reports(collectively, the "Readily Available Information") to ascertain to the fullest extent possible the nature and existence of Environmental Conditions at, under, on, around or near the Work Site and/or the Surrounding Property. Contractor is responsible for ascertaining any information contained in the Readily Available Information and will be presumed to have knowledge of all such information.
- 4.5.5 The Authority makes no representation or warranty, express or implied, regarding (a) the presence, extent, impact or consequences, whether foreseeable or unforeseeable, of any Environmental Conditions at, under, on, around or near the Work Site and/or the Surrounding Property, (b) the suitability of the Work Site in any respect for any purpose intended by Contractor; or (c) the completeness or accuracy of Readily Available Information or any documents or information contained therein.

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5. SUBCONTRACTORS NOT USED

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6. SAFETY

6.1 Site Safety Manager

- 6.1.1 A full-time Site Safety Manager, whose only duty is safety, **is** required for this Project.

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7. AIRPORT SECURITY AND OPERATIONS

7.1 Chief of Security

A Chief of Security **is not** required for this Project.

7.2 Security Badges

Airport security identification badges **are** required for this Project. The Contractor will be the Authorizing Agent for all Contractor and Subcontractor badging.

7.3 Driving in the Air Operations Area

Driving in the Air Operations Area **is** required for this Project

7.4 Nondisclosure Agreements

The Contractor and all Subcontractors may be required to enter into the Airport Authority's nondisclosure agreement to maintain the confidentiality of all information provided for this Project by the Airport Authority.

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8. INSURANCE AND BONDS

8.1 Owner Controlled Insurance Program ("OCIP") NOT USED

8.2 Owner Procured Builder's Risk Insurance NOT USED

8.3 Contractor Provided Insurance

The Contractor shall maintain in full force and effect each of the following types of insurance, and shall provide satisfactory proof, by certificate or otherwise, as may be required by the Airport Authority in its sole discretion. This insurance shall protect the Airport Authority against claims arising out of or resulting from acts or omissions of the Contractor and all Subcontractors at any tier, of anyone directly or indirectly employed by the Contractor and all Subcontractors, and of anyone for whose acts or omissions the Contractor and all Subcontractors may be liable provided such claims arise out of off-site activities. Contractor shall submit evidence of all insurance required by the Airport Authority, as described in General Conditions Article 8 and this Article, before the Airport Authority will allow the Contractor and any Subcontractor at any tier access to the Project Site.

8.3.1 Contractor Provided Builder's Risk Insurance NOT USED

8.3.2 Contractor Provided Professional Liability Insurance NOT USED

8.3.3 Contractor Provided Contractor's Pollution Liability Insurance NOT USED

8.3.4 Contractor Provided Workers' Compensation and Employer's Liability Insurance for On and Off-site Activities.

8.3.4.1 The Contractor and each Subcontractor shall maintain adequate workers' compensation insurance in accordance with California Labor Code §3700 to secure the payment of compensation to its employees who may come within the protection of such workers' compensation laws of the State of California. This workers' compensation policy shall be endorsed to include a waiver of subrogation in favor of the Airport Authority.

8.3.4.2 The Contractor and each Subcontractor shall provide employers' liability insurance for the benefit of its employees with the following limits:

- a) One million dollars (\$1,000,000) bodily injury by accident for each accident;
- b) One million dollars (\$1,000,000) bodily injury by disease for each person; and
- c) One million dollars (\$1,000,000) bodily injury by disease-policy limit.

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8.3.5 Contractor Provided Commercial General Liability Insurance for Onsite Activities

8.3.5.1 The Contractor and each Subcontractor at any tier shall obtain commercial general liability insurance for on-site activities, written on an Occurrence Form, including Completed Operations and Contractual Liability coverage. This Occurrence Form shall protect the Contractor and each Subcontractor, respectively, against:

- a) Loss from liability imposed by law from damages on account of bodily injury, including death, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this Contract or any subcontract issued for this Project; and
- b) Loss from liability imposed by law for damage to any property, resulting directly or indirectly from the performance or execution of this Contract or any subcontract issued for this Project.

8.3.5.2 Commercial general liability insurance shall satisfy the following requirements covering bodily injury and property damage on an occurrence (not claims made) basis of at least:

- a) **Two Million dollars (\$2,000,000.00)** per occurrence and **Two Million dollars (\$2,000,000.00)** annual aggregate for the Contractor, and
- b) **Two Million dollars (\$2,000,000.00)** per occurrence and **Two Million dollars (\$2,000,000.00)** annual aggregate for each Subcontractor at any tier.

8.3.6 Contractor Provided Commercial General Liability Insurance for Offsite Activities.

8.3.6.1 The Contractor and each Subcontractor at any tier shall obtain commercial general liability insurance for off-site activities, written on an Occurrence Form, including Completed Operations and Contractual Liability coverage. This Occurrence Form shall protect the Contractor and each Subcontractor, respectively, against:

- a) Loss from liability imposed by law from damages on account of bodily injury, including death, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this Contract or any subcontract issued for this Project; and
- b) Loss from liability imposed by law for damage to any property, resulting directly or indirectly from the performance or execution of this Contract or any subcontract issued for this Project.

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8.3.6.2 Commercial general liability insurance shall satisfy the following requirements covering bodily injury and property damage on an occurrence (not claims made) basis of at least:

- a) **Two Million dollars (\$2,000,000.00)** per occurrence and annual aggregate for the Contractor, and
- b) **Two Million dollars (\$2,000,000.00)** per occurrence and annual aggregate for each Subcontractor at any tier.

8.3.7 Contractor Provided Business Auto Liability Insurance.

8.3.7.1 Contractor and each Subcontractor at any tier shall obtain Business Auto Liability insurance covering accidents arising out of the use and operation of all owned, non-owned, and hired automobiles and trucks.

- a) Business Auto Liability insurance covering owned, non-owned, and hired autos and trucks, shall satisfy the following requirements covering bodily injury, and property damage on an occurrence basis of at least:
 - i. One million dollars (\$1,000,000) per accident, for the Contractor; and
 - ii. One million dollars (\$1,000,000) per accident, for each Subcontractor at any tier.

8.3.8 Contractor Provided Airside Automobile Insurance

8.3.8.1 The Contractor and each Subcontractor at any tier shall maintain Business Auto Liability in full force and effect, if the Contractor or Subcontractor drives any vehicle in the Air Operations Area.

8.3.8.2 Insurance must cover owned, non-owned and hired autos and trucks, bodily injury, and property damage on an occurrence basis, with a limit of at least ten million dollars (\$10,000,000) per accident.

8.3.8.3 No airside automobile access will be allowed until such insurance coverage is in place.

8.3.8.4 The above ten million dollars (\$10,000,000) requirement can be satisfied by utilizing the Authority's AOA Excess Auto Liability insurance. The Contractor and each Subcontractor seeking this coverage must provide evidence of Business Auto Liability insurance in the amount of at least one million dollars (\$1,000,000) and the Authority will provide up to nine million dollars (\$9,000,000) in AOA Excess Auto Liability at no cost to the Contractor and/or Subcontractor.

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9. CHANGES IN THE WORK NOT USED

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10. TIME

10.1 Liquidated Damages

10.1.1 The Contractor understands and agrees that if it fails to complete the Work, or specified portions thereof, within the Contract Time, the Airport Authority will sustain damages that are difficult to quantify and specify as of the date of execution of this Contract. The Contractor therefore agrees to pay the amounts specified below, not as a penalty but as liquidated damages to compensate the Airport Authority for the damages it would sustain as a result of a delay in completion of the Work. Each type of liquidated damages specified below will be assessed on a cumulative basis.

10.1.1.1 Substantial Completion. The Airport Authority will assess liquidated damages in the amount of Seven-hundred fifty dollars (\$750.00) per Day for the Contractor's failure to achieve Substantial Completion within one-hundred eighty (180) Days after the date specified in the Notice to Proceed.

10.1.1.2 Final Acceptance and Completion. The Airport Authority will assess liquidated damages in the amount of Seven hundred fifty dollars (\$750.00) per Day for the Contractor's failure to achieve Final Acceptance and Completion within written two hundred forty (240) Days after the date specified in the Notice to Proceed

10.2 Schedule NOT USED

10.3 Order of Work NOT USED

SPECIAL CONDITIONS

11. COST OF THE WORK

11.1 Reimbursable Costs

11.1.1 In addition to the requirements of the General Conditions, Reimbursable Costs may include, if fair, reasonable, and actual costs:

11.1.1.1 The cost of licensed Architects, Engineers, and other Design Professionals to perform the design services required by the Work as approved by the Airport Authority.

11.1.1.2 The cost of other professional services such as third-party inspections, scheduling, and estimating required by the Work as approved by the Airport Authority.

11.2 Owner Allowances

11.2.1 Owner Allowances are listed in the Bid Schedule.

11.2.2 During the prosecution of the Work, the Authority may, in its sole discretion, reallocate allowance amounts between identified Owner Allowances.

11.2.3 Reimbursement to the Contractor for Owner Allowances shall be subject to the following:

11.2.3.1 Contractor shall not commence any work paid by an Owner Allowance unless and until the Authority issues advance written authorization.

11.2.3.2 Use of Owner Allowance funds shall be limited to the aggregate Owner Allowance fund amount and to the scope of the specific Owner Allowance unless otherwise agreed to in writing by the Authority.

11.2.3.3 Owner Allowance funds may only be utilized to pay Reimbursable Costs that have been properly substantiated pursuant to the requirements of the Contract Documents.

11.2.3.4 No additional reimbursement shall be made for Contractor mark-ups on the following Owner Allowances:

11.2.3.5 Allowance for Reimbursement of Permits and Fees Owner Allowance Mark-ups for Other Reimbursable Costs. For Reimbursable Costs associated with Owner Allowances not listed in Article 11.2.3.4, above, the Contractor will be entitled to mark-ups as follows:

- a) For Work Self-Performed by the Contractor, the allowable mark-up shall not exceed fifteen percent (15%) of the Contractor's Reimbursable Costs.

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- b) For Work performed by Subcontractors, the Contractor shall not mark up the Subcontractors' Reimbursable Costs.
- c) For Work Self-Performed by Subcontractors, the allowable mark-up shall not exceed fifteen percent (15%) of the Subcontractor's Reimbursable Costs.
- d) For Work not Self-Performed by Subcontractors, the Subcontractor's allowable mark-up shall not exceed five percent (5%) of the total cost of the work of their tier Subcontractors.
- e) Self-Performed Work includes all labor, materials, and equipment integral to the completion of the Work performed by the Contractor or a Subcontractor's own employees, rather than by employees of another contractor, subcontractor, or any third party, subject to the interpretation and sole discretion of the Airport Authority.
- f) In no case shall the total mark-up exceed twenty-five percent (25%) of the Reimbursable Costs as described herein, regardless of the number of subcontract tiers.
- g) For deleted Work, the Contractor shall increase the amount of the credit by the mark-ups described above.
- h) For deleted Work, the Contractor or Subcontractor shall not be allowed a mark-up to administer the credit.
- i) For the proportionate cost of insurance premiums applicable to the extra work involved and required by the Contract. Mark-up shall not include any premiums for any insurance provided by OCIP.

11.3 Liquidated Damages for Authority-Caused Delay

- 11.3.1 In compliance with the provisions of California Public Contract Code §7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the Authority, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of additional work.

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12. PAYMENTS NOT USED

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13. COMPLETION AND ACCEPTANCE NOT USED

14. PARTNERING AND DISPUTE RESOLUTION NOT USED

15. TERMINATION OR SUSPENSION OF THE CONTRACT NOT USED

16. MISCELLANEOUS PROVISIONS

16.1 Qualifications Submittals

Before Contract award, if requested in writing by the Authority, the lowest Responsible Bidder shall submit sufficient documentary evidence, as determined in the sole discretion of the Authority, that it and/or its Subcontractors meet or exceed the minimum qualifications set forth in the Contract Documents, including but not limited to the following:

- **Specifications Section 01 91 13, Subsection 1.5.N**
 - **General Commissioning Requirements: Contractors Commissioning Coordinator (Cx) Qualifications:** Qualified for the Cx include relevant process management experience and excellent abilities to schedule, coordinate, and manage subcontractors for technical based scopes.
- **Specifications Section 01 91 14, Subsection 1.5.A, 3.1**
 - **Building Envelope Commissioning Requirements: Testing Agency Qualifications:** Qualified according to ASTM E699 for testing indicated.
 - **Participation in Commissioning: Qualifications** of technicians include expert knowledge relative to the specific systems involved, adequate documentation and an attitude/willingness to work with the CxA to get the job done.
- **Specifications Section 02 41 19 Subsection 1.6.A**
 - **Selective Demolition; Demolition Firm Qualifications:** An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- **Specifications Section 03 30 00, Subsection 1.6**
 - **Cast in Place Concrete: Manufacturer Qualifications:** A firm experienced in manufacturing ready-mixed concrete

SPECIAL CONDITIONS

products and that complies with ASTM C 94 requirements for production facilities and equipment.

- Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

- **Specifications Section 07 92 00, Subsection 1.4.A, 1.4.C.1, 1.4.C.2**

- **Joint Sealants; Installer Qualifications:** Manufacturer's authorized representative who is trained and approved for installation of units required for this Project
- Product Testing: Test joint sealants using a qualified testing agency.
 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

- **Specifications Section 26 05 00.20, Subsection 1.4.A. 1.5.A**

- **Electrical Equipment Testing; Testing Agency Qualifications:** Submit certification of testing agency qualifications
- Electrical Equipment Testing; Quality Assurance Testing:
 - Qualifications of Testing Agency: NETA STD ATS.
 - Test Instrument Calibration: NETA STD ATS.
 - Inspection and Test Procedures: NETA STD ATS.

- **Specifications Section 26 05 19 Subsection 1.5.A, 1.5.B**

- **Low Voltage Electrical Power Conductors and Cables;**
 - **Quality Assurance:**
 - Comply with requirements of NFPA 70.
 - **Manufacturer Qualifications:**
 - Company specializing in manufacturing the

SPECIAL CONDITIONS

products specified in this section with minimum three years documented experience.

- **Specifications Section 26 05 26, Subsection 1.5.A, 1.5.B**
 - **Grounding and Bonding for Electrical Systems;**
 - **Quality Assurance:**
 - Comply with requirements of NFPA 70.
 - **Manufacturer Qualifications:**
 - Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- **Specifications Section 26 28 16.16, Subsection 1.5.A, 1.5.B**
 - **Enclosed Switches Qualifications:**
 - **Quality Assurance:**
 - Comply with requirements of NFPA 70.
 - **Manufacturer Qualifications:**
 - Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

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17. FEDERAL REGULATIONS NOT USED

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EXHIBIT A

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the San Diego County Regional Airport Authority (hereinafter referred to as the "Authority") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for the _____ (hereinafter referred to as the "Work").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Work dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of

_____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the Work by the Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

SPECIAL CONDITIONS

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the Authority in enforcing such obligation.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

1. Take over and complete the Work in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Work in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority for the Work under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents; or
3. Permit the Authority to complete the Work in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Work, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents. Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor; or
4. After investigation, determine a mutually agreeable amount for which it may be liable to the Authority for actual damages suffered and, as soon as practicable after the amount is determined, make payment to the Authority.

Surety shall not utilize Contractor in completing the Work nor shall Surety accept a bid from Contractor for completion of the Work if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Work.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work and the provisions of Section 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

SPECIAL CONDITIONS

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL:

Name

By: _____
(Signature of Contractor)

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Name and Address of Agent or Representative for
service of process in California, if different from above:

Telephone number of Surety and Agent of
Representative for service of process in California

(NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.)

SPECIAL CONDITIONS

ALL-PURPOSE ACKNOWLEDGMENT OF NOTARY FOR CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On this ____ day of _____, 20____, before me, _____

Date

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared _____

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

SPECIAL CONDITIONS

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner(s)

- ☐ Limited
- ☐ General

- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name of Person(s) or Entities

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signers(s) Other Than Named Above

SPECIAL CONDITIONS

EXHIBIT B

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the San Diego County Regional Airport Authority (hereinafter designated as the "Authority"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:
_____ (the "Work"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any

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SPECIAL CONDITIONS

change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Section 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate seal of Principal, if corporation)

Principal (Proper Name of Contractor)

By: _____
(Signature of Contractor)

(Seal of Surety)

Surety

By: _____
(Attorney-In-Fact)

(NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.)

SPECIAL CONDITIONS

ALL-PURPOSE NOTARY ACKNOWLEDGMENT FOR CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____, 20____, before me, _____

Date

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared _____

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

SPECIAL CONDITIONS

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner(s)

- ☐ Limited
- ☐ General

- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name of Person(s) or Entities

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signers(s) Other Than Named Above

SPECIAL CONDITIONS

EXHIBIT C

FINAL RELEASE OF CLAIMS

The San Diego County Regional Airport Authority, a local governmental entity of regional government (the "Authority"), and _____, as contractor (the "Contractor"), previously executed and delivered a Contract, dated as of _____ (the "Contract"), pursuant to which the Contractor agreed to perform all work required by _____, as more particularly described therein. The Contract is on file in the office of the Clerk of the Authority, as Document No. _____.

Pursuant to General Conditions Article 12.2.19, five percent (5%) of the total price to be paid to the Contractor under the Contract shall not become due and payable until Contractor executes a Release of Claims, and thereafter final payment shall be made, at such time and in such manner as may be provided by law, of any balance due, including the percentage withheld, as above stated, or such portion thereof as may be due the Contractor. The Authority and the Contractor agree that the amount withheld under the Contract is the sum of _____ Dollars (\$_____).

In consideration of the payment by the Authority to the Contractor of the sum of _____ Dollars (\$_____), which is paid to and accepted by the Contractor as payment in full of all sums that may be due and owing under the Contract, and in further consideration of the sums previously paid to Contractor for work performed pursuant to the Contract, the Contractor, its officers, directors, owners, agents, representatives, successors, partners, assigns, and anyone claiming by, through or under them, under the Contract, hereby release and forever discharge the Authority and all of its officers, directors, employees, agents and representatives, from and against any loss, damage, expense, attorneys' fees, cost, claim, demand or liability, whether present or future, known or unknown, contemplated or not, now existing or hereafter directly or indirectly arising under, relating to or by virtue of the Contract or work performed pursuant to the Contract.

Contractor further waives any and all rights which it may have under the provisions of section 1542 of the California Civil Code, which section provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

SPECIAL CONDITIONS

EXHIBIT D

BID SCHEDULE.

THE BID SCHEDULE IS POSTED AS A SEPARATE EXCEL DOCUMENT IN PLANETBIDS AND IS INCORPORATED INTO THIS CONTRACT BY THIS REFERENCE.

PLEASE REFER TO THE BID SUBMISSION INSTRUCTIONS IN THE REQUEST FOR BIDS.

EXHIBIT E

PARKING AND LAYDOWN AREA

