

**2018 STRIPING PROJECT**

**AT**

**SANTA MARIA PUBLIC AIRPORT  
SANTA MARIA, CALIFORNIA**

**2018 STRIPING PROJECT  
AT  
SANTA MARIA PUBLIC AIRPORT**

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SANTA MARIA PUBLIC AIRPORT DISTRICT  
BOARD OF DIRECTORS

Hugh Rafferty. .... President  
Chuck Adams ..... Vice President  
Carl Engel, Jr. .... Secretary  
Steve Brown. .... Vice Secretary  
Dave Baskett ..... Director  
  
General Manager..... Chris Hastert  
District Counsel ..... Josh George

District Offices:

Santa Maria Public Airport  
3217 Terminal Drive  
Santa Maria, CA 93455

Telephone:  
(805) 922-1726

Plans and Specifications  
Prepared by:

Santa Maria Public Airport  
District Staff  
3217 Terminal Drive  
Santa Maria, CA 93455  
(805) 922-1726  
FAX: (805) 922-0677

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SANTA MARIA PUBLIC AIRPORT DISTRICT  
3217 Terminal Drive  
Santa Maria, CA 93455

NOTICE INVITING BIDS

2018 STRIPING PROJECT  
at the  
Santa Maria Public Airport

A-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by the Santa Maria Public Airport District for furnishing all plant, labor, services, materials, tools, items, and facilities necessary therefore, as provided in the contract documents, for a project entitled "2018 Striping Project" in strict accordance with the contract documents and plans and specifications on file at the office of the General Manager of the District, 3217 Terminal Drive, Santa Maria, California 93455.

A-2 DATE OF OPENING BIDS - Bids will be received at the office of the General Manager of the District until **2:00 P.M. February 7, 2018**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "2018 Striping Project". Bids shall be made on forms furnished by the District.

A-3 DESCRIPTION OF THE WORK/TYPE OF LICENSE - The work comprises the furnishing of all labor, equipment and materials for the Striping project at the Santa Maria Public Airport. The type of contractor's license required is **C 32**.

A-4 AWARD OF CONTRACT - The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids, and/or to waive any informalities or irregularities in any bid which it may deem necessary in the best interests of the Santa Maria Public Airport District.

A-5 **PRE-BID JOB WALK** is scheduled for **10:00 A.M., Wednesday January 17, 2018**. Meet at the Airport District office. Contractors interested in this project are encouraged to attend this meeting, as access to the work site is restricted. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site, shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.

**A-6 SITE CONDITIONS** - Each bidder shall carefully examine the drawings, read the specifications and other contract documents, and shall visit the site of the proposed work to become fully informed as to all existing conditions and limitations that may affect the execution of the work under the contract, and the bidder shall include in the prices bid, the cost of all incidentals and appurtenances. Arrangements for a pre-bid site inspection can be made by calling the District office at (805) 922-1726 and asking for Ric Tokoph, Manager of Operations and Maintenance. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.

**A-7 SUBSTITUTION OF ELIGIBLE SECURITIES** - Substitution of eligible securities, hereinafter defined, for any moneys of the contractor withheld by the District to ensure performance under the contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term "eligible securities", as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of the contractor, eligible securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally-chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.

**A-8 CERTIFIED CHECK OR BONDS** - Each proposal must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the District, as a guarantee that the bidder will, if award is made to it in accordance with the terms of its proposal, promptly secure worker's compensation insurance and liability insurance, execute an agreement in the required form, and furnish satisfactory bonds for faithful performance of the contract and for payment of claims of material suppliers and laborers hereunder. Said check or bid bond shall be in an amount not less than ten percent (10%) of the amount of the bid. The faithful performance bond shall be not less than one hundred percent (100%) of the contract price, and the payment bond shall be not less than one hundred percent (100%) of the contract price. A faithful performance bond and a payment bond are only required for contracts in excess of \$25,000.

A-9 PREVAILING RATES OF WAGES - The minimum wages to be paid for labor shall be not less than the general prevailing per diem wage and rates for overtime and general holidays as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, which wage rates are available for inspection at the District office.

A-10 CONTRACT DOCUMENTS - The form of plans and specifications, including contract documents and bonds, are available at the office of the District. For overnight or express delivery of contract documents, make the appropriate arrangements with your selected courier/service. Payment must be in the form of a check or cashier's check, made payable to the Santa Maria Public Airport District. The contract award, if made, will be made within forty-five (45) calendar days after opening of the bids. No bidder may withdraw its bid within said period. Work shall commence within ten (10) working days after receiving written notice to proceed. The notice to proceed will be issued within ten (10) working days after the contractor awarded the contract has properly signed the contract documents and furnished the required bonds and insurance policies and certificates.

A-11 ADDRESS AND MARKING PROPOSAL - The envelope enclosing the proposal shall be sealed and addressed to the Santa Maria Public Airport District, Attention: Chris Hastert, General Manager, and delivered or mailed to 3217 Terminal Drive, Santa Maria, California 93455. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words: "2018 Striping Project" followed by the date and hour of the opening of bids. The certified or cashier's check, money order, or bid bond shall be enclosed in the same envelope with the proposal.

By order of the Santa Maria Public Airport District.

**Dated: December 27, 2017**  
SANTA MARIA PUBLIC AIRPORT DISTRICT

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By: Chris Hastert, General Manager

## INSTRUCTIONS TO BIDDERS

### 1. FORM OF BID AND SIGNATURE.

(a) The proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed.

(b) If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

2. INTERPRETATION. Bidders shall promptly notify the Santa Maria Public Airport District ("District") of any doubt as to the true meaning of any requirement of plans or technical specifications, or of any discrepancies in, or omissions from, the plans or technical specifications, or of any ambiguity, inconsistency or error in the bidding and contract documents or of the site and local conditions. Bidders requiring clarification or interpretation of the plans and specifications or of the bidding or contract documents shall submit to the District Manager, at the address given in the bid proposal, a written request for an interpretation or correction thereof. The written request must be received at least seven (7) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery.

Any interpretation, change or correction will be made by addendum. Interpretations, changes or corrections made in any other manner will not be binding, and bidders shall not rely upon such interpretations, changes or corrections. Interpretations or corrections will be made only by addenda to technical specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the District, to each prospective bidder. Questions concerning the contract form, bonding requirements, or similar documents shall be directed to the District Manager.



3. ADDENDA. Addenda will be mailed or delivered to all who are known by the District to have received a complete set of bidding documents. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than four (4) days prior to the date of bid opening, except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

4. PREPARATION OF THE PROPOSAL.

(a) Blank spaces in the proposal and bid sheet(s) shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the bidding sheet(s).

(b) A bidder may withdraw his proposal before the hour fixed for opening bids, without prejudice to himself, by submitting a written request to the District for its withdrawal, and his proposal will be returned to him unopened when reached in the procedure of opening bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the contract after award, as hereinafter provided.

(c) No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The District reserves the right to waive any informality in any proposal, to reject any or all proposals and to make award to the lowest responsible bidder as the interest of the District may require. Where bonds are required, the bidder shall name in his bid the surety or sureties which have agreed to furnish said bonds.

5. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

6. LIST OF SUBCONTRACTORS FILED WITH BID. In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Public Contract Code of the State of California, each bidder shall submit with his proposal the name and location of place of business of each proposed subcontractor who will perform work or labor or render service to the principal contractor in an amount in excess of one-half of one percent of the principal contractor's bid, and shall state the portions of the work which will be done by each such subcontractor.

7. BIDDERS INTERESTED IN MORE THAN ONE BID. No person, firm, or corporation shall make, file, or be interested in more than one proposal for the same work unless alternative bids are specifically requested. A person, firm, or corporation who has submitted a subproposal to a bidder, or has quoted prices of materials to a bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders.

8. LOWEST RESPONSIBLE BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance and experience and show that his organization, capital and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

9. BID BOND OR CHECK. Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached hereto, subject to the provisions of Article 12(c), hereof. Unless otherwise stated in the Agreement, said bid security or bidder's bond shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to the District as a guarantee that the bidder will, if any award is made to him in accordance with the terms of his proposal, promptly execute a contract in the required form, secure payment of workers' compensation, if required, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage.

10. LOCAL CONDITIONS.

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the bidding sheet(s). Information derived from maps, plans, specifications, profiles, or drawings, or from the District Manager shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the District. District makes no representations or warranties as to physical conditions on or about the location of the proposed work.

11. EXECUTION OF CONTRACT. A bidder to whom award is made shall execute a written contract with the District on the form of agreement attached hereto, secure the payment of workers' compensation, and furnish good and approved bonds as required in the following paragraph, all in accordance with the provisions hereof within ten (10) days (not including Sundays and holidays) or such additional time as may be allowed by the District Manager from the date of the mailing of a notice from the District to the bidder, to the address given by him, of the acceptance of his proposal. If a bidder to whom award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the District, the award will be annulled, and, at the discretion of the District, District may award the contract to the next lowest responsible bidder; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

## 12. BONDS.

(a) Except as otherwise provided in the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time mentioned in the preceding paragraph, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the contract. Said bond, hereinafter referred to as the "Faithful Performance Bond", shall be in the form approved by the District and in the amount stipulated in the agreement or, if no amount is therein specified, then in an amount not less than 100 percent (100%) of the total amount payable under the contract.

(b) Within the time mentioned in the preceding paragraph, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the District, in accordance with the provisions of Civil Code Sections 3225-3226, inclusive, and Sections 3247-3252, inclusive. Unless otherwise specified in the agreement, said Payment Bond shall be in a sum not less than 100 (100%) percent of the total amount payable by the terms of this contract, but not less than the sum prescribed by Section 3248 of the Civil Code, in any case.

(c) The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at his own cost and expense. The District reserves the right to reject any bond which is not in the form included in the contract documents or in another form substantially as prescribed by law.

13. INSURANCE POLICIES AND BONDS. Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

14. **LIABILITY INSURANCE.** Before the contract is executed on behalf of the District, a bidder to whom the contract has been awarded shall furnish to the District a policy or certificate of protective liability insurance in which the District shall be named as an additional insured with the bidder. The policy shall insure the District, its officers and its employees; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees;

while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the District. The policy shall provide for the limits stated in the agreement with the District.

15. **ASSIGNMENT OF CONTRACT.** No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority and the surety has had notice of such assignment in writing and has given his written consent thereto.

## BID PROPOSAL

2018 Striping Project  
at the  
Santa Maria Public Airport

TO: Board of Directors  
Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455

Ladies and Gentlemen:

The undersigned, as bidder, hereby declares that he has carefully examined the site of the herein proposed work, the notice inviting sealed bids, the proposed form of contract and all documents referred to therein as contract documents, including the specifications and special provisions, the bid security form for check or bond, and the forms of the performance bond and payment bond; that the only persons or parties interested in this proposal as principals are those named herein; and he proposes and agrees that if this proposal is accepted, that he will contract with the Santa Maria Public Airport District (hereinafter called "District") within ten (10) working days after acceptance of this bid proposal and notice thereof to the undersigned, in the form of the contract, to provide all necessary labor, machinery, equipment, tools, apparatus, and other means of construction, and to do, perform, and complete all the work specified in the contract documents, specifications, and special provisions in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, all within thirty (30) working days (Monday thru Friday) after receipt of notice to proceed, and that he will take in full payment therefor the amounts set forth in the following bid schedule, commencing on the next page:

**BID SCHEDULE**

**SANTA MARIA PUBLIC AIRPORT DISTRICT**

**2018 STRIPING PROJECT**

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
140,200	S.F.	MARKINGS/PREP AND PAINT		
4,800	S.F.	SURFACE PAINTED SIGNS/ PREP AND PAINT		
40,000	S.F.	RUBBER REMOVAL		
		TOTAL PROJECT		

**ADD ALTERNATE**

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
57,000	S.F.	EDGE MARKINGS/PREP AND PAINT		
60,000	S.F.	TAXIWAY MARKINGS/PREP AND PAINT		

- NIGHT WORK ON RUNWAY

LOWEST RESPONSIBLE BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance and experience and show that his organization, capital and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

All blank spaces in this Bid Proposal form must be fully and correctly filled in where indicated for each and every item. Bidder must state prices (written in ink, both in words and figures) for each item in the above Bid Schedule. In case of a discrepancy between the words and figures, the words (unless obviously incorrect) shall prevail. The undersigned bidder has checked carefully all words and figures on the above Bid Schedule and understands that the District will not be responsible for any errors or omissions on the part of the bidder in making up his bid.

ADDENDA: Addenda No.(s) \_\_\_\_\_ issued by the District amending, modifying, or supplementing the specifications, special provisions, or contract documents were taken into consideration in making this bid. The undersigned bidder has ascertained from District just prior to submitting this bid that he has received all addenda issued, if any.

INTERESTED PRINCIPALS: The names of all persons interested in the foregoing proposal as principals are as follows:

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If the bidder or other interested persons is a corporation, state legal name of corporation and state of incorporation, also names, titles, and business address of president and manager thereof; if partnership, state full firm name and name and post office address of each partner; if individual, state first, middle, and last name in full and post office address. (If space is insufficient, use reverse side.)

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BID SECURITY FORM: A ☐ cashier's check ☐ certified check ☐ bid bond properly made payable to Santa Maria Public Airport District, for the sum of

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the contract and, in case of failure to do so within the time provided, the ☐ proceeds of said check shall be forfeited to the District, ☐ surety's liability to the District for forfeiture of the face amount of the bond shall be considered as established.

ACCEPTANCE: It is understood and agreed that this bid may be accepted by the District at any time within forty-five (45) calendar days after the bid opening date.

SUBCONTRACTOR SCHEDULE: A completed and signed subcontractor schedule required by the California Subletting and Subcontracting Fair Practices Act is attached hereto and made a part hereof.

LICENSE: The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors.

Contractor's License No. \_\_\_\_\_ Type of License \_\_\_\_\_

Name of individual contractor: \_\_\_\_\_  
(print or type)

Signature of owner: \_\_\_\_\_

Business address: \_\_\_\_\_

or

Name of firm: \_\_\_\_\_

Business address: \_\_\_\_\_

Signature, title, and address of members signing on behalf of the partnership:

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

or

Name of corporation: \_\_\_\_\_

Business address: \_\_\_\_\_

Corporation organized under the laws of the State of: \_\_\_\_\_

Signature of president of corporation: \_\_\_\_\_

Signature of secretary of corporation: \_\_\_\_\_

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

In conformance with current statutory requirements of Section 1860, et seq. of the California Labor Code, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the Bid Schedule upon which award of contract is made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Type or print legal name: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

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

Authorized signature: \_\_\_\_\_

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

Address of bidder for notices: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

(Do not detach from bid)

**SUBCONTRACTOR SCHEDULE REQUIRED BY CALIFORNIA  
SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT  
(Public Contract Code Sections 4100-4113)**

(To be submitted with Bid Proposal)

The undersigned bidder certifies that he has used the bids of the following subcontractors in making up his bid and that the subcontractors listed will be used for the work on which they bid.

Item or Portion of Work to be Done by Subcontractor	Subcontractor's Name Under Which Licensed and Contractor's License Number	Location of Place of Business
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if above space is insufficient, use reverse side)

The foregoing is submitted by the bidder in accordance with the California Subletting and Subcontracting Fair Practices Act, and the bidder, if awarded the contract, agrees to fully and promptly comply with such Act. Bidder certifies and warrants that all subcontractors listed above are, and when performing their subcontracts will be, duly licensed by the State of California to perform the work or services to be done by the subcontractor.

Name of Bidder: \_\_\_\_\_

Authorized Signature By: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

## BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid:)

Accompanying this proposal is a \*Certified Cashier's check payable to the order of SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "Owner", for \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_), this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner, provided this proposal shall be accepted by the said Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of 45 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

\*Delete the inapplicable word

(Note: If the bidder desires to use a bond instead of check, the Bid Bond form on the following pages shall be executed--the sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as principal and \_\_\_\_\_ surety, are held and firmly bound unto SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "Owner", in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid to the said Owner, its successors, and assigns; for which payment, 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 the certain proposal of the above bounden \_\_\_\_\_ for construction \_\_\_\_\_ as specifically set forth in documents entitled \_\_\_\_\_ all in accordance with the specifications and drawings on file in the offices of \_\_\_\_\_ is not withdrawn within the period of forty-five (45) days after the date set for the opening of bids, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bound \_\_\_\_\_ his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(NOTE: The standard printed bond form of any bonding company acceptable to the owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the owner are not in any way reduced by use of the surety company's printed standard form.)

## NONCOLLUSION DECLARATION

I, \_\_\_\_\_, declare that I am of \_\_\_\_\_,  
(name)

the party making the foregoing bid, that the bid is not made in interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Signature: \_\_\_\_\_

Typed name: \_\_\_\_\_



## **AGREEMENT**

THIS AGREEMENT, made and entered into this 7th day of February, 2018 by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", and \_\_\_\_\_, a \_\_\_\_\_ Corporation, hereinafter referred to as "Contractor".

WHEREAS, District has accepted the Bid Proposal of Contractor for the work and services to be performed for a project identified as "2018 STRIPING PROJECT" at the Santa Maria Public Airport, Santa Maria, California (herein called the "Project").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. For and in consideration** of the payments and agreements hereinafter mentioned, Contractor agrees to complete the Project within fifteen (15) calendar days after receipt of notice to proceed, in a good, workmanlike manner, to the satisfaction of District, and in accordance with the terms, conditions, agreements and provisions of the Contract Documents, and to do all the work and furnish all the labor, materials, supplies, equipment, utility and transportation services, and other items necessary to complete the Project as aforesaid. Contractor agrees to receive and accept the prices set forth in the following schedule C-2 (herein called the "Contract Price") for full compensation for doing and completing all the work and furnishing all labor, materials, and other items contemplated and embraced in this Agreement, as well as for all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of work, to wit: (Schedule of prices referred to above commences on next page).

(a) **Contractor's License.** Contractor warrants that it is a general contractor licensed in California, **C 32**, to do the proposed work. Contractor's license number is \_\_\_\_\_.

**BID SCHEDULE**

**SANTA MARIA PUBLIC AIRPORT DISTRICT**

**2018 STRIPING PROJECT**

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
140,200	S.F.	*MARKINGS		
4,800	S.F.	*SURFACE PAINTED SIGNS		
40,000	S.F.	RUBBER REMOVAL		
		TOTAL PROJECT		

**ADD ALTERNATE**

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
57,000	S.F.	*EDGE MARKINGS		
60,000	S.F.	*TAXIWAY MARKINGS		

- NIGHT WORK ON RUNWAY 10PM-6AM -\*PREP SURFACE ACCORDING TO AC

**2. Contract Documents.** This Agreement and the following provisions or documents, each of which is annexed hereto or is on file at the office of the General Manager of the Santa Maria Public Airport District, are hereby incorporated herein and made a part hereof as though set forth in length herein:

- (a) This Agreement, including Special Provisions, if any, and plans and specifications.
- (b) Notice Inviting Sealed Bids, including Addenda No.(s) \_\_\_\_none\_\_\_\_.
- (c) Instructions to Bidders.
- (d) Technical Specifications.
- (e) Contractor's Bid Proposal dated \_\_\_\_\_
- (f) Bid Security Form (for Check or Bond).
- (g) Performance Bond (C-26 thru C-27).
- (h) Payment Bond (C-28 thru C-29).
- (i) General Prevailing Wage Rates for the Santa Maria locality, incorporated herein, as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, copies of which are available at the District office.

This Agreement and the foregoing described provisions and documents are together hereinafter referred to as the "Contract Documents" or "Contract" which are intended to be complementary so that any work or obligation called for in one, and not mentioned in the other, or vice versa, is to be performed the same as if mentioned in all said provisions and documents.

**3. Definition of Terms.** Whenever the following words, terms or abbreviations are used in any of the Contract Documents, the intent and meaning shall be interpreted as follows:

Airport - Santa Maria Public Airport.

City - City of Santa Maria.

Completions - Work shall be deemed complete only after acceptance by District.

District - Santa Maria Public Airport District.

District Inspector or Inspector - A duly authorized representative of District assigned by District to make inspections of the work performed by Contractor.

District Manager - General Manager of the Santa Maria Public Airport District or his duly authorized representative.

Owner - Santa Maria Public Airport District.

Proposal - The bid proposal of Contractor for the work submitted to District.

Work - The Project covered by this Agreement.

**4. Equipment - Performance of Work.** Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner the work called for, and in the manner designated in and in strict conformity with the provisions and conditions of the Contract Documents.

The equipment, apparatus, facilities, labor and materials shall be furnished and said work performed and completed as required by the Contract Documents.

**5. Change Orders.** District reserves the right to make alterations, deviations, additions to or omissions from the work. Any such changes will be set forth in a written change order specifying the changes, adjustments of contract time, if any, and compensation for any work ordered. A change order will not be effective unless signed by Contractor and District.

a) Changes in Work.

(1) Changes Requested by Contractor.

a) General. Changes in specific methods of construction may be made at Contractor's request when approved in writing by the District's General Manager.

Changes in the plans and specifications, requested in writing by Contractor, which do not materially affect the Project and which are not detrimental to the Project or to the interests of District, may be granted to facilitate the Project, when approved in writing by the General Manager. The form of approval will be by change order.

b) Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the District. Nothing herein shall be construed as granting a right to Contractor to demand acceptance of such changes.

(2) Changes Initiated by the District:

a) General. District may, by change order, change the plans, specifications, character of the work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed ten percent (10%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between Contractor and District.

b) Payment:

1) Contract Unit Prices. If a change is ordered in an item of work covered by a unit price, and such change does not involve a substantial change in the character of the work from that shown on the plans or included in the specifications, then an adjustment in payment will be made based upon the increase or decrease in quantity and the unit price.

If a change is ordered in an item of work covered by a unit price, and such change involves a substantial change in the character of the work from that shown on the plans or included in the specifications, an adjustment in payment will be made in accordance with subparagraph 2) of this paragraph.

Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

2) Agreed Prices. Adjustments in payments for changes other than those set forth in Section (1)(b) of this paragraph will be determined by agreement between Contractor and District. If the parties are unable to reach agreement, District may direct Contractor to proceed on the basis of extra work in accordance with paragraph 18, subparagraph (f).

**6. Option of District to Terminate Agreement in Event of Failure to Complete Work**. If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified, or any extensions thereof, or shall have failed to complete said work within such time, or if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's

creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, District may give written notice to Contractor and Contractor's sureties of the intention to terminate this Agreement and, unless within five working days after the serving of such notice such violation shall cease and satisfactory arrangements for the corrections thereof be made, this Agreement may, at the option of the District upon the expiration of said time, cease and terminate.

**7. Time for Completion; Liquidated Damages.** Contractor shall commence work hereunder within ten (10) working days after receiving a written notice to proceed from District and shall diligently prosecute the work to have the Project completed within fifteen (15) calendar days after receipt of said notice to proceed. A reasonable allowance for the time during which Contractor is delayed in said work by the acts or neglect of District or its employees or those under District by contract or otherwise, or by acts of God which Contractor could not have reasonably foreseen and provided against, or by storm and inclement weather which delay the work, or by any strikes, boycotts, or like obstructive action by employee or labor organizations or any general strike, or by organization of employees, shall be added to the aforesaid time for completion. In view of the difficulty to ascertain the amount of damages required to properly compensate District for failure of Contractor to complete the Project within the time fixed by this Agreement, Contractor shall pay to District the sum of \$100.00 per calendar day as liquidated damages for each calendar day that Project shall remain incomplete past the date herein established for completion up to and including thirty (30) calendar days past the date established for completion. Contractor shall pay to District the sum of \$300.00 per calendar as liquidated damages for each calendar day that Project shall remain incomplete past thirty (30) days after the date established for completion.

**8. Performance by Sureties.** In the event of any termination as herein before provided, District shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties, within five (5) working days after District gives them said notice of termination, do not give District written notice of their intentions to take over the performance of the Agreement and do not commence performance thereof within five (5) working days after notice to District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and the sureties shall be liable to District for any cost over and above the sum herein provided for the complete work or damages; and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

**9. Substitution of Eligible Securities.** Substitution of eligible securities, hereinafter defined, for any moneys of Contractor withheld by District to ensure performance under the Contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term "eligible securities", as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of Contractor, eligible securities equivalent to the amount withheld shall be deposited with District, or with a state or federally-chartered bank as the escrow agent, who shall pay such moneys to Contractor upon satisfactory completion of the Contract. Contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.

**10. Permits; Compliance with Law.** Contractor shall, at Contractor's expense, obtain all necessary permits and licenses required by law and by the Contract Documents.

**11. Control of Work.**

(a) Authority of District Manager. The District Manager shall have the authority to make final decisions concerning the quality and acceptability of the work performed, the rate of progress, interpretation of the Contract Documents, fulfillment of the Contract by Contractor, and all questions concerning compensation.

Should the District Manager question the compliance with the Contract Documents or the orders of the District Manager by Contractor, District Manager shall have the authority to stop all work immediately. Contractor, upon receipt of a written order, shall immediately suspend work wholly or in part. The work shall be resumed when ordered in writing by District Manager.

District Manager shall have the authority to stop the work at any time for any reason he deems justifiable and appropriate. If the reason for such an order to stop work is not the fault of Contractor, in the discretion of District Manager, then District Manager shall have authority to compensate Contractor for such loss of time by approving in writing an extension of time for completion and the amount of compensation to Contractor for such loss of time.

(b) Interpretation of Contract Documents. Should it appear that any work is not sufficiently detailed or explained in the Contract Documents, Contractor shall apply to the District Manager for further explanation. Should a question arise with respect to the true meaning of the Contract Documents, District Manager's decision shall be final. If a discrepancy between a drawing and a figure written thereon should occur, the figure shall be taken as correct.

(c) Defective Work. Any work that is not in accordance with the Contract Documents shall be corrected by Contractor at his expense.

**12. Superintendence by Contractor.** Contractor shall give personal superintendence to the work or have a competent foreman or superintendent satisfactory to District Manager on the work at all times during progress of the work with authority to act for him.

**13. Inspection by District and City.** Contractor shall always maintain proper facilities and provide safe access for inspection by District or City to all parts of the work.

**14. Permits and Care of the Work.** Except as otherwise specifically provided in paragraph 28, it shall be the responsibility of Contractor to examine the site of the work and be familiar with its condition, facilities or obstructions, and other physical factors and limitations affecting the performance of this Agreement. Indication in the Contract Documents of the existence of any such items shall in no way be construed as a warranty on the part of the District as to their precise location or that these are the only such items located or affecting the work or the site thereof. District in preparing the Contract Documents has made reasonable efforts to locate and identify all such items, but it is understood and agreed that District accepts no responsibility or liability for their location, character or existence. Should any facility be damaged, Contractor shall repair or replace it at his expense immediately.

**15. Other Agency Involvement.** Contractor is hereby advised that other governmental agencies as set forth below are involved in some manner with the administrative aspects of the improvements provided by this Contract. Contractor shall cooperate with representatives of the various agencies in the exercise of their duties. However, District shall administer the Contract, and Contractor shall look to District for direction regarding satisfactory completion of the Contract.

- (a) City of Santa Maria
- (b) County of Santa Barbara

**16. Relationships and Responsibilities.**

(a) Laws to be Observed. Contractor shall keep himself fully informed of all state and federal laws and city or county ordinances where applicable and shall fully comply with the provision of such laws and ordinances.



(b) Patents. Contractor shall assume all costs, expenses and liabilities arising from the use of patented materials, equipment, devices or processes.

(c) Inconvenience. Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic and rights of owners and users of adjacent property and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to such rights.

Convenient access to driveways, taxiways and buildings along the line of work shall be maintained, and temporary approaches to crossings or intersecting roads or taxiways shall be provided and kept in good condition. To effect the above requirements, District Manager may order Contractor to provide necessary crossings or approaches and may limit the area in which Contractor may work at any one time. No extra payments shall be allowed Contractor for any such work so ordered by District Manager to maintain access for abutting owners or businesses.

(d) Safety. Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary to give adequate warning at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof. Warning signs, lights and other safety devices shall conform to and follow the requirements of the Vehicle Code and of any sign manual issued by the Division of Highways of the State of California and any regulations adopted by the City of Santa Maria in effect at the time of construction. All such devices shall be furnished, erected and maintained subject to the approval of District Manager. At the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from the portion of any roadway open for use by public traffic.

(e) No Personal Liability. Neither District Manager nor any District director, officer, employee, or authorized representative of the District shall be personally responsible for any liability arising under the Contract.

(f) Guarantees and Correction of Work. With respect to the Project, Contractor shall comply with District's Contract Documents' "Technical Specifications", "Quality Assurance", "Field Quality Control" and "References", as applicable, and comply with manufacturer's recommended installation practices. Where these may be in conflict, the more stringent requirements govern. Contractor shall provide District a copy of the warranty contract between Contractor and manufacturer at the preconstruction conference. Contractor shall, without expense to District, promptly repair, replace, restore or rebuild, as District may determine, any work in which defects of materials or workmanship appear or is found not to conform to the Contract Documents within one (1) year following District's issuance of a Notice of Acceptance, together with any other work which may be displaced, marred, or damaged because of such defects or correction.

(g) Subcontracting. Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Before any work is started on a subcontract, Contractor shall file with District Manager a written statement of the work to be subcontracted, giving the names of the subcontractors and a description of the work to be done by each subcontractor. If a subcontractor is not doing satisfactory work, District Manager may request that he be replaced. The subcontractor shall be removed immediately and shall not go on the job site again.

(h) Limit of Persons on Job Site. District Manager may at any time by written direction, if good cause is shown, in his sole discretion require that any employee of Contractor be replaced. He may also require that Contractor limit access to the work site of any persons not employed by Contractor or an authorized subcontractor or who are not authorized representatives of District or the City.

(i) Assignment. The performance of the Contract may not be assigned except upon the written consent of District expressed by its governing body. Consent will not be given to an assignment which would relieve Contractor of his responsibility under the Contract.

(j) Use of Completed Portions. District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work on such portions may not have expired, but such taking of possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

**17. Other Contracts.** District may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by District Manager. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

**18. Method of Payment.**

(a) Progress Estimates. On or about the 15th day of each calendar month, Contractor shall submit to District Manager a written request for progress payment based on the amount and value of work done by Contractor up to that time in the performance of the Contract. Contractor shall submit to District Manager for approval a breakdown of his bid showing the amount included therein for each principal category of work; provided, that in case the costs or prices submitted in said breakdown do not in the opinion of District Manager truly represent the actual relative costs of the different parts of the work, District Manager shall prepare a schedule of estimated costs which shall be used in estimating the value of the work performed.

To the figure thus arrived at shall be added any amounts due Contractor for extra work. A deduction of ten percent (10%) shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due District from Contractor for supplies or materials furnished or services rendered and any other amounts that may be due District under the terms of the Contract. Any amount in dispute between District and Contractor shall also be deducted. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the Progress Estimate for that month.

(b) Progress Payments. Upon each Progress Estimate being made in writing, District (unless payment be withheld as provided in subparagraph (c) hereof) within fifteen (15) working days after the date of such estimate, except as stipulated hereinafter, shall pay to Contractor the amount stated in such estimate to be due Contractor; provided, however, that District may at all times reserve and retain from such partial payments, or any other amount, in addition to the retained percentage and other estimates, any sum or sums which by the terms hereof, of any law of the State of California, it is or may be authorized or required to reserve or retain; and provided, further, that no such progress estimate or payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.

In the event work under the Contract or any part thereof shall be discontinued as provided in the Contract, the said retained percentage shall become and be the property of District to the extent necessary to repay to District any excess in the cost of the work above the Contract Price; and, after issuance of notice to discontinue work as therein provided, no payments upon progress estimates or otherwise shall thereafter be made to Contractor for the work covered by said notice until completion of the work and final settlement.

(c) Suspension of Payments. If, after written notice to Contractor of any deficiencies in his work because of failure to comply with the Contract provisions, construction schedule, or of a failure to revise and keep current with his construction schedule, District Manager recommends that all payments due or to become due under the Contract should be suspended until Contractor corrects any such deficiency, District may suspend all payments due or to become due until such deficiencies as remain uncorrected are correct.

In addition to the amount which District may retain as provided hereinabove, District may withhold a sufficient amount or amounts of any payment or payments otherwise due Contractor as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the Project under this Contract.
- (2) For defective work not remedied.
- (3) For failure of Contractor to make proper payments to any of his subcontractors, suppliers, material, men or equipment renters.
- (4) Reasonable doubt that the Contract can be completed for the balance then unpaid.

District may apply such withheld amounts to the payment of such claims in its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under this contract by District to Contractor, and District shall not be liable to Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. District will render to Contractor a proper accounting of such funds disbursed on behalf of Contractor.

(d) Undisputed Payments. Pursuant to Public Contract Code Section 20104.50, if applicable, if District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, District shall pay interest to Contractor at the legal rate set forth in Code of Civil Procedure Section 685.010(a). Upon receipt of a payment request, District shall promptly review the request. District shall return to Contractor any payment request which District determines is not proper no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. The period within which District may make a payment without incurring interest shall be reduced by the number of days by which the District exceeds the seven (7) day return requirement.

(e) Final Estimate and Payment.

(1) Notice of Completion. Upon receipt by him of a written notice from Contractor that the Project is ready for final inspection, District Manager shall promptly inspect the Project and, if he finds it has been fully completed in accordance with the Contract Documents, he shall certify that the Project has been fully completed in accordance with the Contract Documents and has been accepted by him. Within ten working days after receipt of such certificate from District Manager, District shall execute, verify, and record a Notice of Completion of the Project.

(2) Final Payment. Notwithstanding any other provisions of the Contract Documents, the final remaining unpaid balance due Contractor under this contract and work done and materials furnished hereunder shall be paid to Contractor by District on the 35<sup>th</sup> day following recording of the Notice of Acceptance or within sixty (60) days of "completion" as defined in Labor Code Section 7107, whichever first occurs, provided there are no stop notices filed pursuant to Chapter 4 of Title XV, Part 4, Division 3 of the California Civil Code or a public works preliminary bond notice as provided in Section 3091 of the Civil Code by subcontractors, material men or others for labor performed, work done or materials furnished in or for performance of the Contract. Except as otherwise specifically provided by law, in the event of a dispute between District and Contractor, the District may withhold from the final payment an amount not to exceed 150 percent (150%) of the disputed amount.

(3) Final Payment as Waiver. Neither recordation of a notice of completion of the Project by District, payment to Contractor by District of the full Contract Price, or occupation of the Project by District shall relieve Contractor of liability for defective materials or workmanship used in the construction of the Project or for failure to construct the Project according to the requirements of the Contract Documents. Acceptance by Contractor of any payment provided for in the Contract Documents shall be a representation by Contractor to District that all work on the Project required by the Contract Documents to be performed before such payment becomes due has been completed by Contractor in accordance with the Contract Documents. Except as provided in any special guarantees contained in the Contract Documents, but notwithstanding any guarantees by the manufacturers of any materials used in the construction of the Project, Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of receipt by him of final payment of the Contract Price, the date substantial occupancy of the Project was taken by District, or the date of recordation of a notice of acceptance of the Project by District, whichever is earliest. District shall deliver notices of all observed defects to Contractor with reasonable promptness.

The making and acceptance of the final payment of the Contract Price shall constitute a waiver by Contractor of all claims, except those previously made and still unsettled.

(f) Extra Work. There will be no payment for extra work by Contractor or subcontractors unless it is expressly authorized in writing by District prior to the extra work being done. Reference is made to other provisions of the Contract regarding change orders for extra work and those provisions shall be strictly complied with. See paragraph 5 of this Contract.

(1) General. New or unforeseen work will be classified as "extra work" when the District Manager determines that it is not covered by the plans and specifications as they reflect the scope of work.

(2) Payment:

a) General. When the price for the extra work cannot be agreed upon, District will pay for the extra work based on the accumulation of costs as provided herein.

b) Basis for Establishing Costs:

1) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers' compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all their assigned work and only that applicable to extra work shall be paid.

Nondirect labor costs including superintendence shall be considered part of the markup of subparagraph (c) of this paragraph.

2) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

District reserves the right to approve materials and sources of supply, or to supply materials to Contractor if necessary for the progress of the Project. No markup shall be applied to any material provided by District.

3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to District than holding at the Project site, it shall be returned, unless Contractor elects to keep it at the Project site at no expense to District. All equipment shall be acceptable to District Manager, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Project site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site and back or to a closer site.

4) Other Items. District may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the Project and which are of a type not ordinarily available from Contractor or any of the subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

5) Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, District may establish the cost of the item involved at the lowest price which was current at the time of the report.

c) Markup:

1) Work by Contractor. The following percentage shall be added to Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding, if additional bonding is actually secured.

2) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in subparagraph (c) of this paragraph shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent (10%) on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent (5%) on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by Contractor.

(3) Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, Contractor shall submit a daily report to District Manager on forms approved by District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. A good faith effort shall be made to reconcile the report daily, and it shall be signed by District Manager and Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through Contractor.

The report shall:

- a) Show names of workers, classifications, rates of pay including benefits, and hours worked.
- b) Describe and list quantities of materials used together with unit prices.



- c) Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d) Describe other services and expenditures in such detail as District may require.

(g) Changed Conditions. Contractor shall notify the District Manager in writing of the following Project site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

(1) Subsurface or latent physical conditions differing materially from those represented in the plans and specifications;

(2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

(3) Material differing from that represented in the Contract which Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

District Manager will promptly investigate conditions which appear to be changed conditions. If District Manager determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Project, a change order will be issued adjusting the compensation for such portion of the Project in accordance with paragraph 5. If District Manager determines that conditions are changed conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of paragraph 7.

If District Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be so notified in writing. This notice will also advise Contractor of his obligation to notify District Manager, in writing, if Contractor disagrees.

Should Contractor disagree with such determination, he may submit a written notice of potential claim to District Manager before commencing the disputed work. In the event of such a disagreement, Contractor shall not be excused on account of that

disagreement from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. However, Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

**19. Contract Security.** Concurrently with the execution hereof, Contractor shall furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said Contractor of all covenants and stipulations of the Contract. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by District and in the amount not less than 100 percent (100%) of the total amount payable under the Contract and shall be attached as Attachment 1. Contractor shall also furnish a Payment Bond, approved by District, in accordance with the provisions of Civil Code Sections 3225-3228, inclusive, and Sections 3247-3252, inclusive. Said Payment Bond shall be in a sum not less than 100 percent (100%) of the total amount payable by the terms of this Contract, but not less than the sum prescribed in Section 3248 of the Civil Code, in any case, and shall be attached as Attachment 2.

**20. Indemnification.** Contractor shall indemnify, defend (with counsel acceptable to District) and hold harmless District, its directors, officers, employees, agents and representatives ("District, etc.") at all times from and against any and all suits, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to ("suits, etc.") on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the services or work to be performed by Contractor or Contractor's agents, employees, invitees or subcontractors, or Contractor's operations or presence on the Airport. The foregoing indemnification excludes only liability or loss caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold "District, etc." harmless from and against any "suits, etc." including third party claims, environmental

requirements and environmental damages (as defined in Attachment 3), costs of investigation and cleanup penalties, fines, and losses (including, without limitation, diminution in property value of the Airport or the improvements thereon) of whatever kind or nature which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal ("release, etc.") of any toxic or hazardous materials (defined in Attachment 3) which occurs in, on or about the Airport or elsewhere as the result of any of Contractor's or Contractor's agents, employees, invitees or subcontractors' activities pursuant to this agreement. Contractor shall notify District immediately of any "release, etc." of any toxic or hazardous material on the Airport.

**21. Public Liability and Property Damage Insurance; Protection and Restoration of Property.** Contractor shall, at his expense, take out and maintain during the life of the Contract such public liability and property damage insurance as shall protect him and District and any subcontractor performing work covered by this Contract from claims for personal injury or death or property damage which may arise because of the nature of the work or from operations under this Contract, whether such operations be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them, even though such damages be not caused by the negligence of Contractor or any subcontractor, or anyone employed by either of them. Any insurance shall be primary, not excess, insurance. The amounts of such insurance shall be as follows:

(a) Contractor's general liability insurance, including Owner's and Contractor's protective liability and contractual coverage, providing bodily injury or death liability limits of not less than \$1,000,000 for each accident or occurrence, and property damage liability with a single limit liability of not less than \$1,000,000 for each accident or occurrence.

(b) Automobile liability insurance covering all vehicles used in the performance of the Contract providing bodily injury or death liability limits of not less than \$300,000 for each person and \$500,000 for each occurrence, and property damage liability with a single limit liability of not less than \$300,000 for each accident or occurrence.

Before or concurrently with the execution of the Contract, Contractor shall file with District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance and a complete copy of each insurance policy. Each such certificate and policy shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after District shall have received notification by registered mail from the insurance carrier.

Nothing herein contained shall be construed as limiting the liability of Contractor. District shall be named as an additional insured in the policies.

**22. Protection of Property.** Contractor shall use suitable precautions to prevent damage to any public or private property and shall not remove any monuments or property markers until directed to do so. Contractor shall take every necessary precaution against injury or damage to any part of the work or Project by action of the elements or from any other cause whatsoever.

Contractor shall rebuild, repair, restore and make good, at his expense, all injuries or damages to any portion of the work occasioned by any of the above caused before completion and acceptance of the Project as provided in this Agreement.

**23. Nonpayment of Wages.** If Contractor or any subcontractor fails to pay any laborer or mechanic employed or working on the Project any of the wages required by this Contract, District may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

**24. Worker's Compensation.** Pursuant to the requirements of Section 1860 of the Labor Code of the State of California, Contractor will be required to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California. By execution of this Agreement, Contractor does hereby certify as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract".

**25. Wage Rates: Penalty.** Not less than the general prevailing per diem wage rates and rates for overtime and holidays for the Santa Maria locality as determined by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections, 1770, 1773, and 1773.1, shall be paid to workmen employed on the Project under the Contract. Contractor is subject to and shall comply with the provisions of Section 1775 of the Labor Code of the State of California. Contractor shall forfeit to District not more than Fifty Dollars (\$50.00) (as

determined by the Labor Commission) for each calendar day or portion thereof for each worker paid less than the said prevailing rates for such work or craft in which such worker is employed or for work done under the contract or by any subcontractor. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Contractor is responsible for ascertaining and complying with all changes in rates subsequent to the submission of the bid proposal of Contractor to District.

**26. Employment of Apprentices.** Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning the employment of apprentices by Contractor or any subcontractor under him on public works projects.

Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**27. Hours of Labor.** In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, eight (8) hours labor shall constitute a legal day's work, and no worker in the employ of Contractor or any subcontractor doing or contracting to do any part of the work contemplated by this Contract shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours during any one calendar week, except as provided in Section 1815 of the Labor Code. Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed on work contemplated by this Contract, and Contractor shall forfeit, as a penalty to District, the sum of Twenty-five Dollars (\$25.00) for each worker employed in execution of this Contract by him or by any subcontractor for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of provisions of said Article 3, Chapter 1, Part 7, Division 2 (Section 1810 et seq.) of the Labor Code.

**28. Existing Utility Facilities (Government Code Section 4215).** As between Contractor and District only, District assumes the responsibility for the removal, relocation or protection of existing main or trunk line utility facilities located on the site of the work, if such utilities are not identified in the plans or specifications made a part of the invitation for bids.

Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay is caused by failure of District or a utility owner to provide for removal or relocation of such existing utility facilities; provided, however, that if facilities are encountered but are not identified by District in the Contract plans or specifications, he shall immediately notify District in writing. If Contractor shall fail to so notify District, he may be assessed liquidated damages as set forth in the Contract Documents for any delay in completion of the work caused by such utility facilities on the basis of one (1) day for each day Contractor shall permit to elapse between discovery of such utility facilities and such written notification to District thereof.

Nothing herein shall require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of the construction project.

Should any utility facility identified in the plans or specifications, or otherwise described in the immediately preceding paragraph, be damaged by Contractor, Contractor shall promptly restore the damaged utility to its original condition at his expense.

**29. General.** Time is of the essence of this Contract. This Agreement and the Contract Documents contain all of the agreements and conditions made between the parties, and may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect and shall in no way be invalidated thereby.

Captions herein are for convenience of reference only and shall not govern the construction of this Agreement. Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and orders, including without limitation the rules and regulations of the Santa Maria Public Airport District governing the use and occupancy of the Santa Maria Public Airport.

**30. Payroll Records.** Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) calendar days to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit the sum of Twenty-five Dollars (\$25.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is with Contractor. District may withhold other amounts due at the request of the Division of Labor Standards or another agency having jurisdiction.

**31. Labor Discrimination.** No discrimination shall be made in the employment of persons on the work by Contractor or by any subcontractor because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex except as provided by Section 12940 of the Government Code.

**32. Attorneys' Fees.** In the event that any action or arbitration is brought by either party against the other party for the enforcement or declaration of any right or remedies in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

**33. Notice to Proceed.** No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written notice to proceed has been given Contractor by District.

**34. Claims.** Contractor shall not make or have any claim for damages or anticipated profits or loss of profits or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in any unit price items of the bidding sheet(s).

**35. Hazardous Materials.** Contractor specifically agrees that all materials used by Contractor for which a Material Safety Data Sheet is required, or otherwise referenced or listed on Attachment 3, will be stored, used and disposed of, together with any contaminated by-products of such use, in strict compliance with the applicable Material Safety Data Sheet or the requirements of the governmental agency with authority to regulate such storage, use and disposal. Contractor further agrees to maintain adequate storage and disposal facilities and will maintain for inspection at any reasonable time adequate records of material stored, used or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests.

**36. Contractors Including Digging Trenches or other Excavations (Public Contract Code§7104).** The contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the District and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date performed under the contract. The contractor shall retain all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.



**37. Assignment by Contractor to District of Rights Under Federal Law Arising from Purchases Under Public Works Contracts (public Contract Code 7103.5).** In entering into a public works contract or subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act, (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tender's final payment to the contractor, without further acknowledgment by the parties.

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

District

Approved as to content  
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

\_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Carl Engel, Jr., President

Approved as to form  
for District:

By \_\_\_\_\_  
Chuck Adams, Secretary

\_\_\_\_\_  
District Counsel

(District Seal)

Contractor

(Corporate Seal if  
a corporation)

By \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Title)

Bond No. \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", has awarded to \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Contractor", a contract for the following described work or construction at the Santa Maria Public Airport in the City of Santa Maria, California: \_\_\_\_\_

WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto District in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), to be paid to District for which payment 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 Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well, truly and faithfully keep and perform all undertakings, covenants, terms, conditions and agreements in the said contract and any alterations or modifications thereof on Contractor's part to be kept and performed at the time and in the manner therein specified, and shall fully indemnify and save harmless District from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay District all outlay and expense which District may incur in making good any default, and shall indemnify and save harmless District, its officers and agents, as provided in said contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

In the event District prevails in an action brought by District upon this bond, Surety will pay a reasonable attorney's fee to be fixed by the court.

PROVIDED, undersigned Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work to be performed thereunder or the specifications referred to therein shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have duly executed this bond this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SURETY

PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its Attorney in Fact

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address of Surety

Address of Principal

Signatures of Principal and Surety must be acknowledged by a Notary Public.

Bond No. \_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", has awarded to \_\_\_\_\_

hereinafter referred to as "Contractor", a contract for the following described work or construction at the Santa Maria Public Airport in the City of Santa Maria, California: \_\_\_\_\_

WHEREAS, Contractor is required to furnish a bond in connection with said contract to secure the payment of claims of laborers, mechanics, material, men, and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor, as principal, and \_\_\_\_\_ hereinafter referred to as "Surety", as surety, are held and firmly bound unto District in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for which payment 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 Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of Contractor and his subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in section 3181 of the California Civil Code as to give a right of action to such persons or their assigns in any suit brought upon this bond.

PROVIDED, undersigned Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work to be performed thereunder or the specifications referred to therein shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have duly executed this bond this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SURETY

PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its Attorney in Fact

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Address of Surety

Address of Principal

Signatures of Principal and Surety must be acknowledged by a Notary Public.

HAZARDOUS MATERIAL  
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyl's (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

## B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

## C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Airport or migrating or threatening to migrate from the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Airport as the result of Contractor's use or occupancy of the Airport or as the result of any of Contractor's (or Contractor's agents, employees, invitees or officers') actions or omissions, including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Airport.



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## **TECHNICAL SPECIFICATIONS**

**AC 150/5340-1L (ATTACHED)**

**AC 150/5370-10G (ATTACHED)**

## 2018 STRIPING PROJECT

LOCATION 12-30		SQFT
THRESHOLD BARS		3400
CENTER LINE		18000
THRESHOLD MARKING		25700
TOUCHDOWN ZONE MARKINGS		19200
LEADIN LINES		10000
CHEVRON		4100
SPHSM		15000
AIMING POINTS		18800
"3"		1700
"0"		1000
"1"		400
"2"		1500
RUNWAY EDGE		49000
SURFACE PAINTED SIGNS		4300
TOTAL		157100
LOCATION 2-20		SQFT
THRESHOLD BARS		850
CENTER LINE		12000
AIMING POINTS		10000
"2"		1700
"0"		1000
TOTAL		25550
TAXIWAYS		60,000
PAINT TOTAL		257,650
RUBBER REMOVAL		40,000
MARKINGS		257,650
PROJECT TOTAL		297,650

<b>RW 12-30</b>	<b>QTY</b>
<b>Chevron</b>	<b>4</b>
<b>Threshold bar</b>	<b>2</b>
<b>Center Line</b>	<b>38</b>
<b>Touch down zone markings</b>	<b>36</b>
<b>Threshold markings</b>	<b>24</b>
<b>Aiming points</b>	<b>4</b>
<b>1</b>	<b>1</b>
<b>2</b>	<b>1</b>
<b>3</b>	<b>1</b>
<b>0</b>	<b>1</b>
<b>RW 2-20</b>	
<b>Center Line 2-20</b>	<b>24</b>
<b>Aiming points</b>	<b>4</b>
<b>Threshold bar</b>	<b>1</b>
<b>2</b>	<b>2</b>
<b>0</b>	<b>1</b>

AC 150-5370-10G

Item P-620 Runway and Taxiway Marking

DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer’s certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

**620-2.2 Marking materials.** Paint shall be [ waterborne, epoxy, methacrylate, solvent-base, or preformed thermoplastic ] in accordance with the requirements of paragraph 620-2.2 [\_\_\_\_]. Paint shall be furnished in [\_\_\_\_] in accordance with Federal Standard No. 595.

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**The Engineer shall specify paint type (s) and appropriate paragraph number (s).**

**The Engineer shall insert the colors to be used on a project from the following list:**

<u>Fed Std. No 595 Color</u>	<u>Number</u>
White	37925
Red	31136
Yellow	33538 or 33655
Black	37038
Pink	1 part 31136 to 2 parts 37925
Green	34108

**Waterborne or solvent base black paint should be used to outline a border at least 6 inch (150 mm) wide around markings on all light colored pavements. Preformed thermoplastic markings shall have a non-reflectorized black border integral to the marking.**

**For TT-P-1952E and A-A-2886B paints, the Engineer shall specify the type required:**

- **Type I** is intended for those locations where slower tracking is not a problem.
- **Type II** is intended for locations where faster curing is desirable.
- **Type III** requires the use of cross linking resin which will produce a thicker, more durable coating.

**When more than one paint type is specified, the plans should clearly indicate paint type for each marking.**

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[ **a. Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952E, [ Type I ] [ Type II ] [ Type III ]. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. [ The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking. ]

[ **b. Epoxy.** Paint shall be a two component, minimum 99% solids type system conforming to the following:

(1) **Pigments.** Component A. Percent by weight.

(a) **White:**

Titanium Dioxide, ASTM D476, type II shall be 18% minimum (16.5% minimum at 100% purity).

(b) **Yellow and Colors:**

Titanium Dioxide, ASTM D476, type II shall be 14 to 17%.

Organic yellow, other colors, and tinting as required to meet color standard.

Epoxy resin shall be 75 to 79%.

(2) **Epoxy content.** Component A. The weight per epoxy equivalent, when tested in accordance with ASTM D1652 shall be the manufacturer's target  $\pm 50$ .

(3) **Amine number.** Component B. When tested in accordance with ASTM D2074 shall be the manufacturer's target  $\pm 50$ .

(4) **Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(5) **Daylight directional reflectance.**

(a) **White:** The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) **Yellow:** The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium

oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

**(6) Accelerated weathering.**

**(a) Sample preparation.** Apply the paint at a wet film thickness of 0.013 inch (0.33 mm) to four 3 × 6 inch (8 × 15 cm) aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

**(b) Testing conditions.** Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F (60°C), and four (4) hours condensate exposure at 104°F (40°C).

**(c) Evaluation.** Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2b(5) above. Evaluate for conformance with the color requirements.

**(7) Volatile organic content.** Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

**(8) Dry opacity.** Use ASTM E2302. The wet film thickness shall be 0.015 inch (0.38 mm). The minimum opacity for white and colors shall be 0.92.

**(9) Abrasion resistance.** Subject the panels prepared in paragraph 620-2.2b(6) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch (18.97 to 19.05 mm). Five liters (17.5 lb (7.94 kg)) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs (239 kg)) of sand for the removal of the paint films.

**(10) Hardness, shore.** Hardness shall be at least 80 when tested in accordance with ASTM D2240. ]

[ **c. Methacrylate.** Paint shall be a two component, minimum 99% solids-type system conforming to the following:

**(1) Pigments.** Component A. Percent by weight.

**(a) White:**

Titanium Dioxide, ASTM D476, type II shall be 8% minimum.  
Methacrylate resin shall be 18% minimum.

**(b) Yellow and Colors:**

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.  
Organic yellow, other colors, and tinting as required to meet color standard.  
Methacrylate resin shall be 18% minimum.

**(2) Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium,

halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

**(3) Daylight directional reflectance:**

**(a) White:** The daylight directional reflectance of the white paint shall not be less than 80% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

**(b) Yellow:** The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

**(4) Accelerated weathering.**

**(a) Sample preparation.** Apply the paint at a wet film thickness of 0.013 inch (0.33 mm) to four 3 x 6 inch (8 x 15 cm) aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

**(b) Testing conditions.** Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F (60°C), and four (4) hours condensate exposure at 104°F (40°C).

**(c) Evaluation.** Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2c(3) above. Evaluate for conformance with the color requirements.

**(5) Volatile organic content.** Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

**(6) Dry opacity.** Use ASTM E2302. The wet film thickness shall be 0.015 inch (0.38 mm). The minimum opacity for white and colors shall be 0.92.

**(7) Abrasion resistance.** Subject the panels prepared in paragraph 620-2.2c(4) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch (18.97 to 19.05 mm). Five liters (17.5 lb (7.94 kg)) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs (239 kg) of sand for the removal of the paint films.

**(8) Hardness, shore.** Hardness shall be at least 60 when tested in accordance with ASTM D2240. ]

[ **d. Solvent-Base.** Paint shall meet the requirements of Commercial Item Description [ A-A-2886B Type I, Type II, and Type III ]. ]

[ **e. Preformed Thermoplastic Airport Pavement Markings.** Markings must be composed of ester modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as



a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non-reflectorized black border.

**(2) Graded glass beads.**

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to [ Federal Specification TT-B-1325D, Type I, gradation A ] [ Federal Specification TT-B-1325D, Type IV ].

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (0.45 kg) (±10%) per 10 square feet (1 sq m). These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
U.S. Mesh	µm		
12	1700	0 - 2	98 - 100
14	1400	0 - 3.5	96.5 - 100
16	1180	2 - 25	75 - 98
18	1000	28 - 63	37 - 72
20	850	63 - 72	28 - 37
30	600	67 - 77	23 - 33
50	300	89 - 95	5 - 11
80	200	97 - 100	0 - 3

(3) **Heating indicators.** The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

**(4) Pigments.** Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

(5) **Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

**(6) Daylight directional reflectance.**

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

**(7) Skid resistance.** The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

**(8) Thickness.** The material must be supplied at a nominal thickness of 65 mil (1.7 mm).

**(9) Environmental resistance.** The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.

**(10) Retroreflectivity.** The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.

**(11) Packaging.** Packaging shall protect the material from environmental conditions until installation.

**(12) Preformed thermoplastic airport pavement marking requirements.**

(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.

(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.

(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet (6 m) long) must be factory

assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.

(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.

(e) The marking material shall have an integral color throughout the thickness of the marking material. ]

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**Thermoplastic airport markings will be subject to an Engineering life-cycle cost analysis prior to inclusion in specifications.**

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**620-2.3 Reflective media.** Glass beads shall meet the requirements for [\_\_\_\_]. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

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Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
White	See Table 1	See Table 1	See Table 1
Yellow	See Table 1	See Table 1	See Table 1
Red	See Table 1 and Note	Not used	See Table 1 and Note
Pink	See Table 1 and Note	Not used	See Table 1 and Note
Black	Not used	Not used	Not used
Green	Not used	Not used	Not used

**The Engineer should insert all that will be used in the project. When more than one bead type is specified, the plans should indicate the bead type for each marking.**

**Federal Specification TT-B-1325D, Type I, gradation A shall be used when remarking on a frequent basis (at least every six months), and should yield at least 300 mcd/m<sup>2</sup>/lux on white markings at installation and at least 175 mcd/m<sup>2</sup>/lux on yellow markings at installation.**

**Federal Specification TT-B-1325D, Type III, gradation A shall be used when a higher reflective value is desired. Initial readings should yield at least 600 mcd/m<sup>2</sup>/lux on white markings and at least 300 mcd/m<sup>2</sup>/lux on yellow markings at installation.**

**Federal Specification TT-B-1325D, Type IV, gradation A shall be used with TT-P-1952E, Type III paint. The glass beads are larger than either Type I or Type III, thus requiring more of the coating material to properly anchor. When applied properly in 25-30 mils wet film thickness (wft) of the high build acrylic waterborne material, reflective readings should yield at least 400 mcd/m<sup>2</sup>/lux on white markings and at least 225 mdc/m<sup>2</sup>/lux on yellow markings at installation. The Engineer should consult with the paint and bead manufacturer on the use of adhesion, flow promoting, and/or flotation additives.**

**Preformed thermoplastic pavement markings should yield at least 225 mcd/m<sup>2</sup>/lux on white markings at installation and at least 100 mcd/m<sup>2</sup>/lux on yellow markings at installation.**

**Retroreflectivity shall be measured by a portable retroreflectometer according to ASTM E1710 and the practices in ASTM D7585 shall be followed for taking retroreflectivity readings with a portable retroreflectometer and computing measurement averages. A van-mounted retroreflectometer may also be used.**

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## **CONSTRUCTION METHODS**

**620-3.1 Weather limitations.** The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature is at least 5°F (2.7°C) above the dew point or meets the manufacturer's recommendations. [ Painting operations shall be discontinued when the surface temperature exceeds [ ]°F ([ ]°C. ] [ Markings shall not be applied when the pavement temperature is greater than 130°F (55°C) . ] Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

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**The Engineer may specify minimum and maximum surface and dew point temperatures based on paint manufacturer's recommendations.**

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**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

**620-3.3 Preparation of surface.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by [ waterblasting, ] [ shotblasting, ] [ grinding ] or [ sandblasting ] or by other methods as required to remove all contaminants minimizing damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the

cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

[ Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials. ]

[ At least 24 hours prior to remarking existing markings, [ loose ] existing markings must be removed such that [ 75% ] [ 90% ] [ 100% ] of the [ loose ] existing markings are removed. After removal, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both. ]

Prior to the application of any markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the type of marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's surface preparation and application requirements must be submitted and approved by the Engineer prior to the initial application of markings.

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**The Engineer should specify any additional surface preparation or test applications required and should specify the type of surface preparation to be used when existing markings interfere with or would cause adhesion problems with new markings.**

**Loose markings should always be removed prior to remarking, whether or not existing markings need to be removed is up to the Engineer and the Airport Operator. The type of removal method used depends upon whether you need to remove loose markings or all existing markings.**

**Shotblasting is not recommended on grooved surfaces.**

**After removal you may have to apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings which could be misleading.**

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**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. [ The locations of markings to receive silica sand shall be shown on the plans. ]

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**Glass beads improve conspicuity and the friction characteristics of markings. At a minimum, the Engineer shall indicate the following locations to receive glass beads per AC 150/5340-1, Standards for Airport Markings:**

- 1. All holding position markings used on runways, taxiways, and holding bays and used to indicate instrument landing system/microwave landing system (ILS/MLS) or precision obstacle-free zone (POFZ) critical areas.**

2. Runway threshold marking.
3. Runway threshold bar.
4. Runway aiming point marking.
5. Runway designation marking.
6. Runway touchdown zone markings.
7. Runway centerline marking.
8. All taxiway centerline markings and enhanced taxiway centerline markings.
9. Geographical position marking.
10. Surface painted signs for holding position signs, taxiway direction signs, taxiway location signs, gate destination signs, and apron entrance point signs.
11. Non-movement area boundary marking

The following locations are recommended to receive glass beads:

1. Runway side stripes.
2. Taxiway edge markings.
3. Runway displaced threshold markings.
4. Runway demarcation bar.

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**620-3.5 Application.** Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period of [\_\_\_] shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

**620-3.6 Test strip.** Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons (4 liters) of paint and application of 35 lbs (15.9 kg) of Type I/50 lbs (22.7 kg) of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons (19 liters) of waterborne paint shall cover no more than 575 square feet (53.4 m<sup>2</sup>).

**Table 1. Application Rates For Paint And Glass Beads**  
(See Note regarding Red and Pink Paint)

Paint Type	Paint Square feet per gallon, ft <sup>2</sup> /gal (Sq m per liter, m <sup>2</sup> /l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
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The Engineer shall specify the application rates for paint and glass beads from the following table.

**Application Rates For Paint And Glass Beads For Table 1**

Paint Type	Paint Square feet per gallon, ft <sup>2</sup> /gal (Sq m per liter, m <sup>2</sup> /l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
<b>Waterborne Type I or II</b>	115 ft <sup>2</sup> /gal max (2.8 m <sup>2</sup> /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--
<b>Waterborne Type III</b>	90 ft <sup>2</sup> /gal max (2.2 m <sup>2</sup> /l)	--	10 lb/gal min (1.2 kg/l)	
<b>Waterborne Type III</b>	55 ft <sup>2</sup> /gal max (1.4 m <sup>2</sup> /l)			8 lb/gal min (1.0 kg/l)
<b>Solvent Base</b>	115 ft <sup>2</sup> /gal max (2.8 m <sup>2</sup> /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--
<b>Solvent Base</b>	55 ft <sup>2</sup> /gal max (2.2 m <sup>2</sup> /l)	--	--	8 lb/gal min (1.0 kg/l)
<b>Epoxy</b>	90 ft <sup>2</sup> /gal max (2.2 m <sup>2</sup> /l)	15 lb/gal min (1.8 kg/l)	20 lb/gal min (2.4 kg/l)	16 lb/gal min (1.9 kg/l)
<b>Methacrylate</b>	45 ft <sup>2</sup> /gal max (1.1 m <sup>2</sup> /l)	15 lb/gal min (1.8 kg/l)	20 lb/gal min (2.4 kg/l)	16 lb/gal min (1.8 kg/l)

**Note:** The glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads. Type III beads shall not be applied to Red or Pink paint.

**The Engineer shall specify the time period in order to allow adequate curing of the pavement surface. The Engineer should contact the paint manufacturer to determine the wait period.**

**Due to the increased surface area to cover, the following should be substituted when painting Porous Friction Course with waterborne or solvent based paints:**

**“The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine from two directions at 50% with no glass beads in the first direction, and 100% with glass beads or sand in the other direction.”**

**Markings may be required before paving operations are complete. The Engineer may wish to specify waterborne or solvent-based materials for temporary markings at 30% to 50% of the specified application rates (for example, rate/0.50). No glass beads are required for temporary markings. TT-P-1952E, Type II or A-A-2886B, Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.**

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**It is recommended when using waterborne paints on previously unmarked asphalt or seal coat, that an initial paint coat at 50% of the permanent coverage rates be applied for white markings to reduce the discoloration that occurs.**

**New concrete pavements should be allowed to cure for eight to twelve weeks before removing the curing compound and installing permanent markings.**

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Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

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**A 24- to 30-day waiting period is recommended for all types of paint used for pavement marking. If the airport operations require pavement marking prior to the recommended waiting period, the paint may be applied in a temporary light coat application. Appropriate modifications to paragraph 3.5 should be included to specify a 30% to 50% application rate for temporary markings. Glass beads are not required for temporary markings. TT-P-1952E, Type II or A-A-2886B,**



**Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.**

**The final application should occur after the waiting period has passed. The final marking application must be at full strength in order to adequately set the glass bead.**

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### **620-3.7 Application--preformed thermoplastic airport pavement markings.**

**a. Asphalt and Portland cement.** To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet (5 m) and a free span between supporting wheels of no less than 18 feet (5.5 m). The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches (50 mm) wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F (2°C) without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.

**620-3.8 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

## **METHOD OF MEASUREMENT**

**620-4.1** The quantity of runway and taxiway markings to be paid for shall be [ the number of square feet (square meters) of painting and the number of pounds (kg) of reflective media ][ the number of square feet (square meters) of preformed markings ][ one complete item in place ] performed in accordance with the specifications and accepted by the Engineer.

## **BASIS OF PAYMENT**

**620-5.1** Payment shall be made at the respective contract [ price per square foot (square meter) ][ lump sum price ] for runway and taxiway painting [ , and [ price per pound (kg) ][ lump sum price ][ price per square foot (square meter) ][ lump sum price ] for preformed markings ] for reflective media. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1-1      Runway and Taxiway Marking [ per square foot (square meter) ][ lump sum ]

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**The Engineer should include a pay item for each paint type and color and bead type material specified.**

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Item P-620-5.1-2      Reflective Media [ per pound (km) ][ lump sum ]

### **TESTING REQUIREMENTS**

ASTM C371	Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D711	Standard Test Method for No-Pick-Up Time of Traffic Paint
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

### **MATERIAL REQUIREMENTS**

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

FED SPEC TT-B-1325D

Beads (Glass Spheres) Retro-Reflective

American Association of State Highway and Transportation Officials (AASHTO) M247

Standard Specification for Glass Beads Used in Pavement Markings

FED SPEC TT-P-1952E

Paint, Traffic and Airfield Marking, Waterborne

Commercial Item Description A-A-2886B

Paint, Traffic, Solvent Based

FED STD 595

Colors used in Government Procurement

AC 150/5340-1

Standards for Airport Markings

END OF ITEM P-620