

## GENERAL PROVISIONS

### SECTION 10

#### DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

- 10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.
- 10-02 ACCESS ROAD.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
- 10-03 ADVERTISEMENT.** A public announcement as required by local law, inviting bids for work to be performed and materials to be furnished.
- 10-04 AGENT.** The Texas Department of Transportation, Aviation Division (TxDOT) acting as the “Agent” for the airport sponsor in accordance with the duly executed Airport Project Participation Agreement (APPA).
- 10-05 AIP.** The Airport Improvement Program, a grant-in-aid program, administered by Federal Aviation Administration through TxDOT.
- 10-06 AIR OPERATIONS AREA (AOA)** For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
- 10-07 AIRPORT.** Airport means an area of land or water that is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.
- 10-08 APRON.** An area on an airport designated for the parking of aircraft.
- 10-09 ASTM.** The American Society for Testing and Materials.
- 10-10 AWARD.** The owner’s acceptance, with the Engineer’s recommendation and TxDOT’s approval, of the successful bidder's bid.
- 10-11 BID.** The written or electronic offer of the bidder (when submitted on the approved form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
- 10-12 BID GUARANTY.** The security furnished with a bid to guarantee that the bidder will enter into a contract if his bid is accepted by TxDOT.

- 10-13 BIDDER.** Any individual, partnership, firm, Joint Venture, limited liability partnership (LLP) or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
- 10-14 BUILDING AREA.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
- 10-15 CALENDAR DAY.** Every day shown on the calendar.
- 10-16 CHANGE ORDER.** A written order to the Contractor covering changes in the plans, specifications, or quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- 10-17 CONTRACT.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the advertisement; the contract document; the bid; the performance bond; the payment bond; any required insurance certificates; the specifications; the plans; and any addenda issued to bidders.
- 10-18 CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.
- 10-19 CONTRACT TIME.** The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- 10-20 CONTRACTOR.** The individual, firm, partnership, joint venture, LLP, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
- 10-21 DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 10-22 ENGINEER.** The individual, firm, partnership, joint venture, LLP, or corporation duly authorized by TxDOT (acting as the Agent for the airport sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The engineer shall be understood to be TxDOT's duly authorized representative.
- 10-23 ESCROW.** An account established by the contractor at an approved bank for the deposit of a ten percent retainage on all partial payments.
- 10-24 EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

- 10-25 EXTRA WORK.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- 10-26 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.
- 10-27 FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.
- 10-28 INTENTION OF TERMS.** Whenever, in these specifications or on the plans, the words Words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.
- Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
- 10-29 LABORATORY.** The official testing laboratories of TxDOT or such other laboratories as may be designated by the Engineer.
- 10-30 LIGHTING.** A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
- 10-31 MAJOR AND MINOR CONTRACT ITEMS.** A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater that 20 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.
- 10-32 MATERIALS.** Any substance specified for use in the construction of the contract work.
- 10-33 NOTICE TO PROCEED.** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- 10-34 OWNER (SPONSOR).** The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP and state funded contracts, the term sponsor shall have the same meaning as the term owner. TxDOT, Aviation Division will

act as the Sponsor's Agent.

- 10-35 PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.
- 10-36 PAYMENT BOND.** The approved form of security furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the work.
- 10-37 PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his surety as a guarantee that the Contractor will complete the work in accordance with the terms of the contract.
- 10-38 PLANS.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.
- 10-39 PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
- 10-40 RESIDENT PROJECT REPRESENTATIVE (RPR).** An individual who monitors activities on site during construction activities, reporting directly to the Engineer.
- 10-41 RUNWAY.** The area on the airport prepared for the landing and takeoff of aircraft.
- 10-42 SPECIFICATIONS.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
- 10-43 SPONSOR.** See Owner.
- 10-44 STRUCTURES.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
- 10-45 SUBGRADE.** The soil which forms the pavement foundation.
- 10-46 SUPERINTENDENT.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- 10-47 SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and TxDOT covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

- 10-48 SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to TxDOT by the Contractor.
- 10-49 TAXIWAY.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.
- 10-50 TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT).** The Texas Department of Transportation, Aviation Division, acting as the sponsor's (owner's) agent for management of the executed contract in accordance with the owner's grant agreement.
- 10-51 UNBALANCED BID (43 TAC 9.11)**  
(1) Materially unbalanced bid—A bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the state.  
(2) Mathematically unbalanced bid –A bid containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- 10-52 WORK.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
- 10-53 WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

**END OF SECTION 10**